

VILLAGE OF BARTLETT
BOARD AGENDA
JUNE 20, 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 June 6, 2023
- *7. BILL LIST: June 20, 2023
8. TREASURER'S REPORT: April, 2023
Sales Tax Report – April, 2023
Motor Fuel Tax Report – April, 2023
9. PRESIDENT'S REPORT:
 - A. Village Administrator Paula Schumacher 30 Years of Service Proclamation
10. QUESTION/ANSWER: PRESIDENT & TRUSTEES
11. TOWN HALL: (Note: Three (3) minute time limit per person)
12. STANDING COMMITTEE REPORTS:
 - A. BUILDING AND ZONING COMMITTEE, CHAIRMAN GUNSTEEN
 1. None
 - B. COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY
 - *1. Bartlett Economic Development Assistance (BEDA) Revisions
 - *2. Resolution Approving an Agreement Between the Village of Bartlett and A5 Group, Inc.
 - C. FINANCE COMMITTEE, CHAIRMAN LAPORTE
 1. Resolution Approving an Amendment to the FY2023/24 Budget
 - D. LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN HOPKINS
 - *1. Fourth of July Parade Permit Request
 - *2. Fourth of July Carnival License Application
 - *3. Fourth of July Fireworks Permit Request
 - *4. Fourth of July Class D Liquor License Request
 - E. POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI
 1. Resolution Waiving Advertising for Bids and Approving the Purchase of Tasers and Body Worn Cameras Through the Sourcewell Government Purchasing Cooperative
 - F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE
 1. Resolution Approving of the Oak Avenue/Oneida Avenue Parking Lots Project Agreement Between the Village of Bartlett and Abbey Paving Co., Inc.
 - *2. Resolution Adopting the Village of Bartlett Urban Forestry Management Plan
 - *3. Ordinance Amending Title 7, Public Ways and Properties, Chapter 2, Trees and Shrubs
 - *4. Resolution Approving of the 2023 Pavement Marking Project Agreement Between the Village of Bartlett and Superior Road Striping, Inc.
 - *5. Resolution Approving of the Village of Bartlett's 2023 Pavement Preservation Project Agreement Between the Village of Bartlett and Corrective Asphalt Materials, LLC
 6. Resolution Awarding the Bartlett Hills Golf Club Irrigation Improvement Bid to Commercial Irrigation, Inc.
13. NEW BUSINESS
14. QUESTION/ANSWER: PRESIDENT & TRUSTEES
15. ADJOURNMENT



VILLAGE OF BARTLETT
BOARD MINUTES
June 6, 2023

1. CALL TO ORDER

President Wallace called the regular meeting of June 6, 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, Economic Development Coordinator Tony Fradin, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Public Works Director Dan Dinges, Assistant Public Works Director Tyler Isham, Planning and Development Director Kristy Stone, Food & Beverage Manager Paul Petersen, Police Chief Geoff Pretkelis, Village Attorney Kurt Asprooth and Village Clerk Lorna Giles.

3. INVOCATION – Reverend Andrew Weiss from Faith World Outreach 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 items 12.F.1 through 12.F.3.; Resolution 2023-54-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 Decrease in the Original Contract Sum; Resolution 2023-55-R, a Resolution Approving the Engineering Services Agreement Between the Village of Bartlett and Engineering Enterprises, Inc. for the Devon Lift Station Improvements;



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Resolution 2023-56-R, a Resolution Approving the Engineering Services Agreement Between the Village of Bartlett and Engineering Enterprises, Inc. for the Devon Force Main Engineering Improvements to the Consent Agenda.

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

Trustee Suwanski moved to Amend the Consent Agenda and that motion was seconded by Trustee Hopkins.

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 Hopkins.

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 – None



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9. PRESIDENT'S REPORT

A. President Wallace stated that he wanted to make an appointment of Health Officer with the Advice and Consent of the Board.

He asked for a Motion 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.

Trustee Deyne moved to appoint Frank Bertolami as Health Officer and Food and Alcohol Service Training, Inc. to provide health services starting June 6, 2023 to April 30, 2024 and that motion was seconded by Trustee Suwanski.

ROLL CALL VOTE TO APPOINT FRANK BERTOLAMI AS HEALTH OFICER

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

NAYS: None

ABSENT: None

MOTION CARRIED

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized birthdays and anniversaries.

11. TOWN HALL

Wayne Johnson, 244 Village Lane

Mr. Johnson stated that the Bartlett Fourth of July Fest Committee as well as Bartlett Lions is always looking for volunteers and is always open for membership. He was here as a resident and he lives on the corner of Schick & Gerber. Twenty years ago he planted a privet on the southeast corner of Schick & Gerber with village approval. Now they are huge and now he has been noticed by the village that they need to be thirty-five feet in. He is asking the village to work with him as a partner to help remove these large outgrowths.

Planning & Development Services Kristy Stone stated that this has been a complaint from 2007 and again in 2017. Both times they did comply and cut the shrubs back so there was visibility at that corner. The village will work with them but this is a very important corner to have visibility. The village does not typically trim private property and the village does not want to get into the habit of doing this trimming.



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Trustee Hopkins suggested the village-wide brush pickup which could assist in this.

Mr. Johnson stated that he is not going to trim those bushes himself. It is two truckloads of bushes. Who is going to pick them up?

Mike Werden, 431 S. Main Street

Mr. Werden talked about vacating right-of-way. He spoke about Oak, Hickory and Western that used to end before they went through to Devon. He spoke about Fair Oaks to Gerber and the school planning proposal. With all the school busses and traffic on Gerber, the intersection at Gerber and Army Trail is a nightmare. Busses will back things up and it would be safer to have Fair Oaks Road extend onto Gerber Road.

President Wallace asked if the busses were to be coming in from Army Trail.

Ms. Stone stated no, they will be coming in off of Gerber.

George Koziol, 654 Hazel Nut Court

Mr. Koziol stated that the school put together a good presentation. He was concerned about the area around the school. Gerber heading south towards Army Trail has an uphill grade that is impossible to see beyond. One car making a right or left turn on Army Trail can take out the entire intersection and bring it to a halt with traffic immediately backing up. He believed that this was going to be a major issue. Gerber and Schick intersection has a good amount of traffic coming very quickly. It is also a dangerous intersection that should have a stop light.

Bruce Suffern, 316 Oakbrook Court

Mr. Suffern gave a big thumbs up on the Warhol exhibit and Pam Rohleder on keeping the community together. He thanked public works for the woodchip program. He thanked the village and Scott for stepping in and managing the number of contractors parking in the village parking lot. He was excited about the downtown and More Brewing opening. He felt that the parking has the potential to make it a big success or cause it to be a big problem. He talked about educating the public to do something unprecedented in parking in areas we're going to steer them to park. He felt that the whole parking situation should be monitored and flexible to take some action. He spoke about the additional village property that is going to bring extra parking and wanted to keep it in the forefront.

Public Works Director Dan Dinges stated that they are opening bids tomorrow for the Oak Street parking lot. They are also working on the public lot on the southwest corner of Oak and Oneida. He hoped that the bids would come in reasonably and it can be completed by the fall. They are looking at making signs to let residents know that Metra parking is



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available starting at 11:00 a.m. and these signs will be by the Banbury Fair parking lot and additional signage in the Metra area.

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen presented Ordinance 2023-53, an Ordinance Amending Title 9, Chapter 3 of the Bartlett Municipal Code Regarding Building Permit Fees for Solar Energy Systems.

He stated that 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 fees 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 Installation.

Trustee Gunsteen moved to Approve Ordinance 2023-53, an Ordinance Amending Title 9, Chapter 3 of the Bartlett Municipal Code Regarding Building Permit Fees for Solar Energy Systems and that motion was seconded by Trustee Deyne.

Trustee Hopkins asked how many permits on average do we get for solar work per year.

Ms. Stone stated 170 permits.

ROLL CALL VOTE TO APPROVE ORDINANCE 2023-53 AMENDING MUNICIPAL CODE FOR SOLAR ENERGY SYSTEMS

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

NAYS: None

ABSENT: None

MOTION CARRIED

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that the North Avenue Car Show Road Closure Request was covered and approved under the Consent Agenda.



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C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

Trustee LaPorte stated that Resolution 2023-57-R, a Resolution Approving an Agreement Between the Village of Bartlett and Teska Associates, Inc. and Resolution 2023-58-R, 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 were covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that Resolution 2023-59-R, a Resolution Approving of an Agreement Between the Village of Bartlett and Food & Alcohol Service Training, Inc.; Resolution 2023-60-R, a Resolution Waiving Advertising for Bids and Approving the Purchase of Four Police Vehicles from Morrow Brothers Ford, Inc.; Resolution 2023-61-R, a Resolution Approving of the Agreement Between the Village of Bartlett and School District U-46 Providing for a School Resource Officer were covered and approved under the Consent Agenda.

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Resolution 2023-54-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 Decrease in the Original Contract Sum; Resolution 2023-55-R, a Resolution Approving the Engineering Services Agreement Between the Village of Bartlett and Engineering Enterprises, Inc. for the Devon Lift Station Improvements; Resolution 2023-56-R, a Resolution Approving the Engineering Services Agreement Between the Village of Bartlett and Engineering Enterprises, Inc. for the Devon Force Main Engineering Improvements; Purchase of a 2023 Rotary 4-Post Vehicle Lift from Standard Industrial & Auto Equipment, Inc. were covered and approved under the Consent Agenda.

13. NEW BUSINESS

Trustee Suwanski asked if there is anything in the village code that addresses Airbnb's.

Ms. Stone stated that there is not.



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Trustee Suwanski referenced one of her insureds who lives on a lake. Her neighbor moved out and decided to rent out her house as an Airbnb. One day she saw two strangers on her dock and then on her boat. She wanted to know what her liability was if someone got hurt or there were any damages.

Ms. Stone stated that some communities have chosen to adopt regulations. Some say outright that it is prohibited. It is a lively discussion. The village has received one complaint.

Trustee LaPorte stated that he has received a complaint from a constituent on Ford Lane. The owners live out of state rent out their home and there is loud noises throughout the night.

President Wallace asked staff to look into this.

Trustee Hopkins said that he reached out to Scott about ComEd coming to one of the board meetings. He asked if it was scheduled.

Assistant Administrator Scott Skrycki stated that they are still extracting information from their yearly reports.

Ms. Schumacher stated that Scott talked to the government affairs rep and they wanted to have a subject matter person so they are coordinating their schedules.

Mr. Hopkins stated that he has requested several times for ComEd to come to the board meeting to address some of the extended outages. It has costed some of our residents thousands of dollars in lost food and inconvenience.

Trustee Suwanski asked about the grant for the bike path.

Ms. Schumacher stated that in the latest state budget they received a capital grant for the pedestrian crossing for the bike path on Naperville Road. It is a railroad crossing and is quite expensive. They received approval for \$500,000.

Trustee Hopkins asked about the timeframe.

Ms. Schumacher stated that she was unsure but they will be chasing it down.

Mr. Dinges stated that it will be done hopefully next spring.



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President Wallace asked the Chief about issues that other communities have faced with large gatherings so we know we are prepared for this Fourth of July fest.

Police Chief Geoff Pretkelis stated that he and his staff have met for the Fourth of July planning. Some of the new things we are waiting to get passed is the governor's signature on the drone bill. It would allow them to fly the drone for the parade as well as the Fourth of July fest. If it does get passed, they will need to put up signage at the beginning of the parade and the entrances to the festival. Recently there was a fest in Tinley Park where they had a massive group of people come and disrupt everything. They are talking these things through and putting it on their ICS plan. If they see a bigger crowd than they are used to, that might develop problems, they have a plan to temporarily shut down the fest to make sure everything is safe.

President Wallace encouraged everyone to attend the Warhol exhibit at the College of DuPage.

14. QUESTION/ANSWER PRESIDENT & TRUSTEES - None

15. ADJOURN

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

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:36 p.m.

Lorna Gilles
Village Clerk



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
June 6, 2023**

CALL TO ORDER

President Wallace called the Committee of the Whole meeting of June 6, 2023 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:36 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, Economic Development Coordinator Tony Fradin, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Public Works Director Dan Dinges, Assistant Public Works Director Tyler Isham, Planning and Development Director Kristy Stone, Food & Beverage Manager Paul Petersen, Police Chief Geoff Pretkelis, Village Attorney Kurt Asprooth and Village Clerk Lorna Giles.

COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY
Community Branding RFP

Chairman Gandsey introduced the item.

Mr. Fradin stated we had a lot of good submittals ranging from \$60,000-\$100,000. Scott Skrycki and I met and followed up with Mr. Harris from a5 Branding twice between the EDC meeting in April and bringing it before you tonight. We wanted to work with him to fit it into our first year's budget.

Chairman Gandsey asked about the difference between the phases.

John Harris from a5 Branding and Digital stated the campaign itself would help drive economic development and business retention. We also want to attract folks here to Bartlett and make sure a story is told about the great quality of life here. From a multiple budget year perspective, in the first year we would do outreach and engagement, spend time here, come to events, etc. and talk to people through focus groups. We will get a good sense to what is here and get a good sense as to the assets here and the story that can be told, then we will work to create the campaign concept so it is a branded campaign. This concept we generally bring 3 or more concepts to the board to be evaluated and then we will get that ready for a launch. For this proposal, our part would really kick off in the fall, but we would also attend some summer events. We talked about doing some photography this summer, but the outreach and engagement would be done mostly in the fall with the campaign development in the winter for roll out in late spring of next year.

Chairman Hopkins asked what communities they have worked with.



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Mr. Harris stated they just started year #4 in the City of Crystal Lake. They also worked on the "Love Niles" campaign, they worked with the City of Woodstock for 7 years as well as many national clients.

Chairman Deyne asked about the budget.

Assistant Village Administrator Skrycki stated we have an advertising line item and we anticipated budgeting \$20,000-\$25,000 that is available in year #1 for this project.

Chairman Deyne asked why we would need this.

Chairman Suwanski asked what the vacancy rate was.

Economic Development Coordinator Tony Fradin stated he last checked it in December and it was about 6% for commercial and lower for industrial.

Chairman Hopkins asked what he envisioned happening after the first phase.

Mr. Harris stated there are two primary ways to measure the impact of a campaign. The first is a soft measurable like traffic to the website, people spending more time on the website, social media followers and engagement, positive comments on social media, etc. Hard side measurables would include EAV, sales tax revenue, vacancy rates, population growth, etc. For the record, he is not saying a campaign is the single reason for the growth of a community, but we do know that it allows the city to tell their story and control your own narrative. You can tell a story as market conditions change and time goes on. We would work with staff to make sure we have an agreed upon set of measurables because that is important and we need to be stewards of the tax payers.

Chairman Gunsteen asked how they measure their success.

Mr. Harris stated it is the soft and hard metrics. The other way to do it is the perception of the community, so you can take a perception study of the community and do that year over year. There are a lot of hard and soft metrics that we would use. They are also doing a campaign for the State of Illinois regarding gambling addiction and are seeing 4 times more traffic to counselors.

Chairman Suwanski stated how do you know more people are getting help.

Mr. Harris stated it is a closed loop system and there are providers they work with around the state that provide those services. We can track how many people hit the website as well as how many people called the hotline in addition to the number of people that made an appointment and received services.

Chairman Gunsteen asked about a yearly cost.

Mr. Fradin stated we are working off the quote that Mr. Harris originally submitted giving a range of \$65,000-\$85,000 total.

Chairman Gunsteen asked if a5 would own our data and artwork, etc.



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Mr. Fradin stated it would be the Village of Bartlett's.

Chairman Suwanski confirmed that we use social media and we already did a community survey. She asked if this was something we needed.

Mr. Skrycki stated this was one of the tenants of the strategic plan. If we do go through it, we will do everything we can to make sure it has value for the village and our residents. This was something that was discussed years ago, but in conversations with staff and coming off the heels of COVID, we put it on ice because of that and we wanted the car dealership, More Brewing and the grocery store complete. The RFP results came back kind of high, so we went back to Mr. Harris to see if we could carve out a new way to make sure that a budget is in there for that first year and if the board decided to move forward with the campaign, we would craft that second phase and budget for that appropriately.

Village Administrator Paula Schumacher also thought the phasing element was important so we can be flexible. The vacancy rates are fairly recent and economic development is recruitment and retention. It is important that we start shifting some of our focus to that retention element. We do not have a lot of places that we can put people, so we need to focus on our businesses that are here and for a long time. It is something that came out of your strategic planning and went through the Economic Development Commission process.

Chairman LaPorte mentioned creating a plan for the next 5-10 years for this marketing plan and giving different levels of affordability so we have a plan going forward.

Chairman Gandsey asked when a5 could go through and make sure we are utilizing all of the tools and resources to make sure we are maximizing what we have.

Mr. Harris stated we would want to do that in this first year. We have a team of people looking at the latest trends and how we can improve what you are already doing.

Chairman Hopkins stated that he mentioned focus groups and what people actually want so he looks forward to how that could be improved.

Chairman LaPorte also stated he wanted a lot of participation from the community.

Chairman Suwanski asked how they would steer more people to complete surveys.

Mr. Harris stated they just branded the Village of Northbrook which is a different campaign than what Bartlett wants, but they had a multi-pronged approach including an email survey and they partnered with the Chamber of Commerce and enlisted all of their community partners to help distribute the survey. They went to several public events and faith-based communities as well. Additionally, they have a high Korean population so they sat down at a dinner with some of the leaders of that community to get their feedback. Once we get all that information back, we will synthesize it and put a recommendation forward.



VILLAGE OF BARTLETT COMMITTEE MINUTES June 6, 2023

Chairman Suwanski clarified that Phase #1 is the first year. She asked if Phase #2 typically starts in the first year or the second.

Mr. Harris stated that typically it would be in the first year. For this project, it would be spread over 3 years instead of about 1 year.

Chairman Suwanski asked about the project area vs. study area.

Mr. Skrycki explained the various phases of the project.

Chairman Gunsteen stated that we are somewhat of a divided community because of Rt. 59. To him, this reaches out to the west and south sides of Bartlett where some residents on those sides of town don't really know what's happening in downtown Bartlett and to that point, some people on the east side have no idea what is developing on the other side of town. This will help people know more about the community as a whole.

Chairman Gandsey stated she thinks it is more than just a logo, it is a consultant coming in to help us leverage our systems, see what data we have available or what we could be looking at.

Chairman Hopkins stated he is okay with this. We budgeted for it, we haven't done a campaign like this in nearly 20 years, so we are overdue and if we are not happy with the product by the first year, then we cancel.

President Wallace asked how we would gauge that first year.

Administrator Schumacher stated she thinks it's a lot of what Mr. Harris mentioned earlier and she thinks we can work with him to right size that and determine which metrics we will use to judge how that first year went.

President Wallace stated most often, the two most important things to people when evaluating a community is safety and schools. He would suggest that we try to do whatever we can to highlight how good those two things are in Bartlett. We should also highlight the businesses that are already here and ones coming soon.

Chairman LaPorte agreed and added that maybe we could get a progress report quarterly as well.

Mr. Harris stated this is going to create a story and narrative that creates excitement for all sides of the community which helps with attraction and retention and helps with a positive feel towards Bartlett and community building.

BEDA Revisions

Chairman Gandsey introduced the item.

Chairman Hopkins stated he agreed with the EDC with background checks being required for all applications and all applicants shall provide a lease with proof that they are not behind on their lease.



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Chairman Gunsteen asked if all businesses in Bartlett are required to have a license.

Mr. Fradin stated it is his understanding that some of the state licensed businesses are not required to get a license from the village.

Chairman Gunsteen asked if we require the business to have a license with the village.

Mr. Fradin stated we want to make sure it has not lapsed or disperse anything prior to them getting a license.

President Wallace liked the clawback and asked about general recommendations on how that would look.

Village Attorney Asprooth stated we have based it off a 3-year term which would be set up as a forgivable loan with 33% expiring in the first year and so on for 3 years.

Chairman Deyne asked if we are really going to spend money to clawback the BEDA if an applicant goes out of business.

Mr. Asprooth stated that would have to be on a case by case basis. If we want to make the claw back have more teeth we could make it a lien on the property but that makes it more complicated because then you are bringing in a landlord as part of every agreement.

Chairman Deyne also stated some of these businesses move out but leave their fixtures.

Chairman Gandsey was worried about the claw back deterring some small businesses from applying. We had a good success story with Indian Express coming in and making a unit a restaurant and then when they left a new restaurant was able to move in.

Chairman Deyne stated they will need to be evaluated on a case-by-case basis.

President Wallace asked about using a mechanics lien.

Mr. Asprooth stated we would not be able to do that in this instance, but we will have a choice to clawback any of the funds, although we are not obligated to do so.

Chairman Suwanski stated the Bartlett Tap BEDA was \$35,000 and the building is no longer being used as a restaurant.

Chairman Deyne thought the language about the background check should be left the same so that we are not required to do a background check each time.

President Wallace stated he thinks the background check should be included for every applicant.



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Chairman LaPorte stated the goal is to assist them so that they are successful, but lets face it, restaurants do not have a high success rate. We want to protect ourselves on the backend, but it is what it is.

Chairman Gandsey asked why it is three years long.

Mr. Asprooth stated it is a standard amortization schedule we came up with, but we can change that if we like.

Chairman Hopkins stated he would feel comfortable with two years.

Chairman Suwanski stated right now the BEDA grant is based on a pin number so we are getting the same people applying sometimes, should that be adjusted?

Ms. Schumacher stated she thinks those are typically unusual, and the majority of BEDA grants go to individual businesses.

Chairman Hopkins stated it comes before the Village Board so if we don't see value in the application, then they can be turned down or you could vote "no". He thinks the multiple BEDA's from the individuals who did do them provide great value, so he doesn't mind doing those. The Streets of Bartlett speaks for itself.

President Wallace stated he thinks Chairman Gandseys point is a good one, but he would agree two years seems fair and we do not have to enforce it if we don't want to.

Chairman LaPorte asked how effective it has been.

Mr. Fradin stated it has done more good than bad. It has leveraged millions of dollars of private investment.

Chairman Deyne asked if the Boss's Signature has applied for a BEDA.

Mr. Fradin stated we have three BEDA's in the works where they have applied prior to these changes being made. They are working on an application now.

President Wallace asked if a business can use it to resurface their parking lot.

Mr. Fradin stated that they cannot, it is mostly for an interior buildout or exterior facade, sign, landscaping or windows.

Chairman Gandsey asked what is something we had to say no to.

Mr. Fradin stated primarily they are non-sales tax producing businesses. Some others he would characterize as more typical maintenance, repainting the inside, replacing some seating, etc.

Ms. Schumacher stated it is not a refurbishing grant, it is to expand or add more table tops etc. something that will add more tax dollars and enhance what we currently have.



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COMMITTEE MINUTES
June 6, 2023**

President Wallace stated some of the things that a business might not have the capital for, that would increase their business are some of the things we should consider expanding the program on. If someone is just on the edge of making it and not making it and the establishment has been around for a while but they need a refreshing look then we should support that idea.

Ms. Schumacher stated we do not get many of those and we may want to earmark some of the gaming revenue to help us with outside walk program, so it may not be an ever-expanding pool. She added Tony and Scott went to a cannabis convention and we learned that we do not have enough space for many of these businesses.

LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN HOPKINS
Chicken and Beekeeping License Update

Chairman Hopkins stated that we have one item, the chicken and bee license update. With this, I think we should increase the chicken license up 50.

President Wallace asked how many we have now.

Ms. Stone stated 16.

Chairman Hopkins stated that he doesn't think we are going to hit that number in the next one or two years, but this way we won't have to have this come back through the committee. I also think for larger lots we can increase the number of chickens allowed, based on lot size. I think that is in line with other communities.

Ms. Stone stated that this would be a zoning text amendment and would require a public hearing.

President Wallace asked how many complaints we have received.

Ms. Stone stated none for chickens, but one complaint about a person that had a rooster, and that person did not have a chicken license.

Chairman Deyne asked in lieu of raising it, can we wait until we get to the 25-total available, since we only have 16.

Chairman Hopkins stated we can wait, I was just bringing it up now so that we didn't have to discuss it later.

Chairman Suwanski stated that with the larger lot provision, maybe more people would apply.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
June 6, 2023**

Chairman Deyne stated we are going to have staff look at what other communities do in regards to lot sizes, and I trust staff's judgement on this.

Ms. Stone stated that we are working on updating the entire zoning ordinance, so this is one of those changes we can incorporate.

Chairman Hopkins stated that with there being only one bee license currently, I don't see a need to increase that to 50. Do other communities offer more hives?

Ms. Stone stated that we are pretty standard for a residential lot. Other communities have additional community apiaries, that is getting more popular.

Chairman LaPorte asked if people could apply for a variance.

Ms. Stone stated it is not a current allowable variance.

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

ROLL CALL VOTE TO ADJOURN

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

The meeting was adjourned at 8:27 p.m.

Samuel Hughes
Deputy Village Clerk

VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/20/2023

100-GENERAL FUND REVENUES

420230-BUILDING PERMITS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JAMES SLIPETZ	PARTIAL PERMIT REFUND	30.00
	<u>INVOICES TOTAL:</u>	<u>30.00</u>

430310-TOWING/IMPOUNDING FEES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SHERRY LYNN AGOSTINO	ADMINISTRATIVE TOW FEE REFUND	500.00
	<u>INVOICES TOTAL:</u>	<u>500.00</u>

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DEARBORN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - JUNE 2023	4,198.91
	<u>INVOICES TOTAL:</u>	<u>4,198.91</u>

1100-VILLAGE BOARD/ADMINISTRATION

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CANNABIS CONVENTION REGISTRATION	82.92
	<u>INVOICES TOTAL:</u>	<u>82.92</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	ADOBE DESIGN FEES	458.87
1 WAREHOUSE DIRECT	INK CARTRIDGE	19.99
	<u>INVOICES TOTAL:</u>	<u>478.86</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	ILCMA CONFERENCE/NIU CREDITS	161.00
	<u>INVOICES TOTAL:</u>	<u>161.00</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	ICMA MEMBERSHIP DUES	1,200.00
	<u>INVOICES TOTAL:</u>	<u>1,200.00</u>

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	MEMORIAL DAY BUNTING	83.58
1 TOWN & COUNTRY GARDENS EL	FLOWERS/MEMORIAL DAY	1,187.99

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/20/2023

INVOICES TOTAL: 1,271.57

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	MUSEUM EXPENSES/SUPPLIES	784.29
		<u>INVOICES TOTAL:</u> <u>784.29</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	31.60
** 1 ELAN FINANCIAL SERVICES	BARREL CONTAINERS/GIFT CARD	686.69
		<u>INVOICES TOTAL:</u> <u>718.29</u>

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	17,398.00
		<u>INVOICES TOTAL:</u> <u>17,398.00</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLA INC	HAWK HOLLOW DEVELOPMENT	1,618.75
1 DEIGAN & ASSOCIATES LLC	2023 VULCAN MINE AUDIT	6,589.50
1 DEIGAN & ASSOCIATES LLC	ONEIDA AVE PARKING LOT IMPROVEMENTS	1,157.50
		<u>INVOICES TOTAL:</u> <u>9,365.75</u>

1400-FINANCE

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	TONER	147.63
1 WAREHOUSE DIRECT	POCKET FILES/ENVELOPES	248.17
		<u>INVOICES TOTAL:</u> <u>395.80</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	GFOA MEMBERSHIP RENEWAL	305.00
		<u>INVOICES TOTAL:</u> <u>305.00</u>

1500-PLANNING & DEV SERVICES

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FTD AUTO LLC	VEHICLE MAINTENANCE	727.02

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/20/2023**

INVOICES TOTAL: 727.02

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DRAFT DEFLECTOR	73.99
		<u>INVOICES TOTAL:</u> <u>73.99</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CEOSF TRAINING PROGRAM FEES	500.00
1 BRIAN KELLY	B1 CERTIFICATION TEST COMPLETION	290.00
		<u>INVOICES TOTAL:</u> <u>790.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DANIEL HARPER	COOK COUNTY CLERK FILING	51.05
		<u>INVOICES TOTAL:</u> <u>51.05</u>

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AT&T	SUBPOENA FEES	95.00
1 PROSHRED CHICAGO	PAPER SHREDDING SERVICES	211.64
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	722.39
1 VERIZON WIRELESS	WIRELESS SERVICES	1,283.20
		<u>INVOICES TOTAL:</u> <u>3,547.23</u>

524240-IMPOUNDING ANIMALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY ANIMAL SERVICES	ANIMAL SERVICES - APRIL 2023	270.00
		<u>INVOICES TOTAL:</u> <u>270.00</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	1,348.32
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	83.10
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	132.83
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	83.10
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	83.10
1 FTD AUTO LLC	VEHICLE MAINTENANCE	82.95
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	636.02
1 PRIME DETAILING & WINDOW TINTING	VEHICLE INTERIOR DETAIL FEES	320.00
		<u>INVOICES TOTAL:</u> <u>2,769.42</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/20/2023**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES/SUPPLIES	46.59
1 ALBERTSONS - SAFEWAY	RETIREMENTS/CROSSING GUARD LUNCH	74.25
** 1 DOGFATHER HOT DOGS	CROSSING GUARD LUNCHEON	584.00
** 1 ELAN FINANCIAL SERVICES	MAVERICK GROOMING FEE	75.00
1 THE FINER LINE INC	30-YEAR AWARD	63.50
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	17.45
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	561.12
1 WAREHOUSE DIRECT	INK CARTRIDGES/OFFICE SUPPLIES	78.60
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	96.23
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	32.46
INVOICES TOTAL:		1,629.20

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	UNIFORM APPAREL	288.08
1 RAY O'HERRON CO INC	UNIFORM APPAREL	243.00
1 RAY O'HERRON CO INC	UNIFORM APPAREL	243.00
1 SAFE LIFE DEFENSE	SAFETY VEST	539.10
1 STREICHER'S INC	RETIREMENT BADGE & CASE	204.99
INVOICES TOTAL:		1,518.17

530115-SUBSCRIPTIONS/PUBLICATIONS

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

530125-SHOOTING RANGE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	357.40
1 RAY O'HERRON CO INC	AMMUNITION	2,128.00
INVOICES TOTAL:		2,485.40

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGES/OFFICE SUPPLIES	236.39
1 WAREHOUSE DIRECT	SHREDDER BAG	43.76
1 WAREHOUSE DIRECT	DOCUMENT COVERS	81.78
INVOICES TOTAL:		361.93

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	FBI-LEEDA/LESS LETHAL TRAINING	2,235.00
1 NICHOLAS GRAY	TRAINING EXPENSES	118.50
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	68.88

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/20/2023**

1 INIA	ANNUAL CONFERENCE REGISTRATION	450.00
1 NOAH MERGES	TRAINING EXPENSES	118.50
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	375.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	80.00
1 KYLE RYBASKI	SMIP TRAINING EXPENSES	677.80
1 CHRISTOPHER SOLESKY	TRAINING EXPENSES	118.50
1 TREVOR WITTENBRINK	TRAINING EXPENSES	96.00
1 TREVOR WITTENBRINK	TRAINING EXPENSES	118.50
INVOICES TOTAL:		<u>4,456.68</u>

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AED PROFESSIONALS	AED REPLACEMENT KITS/BATTERIES	4,698.00
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES/SUPPLIES	131.26
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	263.72
INVOICES TOTAL:		<u>5,092.98</u>

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	FISHING DERBY PRIZES/TEEN CPA GRAD	463.58
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	62.61
INVOICES TOTAL:		<u>526.19</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	DRONE REG RENEWAL/DUPAGE PERMIT	56.13
INVOICES TOTAL:		<u>56.13</u>

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	2.10
** 1 ELAN FINANCIAL SERVICES	MEMORIAL DAY CHAIR RENTAL	166.13
1 NOVATOO INC	EQUIPMENT RENTAL/MEMORIAL DAY	688.00
1 VERIZON WIRELESS	WIRELESS SERVICES	304.83
1 VERIZON WIRELESS	WIRELESS SERVICES	36.01
1 VERIZON WIRELESS	WIRELESS SERVICES	281.59
INVOICES TOTAL:		<u>1,478.66</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	22.97
1 NICOR GAS	GAS BILL	480.76
1 NICOR GAS	GAS BILL	298.78
INVOICES TOTAL:		<u>802.51</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/20/2023**

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	80.00
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	325.50
1 POMP'S TIRE SERVICE INC	CREDIT - DISPOSAL FEE REFUND	-6.00
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	750.00
INVOICES TOTAL:		1,149.50

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	1,098.72
1 MEADE ELECTRIC CO INC	EMERGENCY SIGNAL REPAIRS	832.00
INVOICES TOTAL:		1,930.72

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABBOTT TREE CARE PROFESSIONALS LLC	LAWN MAINTENANCE SERVICES	1,093.75
1 ABBOTT TREE CARE PROFESSIONALS LLC	LAWN MAINTENANCE SERVICES	2,393.75
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	738.67
1 TRUGREEN	FERTILIZER APPLICATION	907.03
1 UNO MAS LANDSCAPING	LANDSCAPE MAINTENANCE/MAY 2023	4,885.00
INVOICES TOTAL:		10,018.20

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEAN CONTURSI	PUBLIC SIDEWALK REPLACEMENT	937.20
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,798.50
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	270.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,439.50
1 WELCH BROS INC	MAINTENANCE SUPPLIES	444.00
INVOICES TOTAL:		6,889.20

527140-TREE TRIMMING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	TREE TRIMMING/LANDSCAPE FEES	840.00
1 GRAF TREE CARE INC	URBAN FORESTRY MANAGEMENT PLAN	4,860.00
INVOICES TOTAL:		5,700.00

527160-STREET SWEEPING

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

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	KITCHEN UTENSILS/DINNERWARE	46.18

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/20/2023**

1 AMAZON CAPITAL SERVICES INC	EDGE SHARPENERS	88.21
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	1,364.36
1 WAREHOUSE DIRECT	CLEANING SUPPLIES	2.30
1 WAREHOUSE DIRECT	COFFEE/OFFICE SUPPLIES	74.05
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	65.77
<u>INVOICES TOTAL:</u>		<u>1,640.87</u>

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	4,551.82
<u>INVOICES TOTAL:</u>		<u>4,551.82</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CHAINSAW PART	11.98
1 COLLIFLOWER INC - BALTIMORE	MAINTENANCE SUPPLIES	127.25
1 GATE OPTIONS	GATE REPAIRS	210.00
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	420.00
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	674.75
1 INTERSTATE BILLING SERVICE INC	CREDIT - RETURN	-170.00
1 INTERSTATE BILLING SERVICE INC	CREDIT - CORE RETURN	-99.75
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	99.80
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	69.99
<u>INVOICES TOTAL:</u>		<u>1,344.02</u>

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEINER ELECTRIC COMPANY	LIGHT POLES	3,560.00
<u>INVOICES TOTAL:</u>		<u>3,560.00</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CONFERENCE FEES/LODGING/AIRFARE	3,202.51
1 ILLINOIS ARBORIST ASSOCIATION	CHAINSAW MAINTENANCE & RIGGING	1,015.00
<u>INVOICES TOTAL:</u>		<u>4,217.51</u>

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING RESOURCE ASSOCIATES	ONEIDA BASIN IMPROVEMENTS	1,617.75
<u>INVOICES TOTAL:</u>		<u>1,617.75</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - MAY 2023	165.00
<u>INVOICES TOTAL:</u>		<u>165.00</u>

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/20/2023

2200-MFT EXPENDITURES

583005-MFT MAINTENANCE PROGRAM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLA INC	MFT RESURFACING PROGRAM	15,015.59
INVOICES TOTAL:		15,015.59

430000-DEVELOPER DEPOSITS FUND

262101-RANA LANDSCAPING BOND

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 RANA REAL ESTATE LLC	550 SPITZER LANDSCAPE BOND	17,407.50
INVOICES TOTAL:		17,407.50

4800-BREWSTER CREEK TIF MUN ACC EXP

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	150.00
INVOICES TOTAL:		150.00

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	IEDC COURSE REGISTRATION	520.00
INVOICES TOTAL:		520.00

5000-WATER OPERATING EXPENSES

520025-DWC WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - APRIL 23	450,214.52
INVOICES TOTAL:		450,214.52

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANTAGE PLUMBING & SEWER CO	BACKFLOW DEVICE TESTING	296.85
1 ADVANTAGE PLUMBING & SEWER CO	BACKFLOW DEVICE TESTING	692.65
1 ADVANTAGE PLUMBING & SEWER CO	BACKFLOW DEVICE TESTING	98.95
1 ADVANTAGE PLUMBING & SEWER CO	BACKFLOW DEVICE TESTING	98.95
1 ADVANTAGE PLUMBING & SEWER CO	BACKFLOW DEVICE TESTING	98.95
1 ADVANTAGE PLUMBING & SEWER CO	BACKFLOW DEVICE TESTING	395.80
** 1 ELAN FINANCIAL SERVICES	SCADA PHONE SERVICE	36.89
1 OTM ENVIRONMENTAL SERVICES INC	WATER SYSTEM CHECKS/MAY 2023	7,200.00
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	12,441.08
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
INVOICES TOTAL:		23,653.45

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/20/2023**

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	304.83
INVOICES TOTAL:		304.83

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	833.15
INVOICES TOTAL:		833.15

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	738.68
INVOICES TOTAL:		738.68

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	4.27
1 NEXAMP INC	ELECTRIC BILL	802.22
1 NICOR GAS	GAS BILL	121.55
INVOICES TOTAL:		928.04

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	882.79
INVOICES TOTAL:		882.79

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	765.66
INVOICES TOTAL:		765.66

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	KITCHEN UTENSILS/DINNERWARE	46.18
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	691.59
1 PORTER PIPE & SUPPLY	MATERIALS & SUPPLIES	445.31
1 WAREHOUSE DIRECT	CLEANING SUPPLIES	2.30
1 WAREHOUSE DIRECT	COFFEE/OFFICE SUPPLIES	74.05
1 ZIEBELL WATER SERVICE	MATERIALS & SUPPLIES	1,570.00
INVOICES TOTAL:		2,829.43

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	1,504.21

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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INVOICES TOTAL: **1,504.21**

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	896.72
		<u>INVOICES TOTAL:</u> 896.72

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	22.37
1 FEDERAL EXPRESS CORP	DELIVERY CHARGES	43.91
1 SEBIS DIRECT INC	JUNE BILLS POSTAGE	2,940.49
		<u>INVOICES TOTAL:</u> 3,006.77

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	APWA CONFERENCE/LODGING	525.86
		<u>INVOICES TOTAL:</u> 525.86

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN WATER WORKS ASSOCIATION	MEMBERSHIP DUES/B GRENLIE	83.00
		<u>INVOICES TOTAL:</u> 83.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - MAY 2023	165.00
1 ILLINOIS CENTRAL RAILROAD CO	ANNUAL LICENSE/LEASE PAYMENT	249.55
		<u>INVOICES TOTAL:</u> 414.55

547072-DWC CAPITAL BUY IN PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - APRIL 23	36,196.20
		<u>INVOICES TOTAL:</u> 36,196.20

5090-WATER CAPITAL PROJECTS EXP

581020-WATER METER AUTOMATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METER INSTALLATIONS	7,013.77
		<u>INVOICES TOTAL:</u> 7,013.77

581031-LEAK SURVEY/REPAIR

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	784.00
		<u>INVOICES TOTAL:</u> 784.00

** Indicates pre-issue check.

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5100-SEWER OPERATING EXPENSES

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	804.82
INVOICES TOTAL:		804.82

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TEKLAB INC	SAMPLE TESTING	1,011.90
INVOICES TOTAL:		1,011.90

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	738.68
INVOICES TOTAL:		738.68

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	72.10
1 NEXAMP INC	ELECTRIC BILL	1,568.70
1 NICOR GAS	GAS BILL	52.04
1 NICOR GAS	GAS BILL	169.59
1 NICOR GAS	GAS BILL	51.94
1 NICOR GAS	GAS BILL	51.23
1 NICOR GAS	GAS BILL	52.93
1 NICOR GAS	GAS BILL	165.62
1 NICOR GAS	GAS BILL	54.11
1 NICOR GAS	GAS BILL	53.72
1 NICOR GAS	GAS BILL	56.37
1 NICOR GAS	GAS BILL	53.74
INVOICES TOTAL:		2,402.09

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	6,108.00
INVOICES TOTAL:		6,108.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	KITCHEN UTENSILS/DINNERWARE	46.18
** 1 ELAN FINANCIAL SERVICES	FOOD FOR MEETING	75.40
1 ENVIRONMENTAL RESOURCE ASSOCIATES	MATERIALS & SUPPLIES	794.04
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	711.98
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	726.51
1 WAREHOUSE DIRECT	CLEANING SUPPLIES	2.31
1 WAREHOUSE DIRECT	COFFEE/OFFICE SUPPLIES	74.05

** Indicates pre-issue check.

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INVOICES TOTAL: 2,430.47

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	1,821.14
		<u>INVOICES TOTAL:</u> <u>1,821.14</u>

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	1,243.40
1 HAWKINS INC	CHEMICAL SUPPLIES	7,032.46
		<u>INVOICES TOTAL:</u> <u>8,275.86</u>

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	SAFETY GEAR	165.10
		<u>INVOICES TOTAL:</u> <u>165.10</u>

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	JUNE BILLS POSTAGE	2,940.48
		<u>INVOICES TOTAL:</u> <u>2,940.48</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LIONHEART CRITICAL POWER	GENERATOR REPAIRS	11,486.52
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	15.98
		<u>INVOICES TOTAL:</u> <u>11,502.50</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEBMARC DOORS INC	COMMERCIAL DOOR REPAIRS	266.50
		<u>INVOICES TOTAL:</u> <u>266.50</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CONFERENCE FEES/LODGING/AIRFARE	508.87
		<u>INVOICES TOTAL:</u> <u>508.87</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - MAY 2023	165.00
		<u>INVOICES TOTAL:</u> <u>165.00</u>

5190-SEWER CAPITAL PROJECTS EXP

** Indicates pre-issue check.

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582026-LIFT STATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 H LINDEN & SONS SEWER & WATER INC	LIFT STN/FORCEMAIN REHAB PROJECT	152,724.89
	INVOICES TOTAL:	152,724.89

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOSEPH J HENDERSON & SON INC	BITTERSWEET WRF IMPROVEMENTS	1,524,958.92
	INVOICES TOTAL:	1,524,958.92

5200-PARKING OPERATING EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	38.69
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	10.54
1 NEXAMP INC	ELECTRIC BILL	369.31
1 NICOR GAS	GAS BILL	62.08
1 NICOR GAS	GAS BILL	115.09
1 VERIZON WIRELESS	WIRELESS SERVICES	41.99
	INVOICES TOTAL:	637.70

570200-BLDG & GROUNDS IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANTAGE PLUMBING & SEWER CO	BACKFLOW DEVICE TESTING	98.95
	INVOICES TOTAL:	98.95

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	175.00
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - MAY 2023	304.80
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	117.50
1 COLLEY ELEVATOR COMPANY	QTRLY ELEVATOR INSPECTION FEES	239.00
1 ROSCOE CO	MATS	315.90
	INVOICES TOTAL:	1,152.20

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GOLDMORE MECHANICAL LLC	EXHAUST FAN REPAIRS	213.75
1 ZIEGLER'S ACE HARDWARE	MAINTENANCE SUPPLIES	7.47
	INVOICES TOTAL:	221.22

524120-UTILITIES

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

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1 NEXAMP INC	ELECTRIC BILL	18.28
		INVOICES TOTAL: 18.28

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	CAFE CAR LEASE AGREEMENT	2,575.00
		INVOICES TOTAL: 2,575.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	PAPER TOWELS	259.76
		INVOICES TOTAL: 259.76

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	970.08
1 MID-TOWN PETROLEUM ACQUISITION LLC	AUTOMOTIVE SUPPLIES	326.75
		INVOICES TOTAL: 1,296.83

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	24.18
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	49.17
		INVOICES TOTAL: 73.35

534335-PURCHASES - MISC GOLF MDSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LUCKY IN LOVE	GOLF APPAREL	785.77
		INVOICES TOTAL: 785.77

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	379.99
		INVOICES TOTAL: 379.99

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

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RUSSO'S POWER EQUIPMENT INC	BACKPACK BLOWERS	988.00

** Indicates pre-issue check.

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INVOICES TOTAL: 988.00

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	780.41
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	970.09
<u>INVOICES TOTAL:</u>		<u>1,750.50</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	4.27
1 CAROL STREAM LAWN & POWER	CARBURETOR	141.50
1 DEKANE EQUIPMENT CORPORATION	MAINTENANCE SUPPLIES	273.16
1 DEKANE EQUIPMENT CORPORATION	MAINTENANCE SUPPLIES	1,291.31
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	157.49
<u>INVOICES TOTAL:</u>		<u>1,867.73</u>

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	EXIT SIGN REPLACEMENT BATTERIES	31.99
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	277.06
1 L & M GREENHOUSES	SPRING FLOWER PURCHASE	407.68
1 PRO CHEM INC	MAINTENANCE SUPPLIES	263.73
<u>INVOICES TOTAL:</u>		<u>980.46</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREENKEEPER	ANNUAL MEMBERSHIP DUES	1,000.00
<u>INVOICES TOTAL:</u>		<u>1,000.00</u>

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - MAY 2023	38.10
1 COMPLETE BAR SYSTEMS LLC	CLEANED BEER LINES	64.00
<u>INVOICES TOTAL:</u>		<u>102.10</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	PAPER TOWELS	32.47
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	107.50
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	132.00
<u>INVOICES TOTAL:</u>		<u>271.97</u>

** Indicates pre-issue check.

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532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	7.44
INVOICES TOTAL:		7.44

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	131.99
1 ELGIN BEVERAGE CO	BEER PURCHASE	143.99
1 EUCLID BEVERAGE LLC	BEER PURCHASE	138.42
1 EUCLID BEVERAGE LLC	BEER PURCHASE	275.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	400.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	750.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	163.80
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	310.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	70.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	324.00
1 GRECO AND SONS INC	FOOD PURCHASE	140.22
1 GRECO AND SONS INC	FOOD PURCHASE	303.85
1 GRECO AND SONS INC	FOOD PURCHASE	345.00
1 GRECO AND SONS INC	FOOD PURCHASE	110.85
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	470.00
1 GRECO AND SONS INC	FOOD PURCHASE	50.00
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	152.69
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	184.04
1 SYSCO CHICAGO INC	FOOD PURCHASE	220.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	506.00
INVOICES TOTAL:		5,189.85

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - MAY 2023	38.10
1 ALSCO	LINEN SERVICES	117.52
1 ALSCO	LINEN SERVICES	462.69
1 ALSCO	LINEN SERVICES	676.02
INVOICES TOTAL:		1,314.33

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELEGANT PRESENTATIONS INC	TABLECLOTH RENTAL	321.30
1 ELEGANT PRESENTATIONS INC	EQUIPMENT RENTAL	692.24
INVOICES TOTAL:		1,013.54

** Indicates pre-issue check.

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530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	WEDDING PACKAGE SUPPLIES	157.59
1 EDWARD DON & COMPANY	PAPER TOWELS	32.47
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	107.50
1 MLA WHOLESALE INC	FLOWERS	141.75
1 MLA WHOLESALE INC	FLOWERS	163.15
1 MLA WHOLESALE INC	FLOWERS	188.40
1 SIGNARAMA	WEDDING BANNER	65.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	132.00
INVOICES TOTAL:		987.86

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	7.44
INVOICES TOTAL:		7.44

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	558.92
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	265.99
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	594.69
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	336.49
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	132.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	100.00
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	343.92
1 GORDON FOOD SERVICE INC	CREDIT - RETURN	-21.99
1 GORDON FOOD SERVICE INC	CREDIT - RETURN	-14.50
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	661.38
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	14.50
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	2,100.94
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	740.02
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	3,100.48
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	145.84
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	301.92
1 GRECO AND SONS INC	FOOD PURCHASE	140.21
1 GRECO AND SONS INC	FOOD PURCHASE	825.00
1 GRECO AND SONS INC	FOOD PURCHASE	531.26
1 GRECO AND SONS INC	FOOD PURCHASE	31.95
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	442.13
1 GRECO AND SONS INC	FOOD PURCHASE	447.32
1 GRECO AND SONS INC	FOOD PURCHASE	213.71
1 IL GIARDINO DEL DOLCE INC	MINI PASTRIES/ITALIAN COOKIES	130.00
1 IL GIARDINO DEL DOLCE INC	CAKE PURCHASE	68.50
1 IL GIARDINO DEL DOLCE INC	MINI PASTRIES/COOKIES	374.00
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	119.10
1 SYSCO CHICAGO INC	FOOD PURCHASE	1,113.86
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	1,925.11

** Indicates pre-issue check.

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INVOICES TOTAL: 15,722.75

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	682.88
<u>INVOICES TOTAL:</u>		<u>682.88</u>

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	83.99
<u>INVOICES TOTAL:</u>		<u>83.99</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	950.00
1 CIGAR WERKS INC	CIGAR PURCHASE	331.12
1 ELGIN BEVERAGE CO	BEER PURCHASE	334.75
1 EUCLID BEVERAGE LLC	BEER PURCHASE	192.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	540.71
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	700.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	700.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	40.00
1 GRECO AND SONS INC	FOOD PURCHASE	258.80
1 GRECO AND SONS INC	FOOD PURCHASE	100.00
1 GRECO AND SONS INC	FOOD PURCHASE	670.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	500.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	97.56
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	333.30
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	55.22
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	155.25
1 SCNS SPORTS FOODS	FOOD PURCHASE	112.40
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	562.00
<u>INVOICES TOTAL:</u>		<u>6,633.11</u>

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLARKE ENVIRONMENTAL MOSQUITO	MOSQUITO MGMT SERVICE JULY 2023	16,650.00
1 CONVERGINT TECHNOLOGIES LLC	SECURITY SOFTWARE MAINTENANCE	702.98
<u>INVOICES TOTAL:</u>		<u>17,352.98</u>

522700-COMPUTER SERVICES

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

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**	1 ELAN FINANCIAL SERVICES	GIS AUTOMATION/MDM FEES	84.30
		<u>INVOICES TOTAL:</u>	<u>84.30</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANTAGE PLUMBING & SEWER CO	WATER HEATER LEAK REPAIRS	274.00
1 ADVANTAGE PLUMBING & SEWER CO	BACKFLOW DEVICE TESTING	395.80
1 ADVANTAGE PLUMBING & SEWER CO	BACKFLOW DEVICE TESTING	395.80
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - MAY 2023	4,355.00
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	239.60
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	1,100.00
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	400.00
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	280.00
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	120.00
1 TK ELEVATOR CORPORATION	ELEVATOR SERVICE AGREEMENT	696.33
1 TRUGREEN	FERTILIZER APPLICATION	156.01
	<u>INVOICES TOTAL:</u>	<u>8,412.54</u>

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	410.11
1 VERIZON WIRELESS	WIRELESS SERVICES	580.16
	<u>INVOICES TOTAL:</u>	<u>990.27</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEXAMP INC	ELECTRIC BILL	117.11
1 NICOR GAS	GAS BILL	167.33
1 NICOR GAS	GAS BILL	642.38
	<u>INVOICES TOTAL:</u>	<u>926.82</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	RETIREMENTS/CROSSING GUARD LUNCH	373.80
** 1 ELAN FINANCIAL SERVICES	RETIREMENT/ANNIVERSARY SUPPLIES	472.01
1 GRIMCO INC	BLOCKOUT BANNER	232.47
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	357.54
1 WAREHOUSE DIRECT	TRASH BAGS	182.67
1 WAREHOUSE DIRECT	PAPER TOWELS	47.68
1 WAREHOUSE DIRECT	CLEANING SUPPLIES	10.55
	<u>INVOICES TOTAL:</u>	<u>1,676.72</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TEE JAY SERVICE COMPANY INC	ENTRANCE DOOR PUSH BAR REPAIRS	375.00
	<u>INVOICES TOTAL:</u>	<u>375.00</u>

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546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOWN & COUNTRY GARDENS EL	FLOWERS/MEMORIAL DAY	87.99
<u>INVOICES TOTAL:</u>		<u>87.99</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CLOUD SERVICES	1.45
<u>INVOICES TOTAL:</u>		<u>1.45</u>

7000-POLICE PENSION EXPENDITURES

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAUTERBACH & AMEN LLP	MAY 2023 PSA	200.00
<u>INVOICES TOTAL:</u>		<u>200.00</u>

7200-BLUFF CITY SSA DEBT SERV EXP

547004-SSA BOND INTEREST EXPENSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUFF CITY LLC	BLUFF CITY SSA INTEREST PYMT	31,675.00
<u>INVOICES TOTAL:</u>		<u>31,675.00</u>

900000-POOLED CASH & INVESTMENT FUND

100028-POSTAGE MACHINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 U S POSTAL SERVICE	POSTAGE FOR METER	5,000.00
<u>INVOICES TOTAL:</u>		<u>5,000.00</u>

GRAND TOTAL: 2,511,097.92

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 6/20/2023

GENERAL FUND	116,642.91
MOTOR FUEL TAX FUND	15,015.59
DEVELOPER DEPOSITS FUND	17,407.50
BREWSTER CREEK TIF MUN ACCT	670.00
WATER FUND	531,575.63
SEWER FUND	1,716,825.22
PARKING FUND	736.65
GOLF FUND	45,441.35
CENTRAL SERVICES FUND	29,908.07
POLICE PENSION FUND	200.00
BLUFF CITY SSA DEBT SERV FUND	31,675.00
POOLED CASH & INVESTMENT FUND	5,000.00
GRAND TOTAL	2,511,097.92

** Indicates pre-issue check.

VILLAGE OF BARTLETT TREASURER'S REPORT
 CASH & INVESTMENT REPORT
 FISCAL YEAR 2022/23 as of April 30, 2023

Fund	3/31/2023		Receipts		Disbursements		Detail of Ending Balance			
							Cash	Investments	Net Assets/Liab.	4/30/2023
General	22,860,970	3,011,127	2,303,108	23,568,989	7,226,230	15,700,949	641,810	23,568,989		
MFT	5,346,742	138,388	23,933	5,461,197	1,923,713	3,516,649	20,835	5,461,197		
Debt Service	569,427	378,202	318	947,310	270,123	676,609	578	947,310		
Capital Projects	5,189,048	20,809	0	5,209,857	12,259	30,706	5,166,892	5,209,857		
Municipal Building	3,142,987	5,293	18,100	3,130,180	815,704	2,043,187	271,289	3,130,180		
Developer Deposits	2,506,406	72,439	0	2,578,844	3,802	4,400,718	(1,825,676)	2,578,844		
59 & Lake TIF	(2,641,255)	0	0	(2,641,255)	303,410	759,986	(3,704,651)	(2,641,255)		
BC Municipal TIF	1,672,635	3,259	184,392	1,491,501	440,957	1,104,516	(53,972)	1,491,501		
Bluff City TIF Municipal	243,241	450	0	243,691	69,530	174,160	0	243,691		
Water	6,581,213	924,549	1,295,022	6,210,739	2,348,560	5,882,454	(2,020,274)	6,210,739		
Sewer	24,271,594	4,401,766	4,345,303	24,328,057	2,179,619	5,459,288	16,689,150	24,328,057		
Parking	(220,555)	7,656	9,261	(222,160)	0	0	(222,160)	(222,160)		
Golf	(521,161)	191,840	263,403	(592,724)	0	0	(592,724)	(592,724)		
Central Services	974,873	122,890	198,277	899,485	237,959	596,043	65,483	899,485		
Vehicle Replacement	4,052,174	67,455	0	4,119,628	583,884	1,462,520	2,073,225	4,119,628		
TOTALS	74,028,337	9,346,121	8,641,117	74,733,341	16,415,750	41,807,786	16,509,806	74,733,341		

BC Project TIF	4,193,967	29,760	0	4,223,727	0	0	4,223,727	4,223,727		
Bluff City Project TIF	11,329	21	0	11,350	3,238	8,111	0	11,350		
Bluff City SSA Debt Srv.	16,917	455,935	0	472,851	0	0	472,851	472,851		
Police Pension	55,486,461	784,178	321,966	55,948,672	2,888,082	53,058,512	2,079	55,948,672		



Todd Dowden
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
 FISCAL YEAR 2022/23 as of April 30, 2023

Fund	Revenues			Expenditures				
	Actual	Current Year Budget	Percent	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	32,808,443	27,110,465	121.02%	111.63%	30,240,237	30,083,547	100.52%	97.48%
MFT	2,208,513	2,105,128	104.91%	103.16%	1,899,691	2,870,000	66.19%	56.07%
Debt Service	2,985,011	2,966,810	100.61%	426.21%	2,959,757	2,962,167	99.92%	425.47%
Capital Projects	2,900,785	2,763,462	104.97%	100.00%	500,000	500,000	100.00%	0.00%
Municipal Building	2,147,925	2,004,200	107.17%	104.12%	23,650	476,000	4.97%	0.12%
Developer Deposits	156,283	172,500	90.60%	60.83%	15,750	241,958	6.51%	20.04%
Bluff City SSA	925,208	947,509	97.65%	95.49%	975,904	981,925	99.39%	97.33%
59 & Lake TIF	(2,564,078)	61,000	-4203.41%	0.00%	77,177	61,000	126.52%	4.25%
Bluff City Municipal TIF	73,319	60,100	122.00%	148.91%	0	105,000	0.00%	0.00%
Bluff City Project TIF	1,111,660	2,100,500	52.92%	107.69%	1,108,301	2,100,000	52.78%	107.72%
Brewster Creek Municipal TIF	970,602	1,015,500	95.58%	110.25%	727,101	2,119,354	34.31%	49.99%
Brewster Creek Project TIF	9,382,160	8,055,000	116.48%	89.16%	9,298,630	8,052,000	115.48%	88.40%
Water	12,968,572	12,812,500	101.22%	102.28%	11,133,247	14,582,092	76.35%	79.52%
Sewer	26,080,324	22,710,000	114.84%	33.67%	23,922,403	22,722,961	105.28%	26.86%
Parking	62,240	50,000	124.48%	39.82%	146,433	239,902	61.04%	49.40%
Golf	2,539,984	2,507,558	101.29%	95.39%	2,553,566	2,496,920	102.27%	100.35%
Central Services	1,465,024	1,456,154	100.61%	100.37%	1,463,680	1,553,135	94.24%	91.23%
Vehicle Replacement	920,050	704,992	130.51%	101.37%	837,914	989,000	84.72%	39.85%
Police Pension	3,384,353	7,061,621	47.93%	14.78%	3,015,692	3,487,530	86.47%	47.95%
Subtotal	100,526,379	96,664,999	103.99%	93.50%	90,899,132	96,624,491	94.07%	78.15%
Less Interfund Transfers	(9,655,972)	(9,655,972)	100.00%	96.04%	(9,665,972)	(9,665,972)	100.00%	96.04%
Total	90,870,407	87,009,027	104.44%	93.35%	81,233,160	86,958,519	93.42%	77.21%

VILLAGE OF BARTLETT TREASURER'S REPORT
 MAJOR REVENUE BUDGET COMPARISONS
 FISCAL YEAR 2022/23 as of April 30, 2023

Fund	Actual	Current Year		Prior	
		Budget	Percent	YTD %	YTD %
Property Taxes	11,708,787	11,629,537	100.68%	102.17%	
Sales Taxes (General Fund)	3,892,737	3,400,000	114.49%	101.44%	
Income Taxes	6,641,682	5,400,000	122.99%	129.94%	
Telecommunications Tax	411,366	410,000	100.33%	89.58%	
Home Rule Sales Tax	2,903,619	2,500,000	116.14%	106.84%	
Real Estate Transfer Tax	741,876	850,000	87.28%	149.29%	
Use Tax	1,738,523	1,600,000	108.66%	183.00%	
Building Permits	892,272	650,000	137.27%	121.89%	
MFT	1,671,489	1,650,000	101.30%	105.06%	
Water Charges	12,525,821	12,600,000	99.41%	101.88%	
Sewer Charges	7,143,168	6,550,000	109.06%	104.47%	
Interest Income	950,978	38,300	2482.97%	0.80%	

VILLAGE OF BARTLETT TREASURER'S REPORT
 GOLF FUND DETAIL (Excluding Capital Projects)
 FISCAL YEAR 2022/23 as of April 30, 2023

Fund	Actual	Current Year Budget	Percent
Golf Program			
Revenues	1,464,084	1,430,558	102.34%
Expenses	1,325,034	1,397,786	94.80%
Net Income	<u>139,050</u>	<u>32,772</u>	<u>424.29%</u>
F&B - Restaurant			
Revenues	143,265	149,000	96.15%
Expenses	382,776	365,622	104.69%
Net Income	<u>(239,511)</u>	<u>(216,622)</u>	<u>110.57%</u>
F&B - Banquet			
Revenues	768,833	780,000	98.57%
Expenses	756,449	667,812	113.27%
Net Income	<u>12,384</u>	<u>112,188</u>	<u>11.04%</u>
F&B - Midway			
Revenues	163,803	148,000	110.68%
Expenses	89,306	65,700	135.93%
Net Income	<u>74,496</u>	<u>82,300</u>	<u>90.52%</u>
Golf Fund Total			
Revenues	2,539,984	2,507,558	101.29%
Expenses	2,553,566	2,496,920	102.27%
Net Income	<u>(13,582)</u>	<u>10,638</u>	<u>-127.67%</u>

Sales Taxes

Month	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
May	143,188	125,055	141,609	161,850	159,411	167,379	156,194	160,850	185,540	220,859
June	162,596	153,553	170,308	178,006	186,494	194,753	187,952	183,798	277,635	281,954
July	173,657	178,983	170,734	181,943	201,320	200,041	205,572	198,797	274,678	303,057
August	191,196	200,051	200,031	224,385	219,629	227,783	232,110	209,005	331,855	338,161
September	186,097	188,547	193,484	211,186	224,268	218,236	220,524	233,289	325,874	334,152
October	184,425	190,872	204,424	209,930	215,328	211,089	262,349	221,535	299,302	380,114
November	186,229	181,445	198,880	206,205	208,760	215,922	227,334	202,764	304,608	319,337
December	170,530	188,055	212,286	212,435	219,639	196,081	214,284	236,916	314,214	316,040
January	174,037	179,846	204,437	207,123	221,599	221,276	243,184	208,079	282,703	338,672
February	149,669	160,774	170,190	201,075	206,836	196,714	186,495	199,411	312,927	335,097
March	210,506	187,865	194,219	190,934	196,530	181,590	203,051	203,477	308,392	452,524
April	151,678	141,054	149,630	167,837	180,413	170,866	193,930	211,072	247,260	281,334
Total	2,083,807	2,076,100	2,210,232	2,352,909	2,440,227	2,401,729	2,532,977	2,468,994	3,464,989	3,901,303
% increase	1.73%	-0.37%	6.46%	6.46%	3.71%	-1.58%	5.46%	-2.53%	40.34%	13.78%

Budget 2,010,000 2,075,000 2,115,000 2,205,000 2,400,000 2,425,000 2,460,000 2,575,000 3,400,000 3,400,000

Return Back

Warrant/EFT#: EF 0012048

Fiscal Year	2023	Issue Date	04/07/23	
Warrant Total	\$281,333.90	Warrant Status		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A2390945	3A2390945	\$281,333.90



IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$281,333.90	DISTRIBUTE MUNI/CNTY SALES TAX



Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 04/07/2023
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: JAN. 2023 COLL MO: FEB. 2023 VCHR MO: APR. 2023
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX



MOTOR FUEL TAX

Month	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
May	106,665	89,988	93,139	91,478	86,848	83,590	96,769	134,647	138,706
June	80,212	58,408	58,737	72,645	79,592	76,204	99,562	138,322	143,599
July	89,915	103,948	94,278	95,252	93,416	95,250	121,837	137,127	140,615
August	61,056	100,154	89,533	89,970	90,079	137,033	142,172	148,687	135,008
September	83,006	67,441	79,032	79,527	75,247	148,846	132,059	142,475	146,887
October	89,337	87,626	91,489	91,053	98,725	136,575	130,305	131,236	139,533
November	90,552	101,486	93,216	92,796	92,950	153,788	131,647	144,611	140,270
December	103,771	93,002	97,757	91,055	89,502	180,890	136,795	153,239	160,435
January	97,525	89,828	92,928	93,233	89,403	128,180	119,239	140,177	128,618
February	74,031	90,531	88,602	80,765	81,313	126,802	112,605	96,768	131,699
March	37,978	77,861	75,544	80,062	77,761	131,268	116,673	137,179	127,842
April	95,841	93,782	90,224	94,326	91,212	122,218	135,751	138,279	146,038
Subtotal	1,009,889	1,054,055	1,044,479	1,052,164	1,046,048	1,520,643	1,475,415	1,642,746	1,679,249
Plus:									
High Growth	37,682	37,743	37,801	37,266	36,909	9,192	89,348	61,771	
Jobs Now	359,592								
Rebuild Illinois									
Total	1,407,163	1,091,798	1,082,280	1,089,430	1,082,957	1,529,835	2,922,648	2,609,773	452,628
Budget	1,188,990	1,025,000	1,067,287	1,095,000	1,095,000	1,085,000	1,715,000	1,620,000	1,650,000
Annual Inc in \$									
only MFT Allocations	-0.73%	4.37%	-0.91%	0.74%	-0.58%	45.37%	-2.97%	11.34%	5.61%



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets
217-782-1662

Municipality Report

May 2, 2023

Bartlett

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR APRIL, 2023

Beginning Unobligated Balance		\$7,595,323.74
Motor Fuel Tax Fund Allotment	\$77,429.61	
MFT Transportation Renewal Fund Allotment	\$68,608.41	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		\$146,038.02
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		\$7,741,361.76

PROCESSED TRANSACTIONS:

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

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

Month	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
May	409,164	385,165	517,788	703,098	622,835	738,677	562,075	552,308	565,171	827,513	415,461	693,410	1,304,763
June	218,172	245,987	272,230	238,871	231,987	306,761	268,673	285,636	261,088	258,429	257,341	608,397	383,282
July	306,618	318,662	349,582	365,845	383,947	432,821	383,442	377,861	353,016	386,474	408,647	545,787	647,045
August	201,020	219,229	219,366	227,299	223,978	251,174	223,293	180,579	259,137	277,037	558,708	306,468	333,265
September	206,152	211,017	217,593	221,748	219,026	239,229	243,902	212,997	252,907	245,191	316,571	323,647	362,169
October	299,619	335,157	342,618	386,875	390,808	420,455	360,422	324,300	393,064	437,466	458,423	588,142	663,057
November	225,490	213,448	258,884	256,145	263,481	277,231	241,907	244,065	283,096	285,514	309,760	337,156	419,871
December	249,379	200,970	213,647	204,452	198,121	216,813	219,162	214,871	234,948	269,799	274,242	314,565	376,725
January	284,311	298,588	331,177	378,611	335,683	406,804	354,337	313,145	341,897	377,110	436,922	560,065	611,766
February	351,345	344,257	390,939	401,803	500,840	445,170	409,813	453,275	411,330	388,526	461,926	698,349	604,890
March	175,237	229,674	219,213	229,493	218,490	257,723	214,499	227,873	247,673	288,908	318,357	302,694	358,254
April	301,466	356,610	380,648	401,317	446,490	398,780	413,655	349,908	397,816	424,333	507,617	646,664	576,594
Total	3,227,973	3,358,764	3,713,686	4,015,557	4,035,686	4,391,638	3,895,179	3,736,819	4,000,843	4,466,301	4,723,974	5,925,343	6,641,682
LGDF @ 10%	4,961,731	5,597,940	6,189,477	6,692,595	6,240,385	5,489,548	4,868,974	6,145,469	7,037,087	7,767,480	7,855,193	9,777,794	10,844,504
DIFFERENCE	(1,733,758)	(2,239,176)	(2,475,791)	(2,677,038)	(2,204,699)	(1,097,910)	(973,795)	(2,408,650)	(3,036,244)	(3,301,179)	(3,131,219)	(3,852,451)	(4,202,823)

LGDF Effective % Rate Changes

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

Proclamation Recognizing Paula Schumacher for 30 Years of Service to the Village of Bartlett

WHEREAS, in the month of June 2023, Village Administrator Paula Schumacher reached her 30th anniversary with the Village of Bartlett; and

WHEREAS, Paula was introduced to local government at a very young age, watching her dad serve as a volunteer firefighter and learning as both her father and mother worked for a local municipal public works and finance department, respectively, and Paula was not too far behind, dipping her toes into the municipal waters during her first job at Schiller Park Pool and the Recreation Center; and

WHEREAS, Paula went on to receive an education in political science from the University of Illinois, followed by a Master's in Public Administration from Northern Illinois University. She brought that education to Bartlett, starting as an administrative intern and earning multiple promotions until she was named village administrator in 2017; and

WHEREAS, Administrator Schumacher immediately showed herself to be a strong advocate for improving the nuts and bolts of government, working with every municipal department to develop and implement policy, taking the lead on projects such as strategic planning to gain an in-depth understanding of the goals set out by the Village Board and how to work with the management team to achieve them and taking an important, proactive approach to economic development; and

WHEREAS, Paula quickly understood that Bartlett was not simply a municipality but also a community, and she went to work expanding communication and engagement with residents, building and maintaining strong relationships with both fellow taxing districts and various civic groups, including the Bartlett Veterans organizations, the Bartlett Area Chamber of Commerce and the Bartlett Rotary Club; and

WHEREAS, the Village and its stakeholders are grateful for Paula's service, her resolve, her focus and her leadership;

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois hereby proclaim a happy anniversary of thirty years to Village Administrator Paula Schumacher.

Dated this 20th day of June 2023



Kevin Wallace, Village President



Agenda Item Executive Summary

Item Name	BEDA Revisions	Committee or Board	Board
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BUDGET IMPACT

Amount:	\$250,000	Budgeted	Yes
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List what fund	Incentives
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EXECUTIVE SUMMARY

With five years having passed since the BEDA program's inception, staff is proposing the following improvements to help ensure that funds are allocated and reinvested to maximum effect:

- 1) To add a consent form as part of the BEDA application notifying applicants the Village will conduct background checks, credit inquiries, or review financial records to assess the qualifications and credibility of the applicant.
- 2) To impose a "clawback" provision whereby if a BEDA recipient relocates its business outside of the Village, ceases business operations, or fails to comply with the BEDA Program's requirements within the first two years after receiving a grant, the Village can recoup certain portions of the grant funds.
- 3) That outdoor dining as an eligible expense include only permanent improvements including patios, railings, and permanent outdoor seating fixtures. Expenses for tables, chairs, umbrellas or other items that can be easily moved elsewhere would not be eligible for grant reimbursement.
- 4) Stronger language requiring a project to be completed within 12 months, and that an extension request must be made in writing by the applicant and presented for approval to the Grant Administrator, EDC, or Village Board if necessary.
- 5) A requirement that the applicant have a certificate of occupancy and a valid business license prior to a grant payment being made.
- 6) A requirement that the applicant be current on all payments due to the Village.
- 7) Language that acknowledges that if the final costs come in less than what was estimated to determine the reimbursement amount, then the grant amount would be reduced accordingly.
- 8) Requirement to provide a copy of a lease upon request to ensure that the village does not make a grant to a business with an expiring lease.

The EDC reviewed these revisions at its May 8th meeting, at which time it recommended in favor of them with the added language that background checks be completed for all applicants.

The Community & Economic Development Committee reviewed them at its June 6th meeting, at which time it was agreed to impose a two-year clawback provision and require a background check of all applicants. **Staff is recommending 60% in year one and 40% in year two.**

ATTACHMENTS (PLEASE LIST)

Staff Memo, draft minutes from May 8, 2023 EDC meeting

ACTION REQUESTED

- I move to approve these updates to the Bartlett Economic Development Assistance (BEDA) program.

Staff: Tony Fradin, E.D. Coordinator

Date: June 12, 2023

ECONOMIC DEVELOPMENT MEMORANDUM

DATE: June 12, 2023
TO: Paula Schumacher, Village Administrator
FROM: Tony Fradin, Economic Development Coordinator *TF*
RE: BEDA Revisions

With five years having passed since initiating the Bartlett Economic Development Assistance (BEDA) program, the village has realized much success. The program has attracted over \$7 million in private investment while recirculating a portion of the village's share of video gaming revenues into new and expanding business ventures in town.

The redevelopment of Bartlett Plaza to Streets of Bartlett, converting a vacant office into a thriving restaurant (One Twenty Live), converting a vacant grocery space into a bar and grill with a bowling alley (O'Hare's Pub/Midway Landing), assisting a home-based business in building out two commercial spaces for the village's only bakery, converting a 140-year-old barn into a code-compliant tapas bar and helping attract an 8,000 SF microbrewery with rooftop beer garden are a few examples.

Along with the success, there have been some challenges. Staff is therefore proposing several improvements to the program to help ensure that the funds are allocated and reinvested in the business community to maximum effect.

The following are the suggested updates to the BEDA Program as proposed by staff, the EDC, and the Community & Economic Development Committee:

- 1) To add a consent form as part of the BEDA application notifying applicants the Village **will** conduct background checks, credit inquiries, or review financial records to assess the qualifications and credibility of the applicant.
- 2) To impose a "clawback" provision whereby if a BEDA recipient relocates its business outside of the Village, ceases business operations, or fails to comply with the BEDA Program's requirements within the first **two years** after receiving a grant, the Village can recoup certain portions of the grant funds. The Village Attorney will craft a grant agreement to address this.
- 3) That outdoor dining as an eligible expense include only permanent improvements including patios, railings, and permanent outdoor seating fixtures. Expenses for tables, chairs, umbrellas or other items that can be easily moved elsewhere would not be eligible for grant reimbursement.
- 4) Stronger language requiring a project to be completed within 12 months, and that an extension request must be made in writing by the applicant and presented for approval to the Grant Administrator, EDC, or Village Board if necessary.
- 5) A requirement that the applicant have a certificate of occupancy and a valid business license prior to a grant payment being made.

- 6) A requirement that the applicant be current on all payments due to the Village.
- 7) Language that acknowledges that if the final costs come in less than what was estimated to determine the reimbursement amount, then the grant amount would be reduced accordingly.
- 8) Requirement to provide a copy of a lease upon request to ensure that the village does not make a grant to a business with an expiring lease.

In an effort to keep this program streamlined and business-friendly, I believe that the above will improve it to the extent that it can continue to attract further investment in the village while adding an improved margin of safety for the village over the next several years.

Please note that the next BEDA application coming before the Village Board is for Yummy Poke and was submitted and reviewed by the EDC in April prior to any recommended revisions. Savoury Restaurant & Pancake Café and the Boss's Signature are also in the process of applying BEDA grants and have been working on it for several months prior to any proposed revisions.

MAY 8 ECONOMIC DEVELOPMENT COMMISSION MEETING:

The EDC reviewed the above recommendations at its meeting on May 8, 2023.

The commission unanimously supported the improvements to the program, with the additional recommendation to perform background checks on all applicants.

Staff is concerned about the potential delay with running background checks for all applicants, thus we recommend the terminology that the Village may conduct background checks.

The draft minutes are attached for your review.

JUNE 6 COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE MEETING:

The Community & Economic Development Committee reviewed the proposed modifications and the EDC meeting minutes at its June 6th meeting.

Following a brief discussion, it was agreed that background checks will be required of all applicants and to reduce the clawback provision time period from three to two years.

REQUEST:

That the Village Board approve these eight revisions to the Bartlett Economic Development Assistance (BEDA) program to strengthen it moving forward.

FROM DRAFT OF MAY 8, 2023 EDC MINUTES:

BEDA PROGRAM UPDATES

Mr. Fradin stated that with five years having passed since initiating the Bartlett Economic Development Assistance (BEDA) program, we have seen much success. The program has attracted over \$7 million in private investment while recirculating a portion of the village's share of video gaming funds into new and expanding business ventures in town. The redevelopment of Bartlett Plaza to Streets of Bartlett, converting a vacant office into a thriving restaurant (One Twenty Live), converting a vacant grocery space into a bar and grill with a bowling alley (O'Hare's Pub/Midway Landing), assisting a home-based business in building out two commercial spaces for the village's only bakery, converting a 140-year-old barn into a code-compliant tapas bar and helping attract an 8,000 SF microbrewery with rooftop beer garden are a few examples.

Along with the success, there have been some challenges. Staff is proposing several improvements to the program to help ensure that the funds are allocated and reinvested in the business community to maximum effect.

The following are staff's suggested updates to the BEDA Program:

- 1) To add a consent form as part of the BEDA application notifying applicants the village may conduct background checks, credit inquiries, or review financial records to assess the qualifications and credibility of the applicant.
- 2) To impose a "clawback" provision whereby if a BEDA recipient relocates its business outside of the village, ceases business operations, or fails to comply with the BEDA Program's requirements within the first three years after receiving a grant, the village can recoup certain portions of the grant funds.
- 3) That outdoor dining as an eligible expense include only permanent improvements including patios, railings, and permanent outdoor seating fixtures. Expenses for tables, chairs, umbrellas or other items that can be easily moved elsewhere would not be eligible for grant reimbursement.
- 4) Stronger language requiring a project to be completed within 12 months, and that an extension request must be made in writing by the applicant and presented for approval to the Grant Administrator, EDC, or Village Board, if necessary.
- 5) A requirement that the applicant provide verification of a certificate of occupancy and a valid business license prior to a grant payment being made.
- 6) A requirement that the applicant be current on all payments due to the village.

- 7) Language that acknowledges that if the final costs come in less than what was estimated to determine the reimbursement amount, then the grant amount would be reduced accordingly.
- 8) Requirement to provide a copy of a lease upon request to ensure that the village does not make a grant to a business with an expiring lease.

In an effort to keep this program streamlined and business-friendly, I believe that the above will improve it to the extent that it can continue to attract further investment in the village while adding a margin of safety for the village over the next several years.

Please consider the eight proposals and review the attached application and come to the meeting prepared to discuss them and any other suggestions that you may have on how to improve the BEDA program.

Commissioner Lewensky asked if it is worth having a claw back provision, given the difficulties in enforcement. When offering a program like this, a business going under is a known risk going into it.

Mr. Fradin stated that it is something he has thought about. Staff knows that if a business goes under, it may be difficult or impossible to collect, but there are so many different types of BEDA grants, there are different avenues that staff can use to collect. The village attorney would be involved in anything like that.

Mr. Skrycki stated that it is a little bit more government bureaucracy, some of the templates we looked at are 3 years at a pro-rated cost. Those decisions will be made by the management team, and at the end of the day, a business being hesitant to sign a clawback provision may create some hesitancy on the staff side.

Commissioner Lewensky added a point about maybe having a dollar amount threshold for a clawback, maybe for grants over \$10,000.

Commissioner Erickson agreed, but also stated that she liked having it vague, and a specific number could paint us into a corner. Every case should be looked at uniquely.

Commissioner Gorski had agreed with both points. There's a big difference between a \$3,000 sign and a \$50,000 remodel.

Commissioner Erickson added that she liked it being vague for when you look further down, and a valid business license, to me that could mean certificates of good standing. Fraud has moved from consumers to big time business fraud, so that's where we really look for that information.

Mr. Dienberg added that the certificate of good standing is apart of the business licensing process, and that would check those boxes.

Commissioner Gorski asked if there were any new points that staff didn't ultimately decide to add when doing the research for this.

Mr. Fradin stated that there were, but there were some towns that were a little bit more specific in the types of eligible projects, and we liked the broadness that we previously had describing a buildout, and just list what is not eligible.

Commissioner Gorski also recommended making the consent form for background checks or credit inquiries would be to be consistent to prevent any possible discrimination based on who staff deems requiring a background check.

Commissioner Erickson stated that she cannot speak to background checks, but as soon as you put credit inquiries and you pull credit, it does have to be all or nothing as a part of the fair credit act.

Mr. Fradin thanked the Commissioners for the feedback, and added that the new village attorney from Ancel Glink would review this information as well.

Commissioner Perri asked if we have the village attorney review this.

Mr. Fradin stated yes, there will ultimately be an official incentive agreement for every grant to help protect the village's interests.

Commissioner Suffern asked if a clawback provision was in place with the Bartlett Tavern, would we be going after them?

Mr. Skrycki stated that staff would have had to evaluate all factors, every situation is so different, and the management team would evaluate that specific project on a case-by-case basis.

Commissioner Erickson stated that she liked the case-by-case basis, citing the pandemic as an example of a special circumstance if a business went under, she couldn't see the village going after them for a small grant.

Mr. Fradin stated that he would work to change the language for point one to make the consent form required and less discretionary.

Commissioner Gorski moved to recommend the BEDA Program with the mentioned changes to the village board. That motion was seconded by Commissioner Gudenkauf.

AYES: Commissioners Densford, Erickson, Gorski, Gudenkauf, Lewensky, Perri, Suffern

NAYS: None

ABSENT: Commissioner Kubaszko

Motion Carries

Bartlett Economic Development Assistance Program

The Village of Bartlett encourages and supports business expansion with grants up to \$50,000 depending on the scope of the business project. The purpose of the program is to encourage businesses to invest in their building and promote revitalization of the Village's commercial development.

Funds for this program are allocated on a first-come, first-served basis each fiscal year until funds are depleted or the program is terminated.

Priority will be given to business projects that enhance the Village's overall business climate per specific criteria.

Assistance

The business assistance grant program will provide a grant up to a maximum of \$50,000 for sales tax producing uses including retail establishments and restaurants. Grants will be distributed on a reimbursement basis once projects are substantially completed.

Building owners or lessees (who produce written consent from the building owner for all proposed improvements) are eligible to apply. The program applies Village-wide, with the exception of properties that are located within existing Tax Increment Financing (TIF) districts.

The amounts of incentives granted will vary based upon the improvements made and each application will be reviewed on a case-by-case basis. All improvements must conform to the Village's regulations including, but not limited to, the Zoning Ordinance and Building Codes. Bartlett's municipal code is available online at www.sterlingcodifiers.com.

Individual properties will be eligible for grants regardless of who the current tenant may be once every two Fiscal Years. The Village of Bartlett's Fiscal Year runs from May 1st of every year through the following April 30th.

Targeted Businesses

Priority will be given to those generating sales tax for the Village as defined by those offering merchandise or food and beverage services to the public, the sale or providing of which is subject to sales tax ("Retail sales"), and from which the revenue derived constitutes the majority of the revenue of the business. Example of eligible businesses include, but not limited to, retail stores, restaurants, grocery or specialty food stores.

Priority will additionally be given to projects that will create new job opportunities as a result of the project.

Only businesses located in commercially-zoned areas are eligible to participate in this program. Existing businesses wishing to expand and/or upgrade are also encouraged to participate.



Eligible Project Costs Include:

- Façade Renovations
- Interior Build-Outs and/or Rehabilitation
- Windows and Doors
- Signs or Awnings
- Outdoor Dining Areas
- Code-Required Landscaping Improvements
- ADA Compliance
- Improvements in Energy Efficiency
- Lighting
- Code-Compliance Related Items

Approval Process for Successful Grant Applications

Schedule a pre-application meeting with Bartlett's Economic Development Team. Contact Tony Fradin at (630) 540-5937 or tfradin@vbartlett.org.

Submit a complete application.

Staff reviews application and presents it to the Economic Development Commission, which reviews the application and makes a recommendation to the Village Board.

Village Board approval or denial.

Following approval of grants, all applicable permits and licenses must be obtained per the Village Code. All work must begin within six months of awarding of grant and be completed within twelve months.

Grant recipients shall provide a request for reimbursement and required documentation for work completed. Once work is completed in accordance with submitted plans, the Village will reimburse the approved funds.

Criteria that Will Be Considered on Applications

The amount of private investment in the project and the ratio of private investment to the rebate.

Jobs anticipated to be created or retained as a result of the new business or expansion.

The type of use, with priority given to sales tax generating businesses.

The amount that the project demonstrates a significant improvement over the existing situation including the reoccupation of vacant buildings or spaces within commercial buildings.

The extent to which the project will improve the aesthetics of the property.

That the project will enhance Bartlett's appeal to new businesses and visitors and add value to the Village.

If the applicant is a military veteran.

The Village of Bartlett supports local businesses and contractors and encourages applicants to purchase materials and services locally. Consideration will be given to the extent to which materials are purchased and local contractors are engaged in the project or provided an opportunity to compete for participation in the project.

Village of Bartlett Economic Development Assistance Application

Applicant Information:

Applicant(s) Name _____

Applicant(s) Address: _____

E-Mail Address: _____

Primary Contact for Project: _____

Cell Phone Number and/or Home Number: _____

Applicant is or will be (check all that apply) _____ Tenant _____ Property Owner

Number of Years in Business: _____ Number of Years in Bartlett: _____

Contact Name and Information for Applicant's Agent or Architect (if any):

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

Property Information:

Project Property Location/Address: _____

This Property is (check all that apply): Retail ___ Restaurant ___ Office _____

Other ___ (explain)

Number of Businesses on Site: _____

Names of Other Businesses on Site: _____

Size of Building (dimensions or total square feet) _____

Stories in building: _____ Parking spaces on property: _____

Last Real Estate Taxes Paid: _____

Property Tax Index Number(s) (PIN): _____

County: Cook ___ DuPage ___ Kane ___

Project Information:

Total Anticipated Project Cost: \$ _____

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

If approved, estimated project completion date: _____

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

Please Attach: Contractor Estimates, Receipts; Copies of both sides of cancelled checks, credit card statements or bank accounts from which materials were purchased and contractors paid; Waivers of Lien

[Redacted]

Application Statement (Read and Sign Below)

I hereby make application to participate in the Bartlett Economic Development Assistance (BEDA) program. In making this application I understand that the purpose of BEDA is to help encourage and leverage private investment in the Village's business community and help my business bring an underperforming property into more productive use.

I understand that prior to commencing any work, the Village must first approve both my participation and proposed scope of work for the project. Applicants must meet with Economic Development staff prior to paying for improvements in order to review how much, if any, the Village may reimburse for the project.

I understand that all improvements made through the help of BEDA must be in accordance with all Village plans and codes. Moreover, as a condition of approval, I understand the Village may require changes to the scope of work I am proposing. I further understand that any work started or completed prior to approval of the project and my participation in the BEDA program is not eligible for reimbursement.

In making this application, I understand that the BEDA program is competitive, funds are limited and selection for participation is at the sole discretion of the Village of Bartlett. I understand that the Village will review my application and at the Village's discretion may reject or approve my participation in the program. I recognize that a project that enhances the Village's business climate by returning an underutilized property into economic productivity, increases local employment opportunities and includes a larger percentage of private investment than public stands a greater chance of being funded by the Village.

I also understand that if selected for this program, the Village will establish a maximum grant award for the project

I further acknowledge that BEDA operates as a rebate program and, therefore, if selected for participation, Village funds will be disbursed to me at the conclusion of the work, after submittals by me of copies of all bills and satisfactory evidence of their payment, either by lien waivers or bills stamped "Paid" by all contractors. I understand that the actual rebate amount will be calculated at some percentage as recommended by staff in relation to the documented actual costs by me for eligible expenses to complete the agreed upon improvements, up to the maximum grant amount awarded by the Village for the project.

By signing this application, I hereby acknowledge that I have read the above statement and understand these important features about the BEDA Program.

Applicant Signature

Date



Return this completed application with attachments to:
Tony Fradin, Economic Development Coordinator
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103



Agenda Item Executive Summary

Item Name	Community Branding Project Authorization	Committee or Board	Board
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BUDGET IMPACT

<i>Amount:</i>	\$25,000 this fiscal year	<i>Budgeted</i>	Yes
<i>List what fund</i>	Advertising		

EXECUTIVE SUMMARY

The Village issued a RFP/RFQ for Community Branding late last year.

We received 7 submittals and determined the top three to bring before the EDC for their recommendation.

Following two meetings including presentations by the two finalists, the EDC recommended in favor of hiring a5Branding & Digital. Because the quote for the entire branding campaign is \$65,000 to \$80,000, staff proposes doing this campaign over several fiscal years, beginning with the initial two phases of outreach and engagement/campaign plan and campaign concept development with some photography at the cost of \$20,000 to \$25,000.

The Community & Economic Development Committee reviewed the proposal at its June 6th meeting, at which time the committee stressed the importance of performance measurements and periodic updates.

ATTACHMENTS (PLEASE LIST)

Staff Memo, Resolution, a5 Project Authorization dated May 17, 2023

ACTION REQUESTED

Motion - I move to approve RESOLUTION 2023 - ____, A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND A5 GROUP, INC.

Staff: Tony Fradin, Econ Development Coordinator Date: June 12, 2023

ECONOMIC DEVELOPMENT MEMORANDUM

DATE: June 12, 2023
TO: Paula Schumacher, Village Administrator
FROM: Tony Fradin, Economic Development Coordinator *TF*
RE: Branding Campaign Consultant

BACKGROUND:

One element of the village's strategic plan is to develop a community branding plan:

Short-Term Complex - 1 to 3 Years

5. Continue the business development strategy focused on attracting and incentivizing an additional grocery store to town.
6. Continue the business recruitment strategy to attract developers to invest in the downtown area and provide options for businesses to locate to Bartlett.
7. Continue to act on strategies for developing Railroad Avenue vacancies.
8. **Develop a community branding plan.**
9. Work to improve retail business profile in the village.
10. Revisit, refine and execute the village's overall economic development incentives.
11. Develop strategy to connect east and west sides of Bartlett.
12. Improve village bike and pedestrian pathways and routes.
13. Determine the need for a TIF district in a portion of the downtown and along Lake Street.

With this in mind, staff began investigating other towns' rebranding efforts, finding that most of them engaged with a branding agency to guide them and work through the process. Staff budgeted for this and drafted a community branding RFQ/RFP which was issued late last year.

RFQ/RFP:

Staff worked in conjunction with Village Attorney Mraz and the Economic Development Commission to craft a RFQ/RFP for community branding, combining elements of other successful communities' documents.

It was originally issued on November 22nd with a due date of December 23rd, then was extended until January 13th to add a Question and Answer section and an Addendum to clarify some items.

A total of seven proposals were received from local and out-of-state branding and marketing firms.

Chairman Gandsey met with staff, at which time we reviewed all seven submittals and determined the three top proposals to bring to the EDC for its review.

March and April EDC Meetings:

At the EDC meeting on March 13th, the commission was presented with three branding proposals and eliminated one of them, leaving two finalists: a5 and McDaniels Marketing. Both were subsequently invited to present their proposals, strategy and capabilities at the EDC's April meeting.

Both agencies presented their proposals along with descriptions of their process and examples of previous municipal branding campaigns at the EDC meeting on April 10th. Following a review and discussion of the two proposals, the EDC unanimously recommended in favor of a5.

a5

a5 has extensive municipal branding experience, having spearheaded efforts for numerous communities in the area including Hanover Park, Oak Park, Woodstock, Freeport, Mundelein and Barrington. They are based out of Chicago headquartered in the Loop on La Salle Street.

a5's submittal is comprehensive and includes all phases from kick-off meetings to campaign development to social media enhancements, video, and ongoing marketing.

The highlights of their response show how a5 would lay the foundation for a multi-year Village marketing campaign with limited, planned content updates throughout the next several years to promote Bartlett as a regional shopping, dining, and recreational destination in the northwest suburbs and increase regional awareness of Bartlett businesses and restaurants, with a focus on broadening its reach beyond Bartlett residents.

a5's submittal is comprehensive and complete. The breakdown of the costs are as follows:

Outreach and engagement/Campaign Plan	\$6,000 to \$7,000
Campaign concept development	\$15,000 to \$18,000
Videos	\$15,000 to \$20,000
Photography	\$5,000 to \$7,000 (photographer fees, a5 art direction)
Marketing tools	\$10,000 to \$12,000
Social Media/Digital Media Asset Creation	\$5,000 to \$6,000
Account management	\$9,000 to \$10,000
Total, Not to Exceed	\$65,000 to \$80,000

Please note that the above figures represent a multi-year community branding initiative.

To fit the project into the current fiscal year's budget, Tony and Scott met with a5 on multiple occasions to modify their quote to the attached contract which amounts to a maximum of \$25,000 this fiscal year.

a5 has accommodated the village by altering their fee schedule to fit within this fiscal year's budget.

The Year One Fee Summary proposed is as follows:

Outreach and engagement/Campaign Plan \$4,000 to \$6,000

Campaign concept development \$14,000 to \$17,000

Photography \$2,000 (photographer fees, a5 art direction)

Total, Year One \$20,000 to \$25,000

JUNE 6, 2023 COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE MEETING:

The Community & Economic Development Committee reviewed a5's original proposal and modified proposal at its June 6th meeting. Additionally, the committee asked questions of staff and John Harris, Principal of a5 Branding & Digital.

Mr. Harris explained the branding campaign process and described the timing of it to accommodate the amount that has been allocated toward this project this fiscal year.

With the current commercial and industrial vacancy rates near all-time lows, staff and the committee stressed that the branding efforts would be utilized in support of existing businesses and promoting local events.

The committee stressed the importance of performance measurements and periodic status reports from a5.

ACTION REQUESTED:

We request that the Village Board authorize staff to enter into the attached agreement with a5 Group Inc. to commence the community branding initiative.

MOTION:

I move to approve Resolution 2023 - ____, A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE AND A5 GROUP, INC.

RESOLUTION 2023 - _____

**A RESOLUTION APPROVING AN AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT AND A5 GROUP, 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 Professional Services Agreement between the Village of Bartlett and A5 Group, Inc. for branding 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 20, 2023, and approved on June 20, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

PROFESSIONAL SERVICES AGREEMENT

This **AGREEMENT** ("**Agreement**") is dated as of the ____ day of _____, 2023 ("**Effective Date**"), and is by and between **THE VILLAGE OF BARTLETT** ("**Village**"), an Illinois home rule municipality, and **A5 GROUP, INC., d/b/a A5 BRANDING + DIGITAL**, an Illinois Corporation ("**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 hereby engages the Contractor to perform and provide the services described in the Project Authorization, a copy of which is attached as **Exhibit A** to this Agreement ("**Project Authorization**"). 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 Project Authorization ("**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. The Contractor must provide the Services pursuant to the terms and conditions of this Agreement and as described in the Project Authorization.

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 not-to-exceed amount as set out in the Project Authorization in the attached **Exhibit A**. The total amount billed by the Contractor for the completion of the Services under this Agreement will not exceed \$25,000. 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 in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, et seq. The Village will not be liable for any costs incurred by the Contractor in connection with any services provided by the Contractor that are outside the scope of this Agreement except upon the prior written consent of the Village and after approval in accordance with all applicable procedures.

D. Reporting. The Contractor will regularly report to the Village regarding the progress of the Services during the term of this Agreement.

E. Term; Termination.

I. Term. The term of this Agreement, unless terminated pursuant to the terms of this Agreement, will expire on the date the Village determines that all of the Services required of the Contractor under this Agreement, as more fully described in the Project Authorization, are completed. A determination of completion will not constitute a waiver of any rights or claims that the Village has, before or after completion, with respect to any breach of this Agreement by the Contractor or any right of indemnification of the Village by the Contractor.

II. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement, at any time and for any reason, upon seven days prior written notice to the Contractor. In the event this Agreement is terminated by the Village, the Contractor will be paid for the Services actually performed and reimbursable expenses actually incurred, if any, prior to the termination date, which amount may not exceed the not-to-exceed amount provided for in the Project Authorization.

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 and all Village elected or appointed officials, officers, employees, representatives, engineers, attorneys, and agents from and 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 this Agreement or 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. This indemnity obligation does not apply to any willful misconduct or gross negligence on the part of the Village.

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. Workers’ Compensation:
 - (a) State: Statutory
 - (b) Employer’s Liability

- \$500,000.00 Per Occurrence
- \$500,000.00 Disease, Policy Limit
- \$500,000.00 Disease, Each Employee
- 2. Commercial General Liability: \$2,000,000.00 General Aggregate
- 3. Business Automobile Liability (including owned, non-owned and hired vehicles):
 - i. Bodily Injury:
 - \$1,000,000.00 Per Person
 - \$1,000,000.00 Per Accident
 - ii. Property Damage
 - \$1,000,000.00 Per Occurrence
 - iii. Umbrella Excess Liability: \$2,000,000.00 over Primary Insurance

The Contractor must name the Village as an additional insured on the Commercial General Liability policy and the Business Automobile Liability policy 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.

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:

A. 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.

B. 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.

C. 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. **Ownership.** The Contractor agrees that all work product, 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 will be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Contractor will cause the work product to be promptly delivered to the Village. Any outstanding payment obligations may not be used as a basis to withhold work product. To the extent any of the work product cannot be considered the property of the Village, Contractor irrevocably grants, assigns, and transfers to the Village all right, title, and interest in and to the work product created under this Agreement in all media throughout the world in perpetuity and all intellectual property rights therein, free and clear of any liens, claims, or other encumbrances, to the fullest extent permitted by law. All intellectual property, Confidential Information, and work product will at all times be and remain the property of the Village. The Contractor will execute all documents and perform all acts that the Village may request in order to assist the Village in perfecting or protecting its rights in and to the work product and all intellectual property rights relating to the work product produced under this Agreement.

G. **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:

Scott Skrycki
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103
sskrycki@bartlett.il.gov

With a copy to:

Ancel Glink, P.C.
140 South Dearborn Street
Chicago, IL 60603
Attn: Kurt Asprooth
kasprooth@ancelglink.com

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

John Harris
Principal, a5 Group Inc.
jharris@a5inc.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. Time is of the Essence. Time is of the essence in the performance of this Agreement.

I. 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.

J. Exhibits. Exhibit A is 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 Exhibit and the text of this Agreement, the text of this Agreement shall control.

K. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted its provisions. Any rule of construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

L. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument, and any signatures to counterparts maybe delivered by facsimile or other electronic transmission and will have the same force and effect as original signatures.

THE VILLAGE OF BARTLETT

By: _____
Village Administrator

A5 BRANDING & DIGITAL GROUP INC

By: _____

Title: _____

EXHIBIT A

Project Authorization
(attached in the following pages)

Project Authorization / Village of Bartlett

May 17, 2023

a5 would help Bartlett find its voice and create a destination brand that differentiates the village from other area communities. a5 would develop a dynamic and engaging multi-year campaign for the Village of Bartlett that accomplishes these goals:

- Drive business attraction and retention
- Energize and inform current residents
- Position the Village as a desirable place for relocation
- Enhance the Village's image as a customer service-focused community.

This campaign would serve as the foundation for marketing the Village for the next five or so years.

According to the RFP, primary objectives of the campaign are:

- Lay the foundation for a multi-year Village marketing campaign with limited, planned content updates throughout the next several years. The Village is allocating funds from its marketing and advertising budget to refresh the campaign in each of the next several fiscal years.
- Promote Bartlett as a regional shopping, dining, and recreational destination in the northwest suburbs.
- Increase regional awareness of Bartlett businesses and restaurants, with a focus on broadening its reach beyond Bartlett residents.
- Enhance the Village's social media presence and increase overall social media engagement (the Village's primary social media platform is Facebook) including on social media platforms including Instagram and Tik Tok.
- Produce branded advertising content that the Village can reuse beyond the scope of the campaign to continue to promote the Village. Consider incorporating local influencers and bloggers to further promote the village's brand.
- Design updated marketing tools to be utilized at trade shows and local business events.
- Promote Bartlett to prospective developers and businesses including those seeking additional locations.

The scope includes:

- Develop campaign concepts in collaboration with the Village (three logo concepts and three campaign slogan/theme concepts).
- Produce multiple videos with a maximum of one minute in length promoting tourism to the Village & Bartlett businesses in general, which can be reused and "remixed" by the Village staff as needed for future social media or web-based content.
- Produce digital artwork, including social media images for posts and stories as determined by the selected firm. The village shall retain ownership of the artwork.
- Produce a digital media marketing campaign, coordinate a social media-driven campaign with cross-promotion via Facebook, LinkedIn, Twitter, and Instagram.
- Utilize Search Engine Optimization (SEO) methods to make it easier to target specific audiences and generate more business leads.
- Evaluate and recommend additional social media networks for use during the campaign, if required.

Project Authorization / Village of Bartlett

May 17, 2023

In the first budget year, a5 would conduct outreach and engagement, develop a campaign plan and craft concepts for the campaign. We also plan to begin capturing photography at summer/fall events in Bartlett. In doing this, we would be preparing to launch the campaign Spring of 2024.

The project authorization that follows provides the tactics a5 would conduct as part of the first budget year.

Outreach and Engagement/Familiarization

To capture the Bartlett story, we need to get to know Bartlett and its people. We propose to conduct outreach and engagement to learn what makes Bartlett different and special.

- Meet with Village staff
- Meet with Bartlett Economic Development Commission
- Conduct one-on-one conversations with elected officials (and/or meeting at Village Board session)
- Conduct small group meetings with the business community (up to two focus groups with up to ten people per meeting)
- Review existing plans, programs and marketing and communication efforts
- Review marketing and communication efforts of nearby communities
- Deploy an email survey to connect with residents and area businesses to understand what the community thinks makes Bartlett different

From this process, we will analyze the results and develop a campaign plan that provides recommendations on how to roll out the campaign and sustain it beyond the first year. This includes:

- Goals
- Audiences
- Key messages
- Tactical recommendations
- Timeline
- Media budget recommendations
- Metrics

For tactical recommendations, we would build into the plan numerous items, including social media, web site, email, PR, events and more. For PR, we will develop and execute an approach to connect with influencers and bloggers as well as traditional media.

Campaign Concept Development

Using what we learned in the outreach and engagement, we would develop and present three campaign concepts (or more) that meld visuals—a logo, logotype, etc.—with themes and words that capture and convey the energy of Bartlett. a5 would make up to two rounds of refinement to one concept. Additional rounds may require additional budget. This scope of work concludes with the acceptance of the campaign concept.

Project Authorization / Village of Bartlett

May 17, 2023

When the campaign concept development is finalized, the campaign deliverables would be designed, produced and deployed. a5 and The Village of Bartlett would formalize the specific deliverables in a separate project authorization.

All final artwork from the accepted concept will be the property of the Village of Bartlett. a5 will maintain the right to show the work as part of the firm's portfolio.

Photography

For year one, a5 proposes to conduct one half-day of photography with the Village of Bartlett. We work with a stable of photographers and would present portfolios for your review and select the photographer that best fits the campaign direction. The photography would capture people at Bartlett events.

Fee Summary / Year One

Outreach and engagement/Campaign Plan	\$4,000 to \$6,000
Campaign concept development	\$14,000 to \$17,000
Photography	\$2,000 (photographer fees, a5 art direction)
Total, Year One	\$20,000 to \$25,000

Terms

a5 would bill monthly for work hours accrued against fee amounts described above. Terms are net 15. Payment of fees and expenses is not contingent on client acceptance of recommendations.

Office expenses, if needed, such as FedEx, local couriers, etc. are additional. Invoices for outside vendors used for printing, photography, mailing, etc. may be billed directly to client to avoid agency markup. If billed to a5, a markup of 15% will be added. For web-related expenses (site hosting, social media ads/boosts, etc.) and other online expenses, a client credit card will be needed for direct billing by vendor.

Proofreading is the exclusive responsibility of the client; neither a5 Group Inc. nor their suppliers will accept responsibility for errors in copy.

If the contents of all pages of this contract meet with your approval, please countersign this form (below) and email to John Harris as authorization to proceed.

John Harris jharris@a5inc.com 312.877.5500 office / 708.227.5313 mobile

Submitted by



John Harris

Date

Principal, a5 Group Inc.

Accepted by

Authorized Signature

Date



Agenda Item Executive Summary

Item Name 2023/24 Budget Amendment Committee or Board Board

BUDGET IMPACT			
Amount:	\$650,000	Budgeted	\$400,000
List what fund	Municipal Building Fund		
EXECUTIVE SUMMARY			
<p>Attached is a resolution to amend the 2023/24 budget. Amendments can be made when unexpected delays require funds to be carried over from the prior year after the current budget has been adopted.</p> <p>Municipal Building Fund - Parking Lot Improvements: The FY 2023/24 budget included \$400,000 for the South Oak parking lot with \$100,000 expected to be completed in the 2022/23 year. Due to delays in downtown construction projects, the parking lot project was delayed and the full amount of the project will be needed for the 2023/24 year. The Oneida & Oak parking lot improvements project, which was originally budgeted for in the Motor Fuel Tax Fund, was also carried over to the current year and was combined with the South Oak parking lot for bid request. An increase in the Municipal Building Fund parking lot improvements line of \$250,000 to a new total of \$650,000 is needed to account for these changes.</p>			
ATTACHMENTS (PLEASE LIST)			
Finance Department Memo Resolution			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Resolution 2023-_____, a resolution approving an amendment to the FY 2023/24 Budget.

Staff: Todd Dowden, Finance Director Date: June 12, 2023

Village of Bartlett
Finance Department Memo
2023-16

DATE: June 12, 2023
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director
SUBJECT: 2023/24 Budget Amendment

Attached is a resolution to amend the 2023/24 budget. Amendments can be made when unexpected delays require funds to be carried over from the prior year after the current budget has been adopted.

Municipal Building Fund – Parking Lot Improvements:

The FY 2023/24 budget included \$400,000 for the South Oak parking lot with \$100,000 expected to be completed in the 2022/23 year. Due to delays in downtown construction projects, the parking lot project was delayed and the full amount of the project will be needed for the 2023/24 year. The Oneida & Oak parking lot improvements project, which was originally budgeted for in the Motor Fuel Tax Fund, was also carried over to the current year and was combined with the South Oak parking lot bid. An increase in the Municipal Building Fund parking lot improvements line of \$250,000 to a new total of \$650,000 is needed to account for these changes.

MOTION: I move to approve Resolution Number 2023-_____R. A Resolution Approving an Amendment to the FY 2023/24 Budget.

RESOLUTION 2023- -R

APPROVING AMENDMENT TO THE FY 2023-24 BUDGET

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 following amendment to the budget of the Village of Bartlett for FY 2023-24 be approved and authorized:

		<u>Increase (Decrease)</u>	<u>Original Budget</u>	<u>Revised Budget</u>
	MUNICIPAL BUILDING FUND			
4200-584022	Parking Lot Improvements	\$250,000	\$400,000	\$650,000

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

SECTION 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 Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: June 20, 2023

APPROVED: June 20, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, Lorna Giless, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023- -R enacted on June 20, 2023, approved on June 20, 2023.

Lorna Giless, Village Clerk

VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2023-2027

SOUTH OAK AVENUE PARKING LOT

Description	This project consists of constructing a public parking lot on the recently purchased vacant lot on South Oak Avenue south of the Banbury Fair parking lot.
Comments	This lot will be used by More Brewing during construction of their building. Once they are finished we would construct the parking lot for public parking.
Future Operating Budget Impact	No impact to operating budget

<i>Use of Funds</i>	<i>Prior Years Actual</i>	<i>Estimated 22/23</i>	<i>Proposed For Future Years</i>				<i>Project Totals</i>
			<i>23/24</i>	<i>24/25</i>	<i>25/26</i>	<i>26/27</i>	
Engineering	\$ 7,850	\$ 25,000					\$ 32,850
Construction		\$ 75,000	\$ 350,000				\$ 425,000
Contingency			\$ 50,000				\$ 50,000
Total	\$ 7,850	\$ 100,000	\$ 400,000				\$ 507,850
Source of Funds							
Municipal Building Fund	\$ 7,850	\$ 100,000	\$ 400,000				\$ 507,850
Total	\$ 7,850	\$ 100,000	\$ 400,000				\$ 507,850

VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2023-2027

PARKING LOT IMPROVEMENTS

Description	We have several parking lots that are ours to maintain. This program includes resurfacing, crackfilling, and sealcoating the lots as needed.	
Comments	FY 2022/23-	Cemetery resurfacing and Oneida & Oak parking lot
	FY 2024/25	Ruzicka Parking Lot
	FY 2024/25	Resurfacing of Koehler Field lots
	FY 2025/26	Oneida & Western Commuter Lot
	FY 2026/27	To be determined
Future Operating Budget Impact	No impact to operating budget	

Use of Funds	Prior Years Actual	Estimated 22/23	Proposed For Future Years				Project Totals
			23/24	24/25	25/26	26/27	
Village Hall Lots	\$ 99,514						\$ 99,514
Kohler Fields	19,600			\$ 225,000			244,600
Metra Lots							0
Ruzicka Lot				\$ 900,000			900,000
Cemetery curb/drive		\$ 70,000	\$ 40,000				110,000
Oneida & Oak Lot		75,000					75,000
Oneida & Western Commuter Lot					\$ 100,000		100,000
Contingencies		25,000	25,000				75,000
Total	\$ 119,114	\$ 170,000	\$ 65,000	\$ 1,150,000	\$ 100,000		\$ 1,604,114
Source of Funds							
MFT Fund	\$ 19,600	\$ 170,000	\$ 65,000	\$ 900,000			\$ 1,154,600
General Fund	99,514			250,000	\$ 100,000		449,514
Parking Fund							0
Total	\$ 119,114	\$ 170,000	\$ 65,000	\$ 1,150,000	\$ 100,000		\$ 1,604,114



Agenda Item Executive Summary

Item Name Bartlett Fourth of July Parade Request Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The Bartlett Lions Club is requesting a parade permit for the Independence Day Parade on Sunday, July 2nd, 2023. The parade will step off at approximately 1:00pm from North and Oak Avenues and end at Apple Orchard Community Park.

ATTACHMENTS (PLEASE LIST)

Staff Memo
Parade Route
Certificate of Insurance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the parade permit request submitted by the Bartlett Lions Club for the Independence Day Parade on Sunday July 2nd, 2023.

Staff: Joey Dienberg
 Management Analyst

Date: June 6, 2023

Memorandum

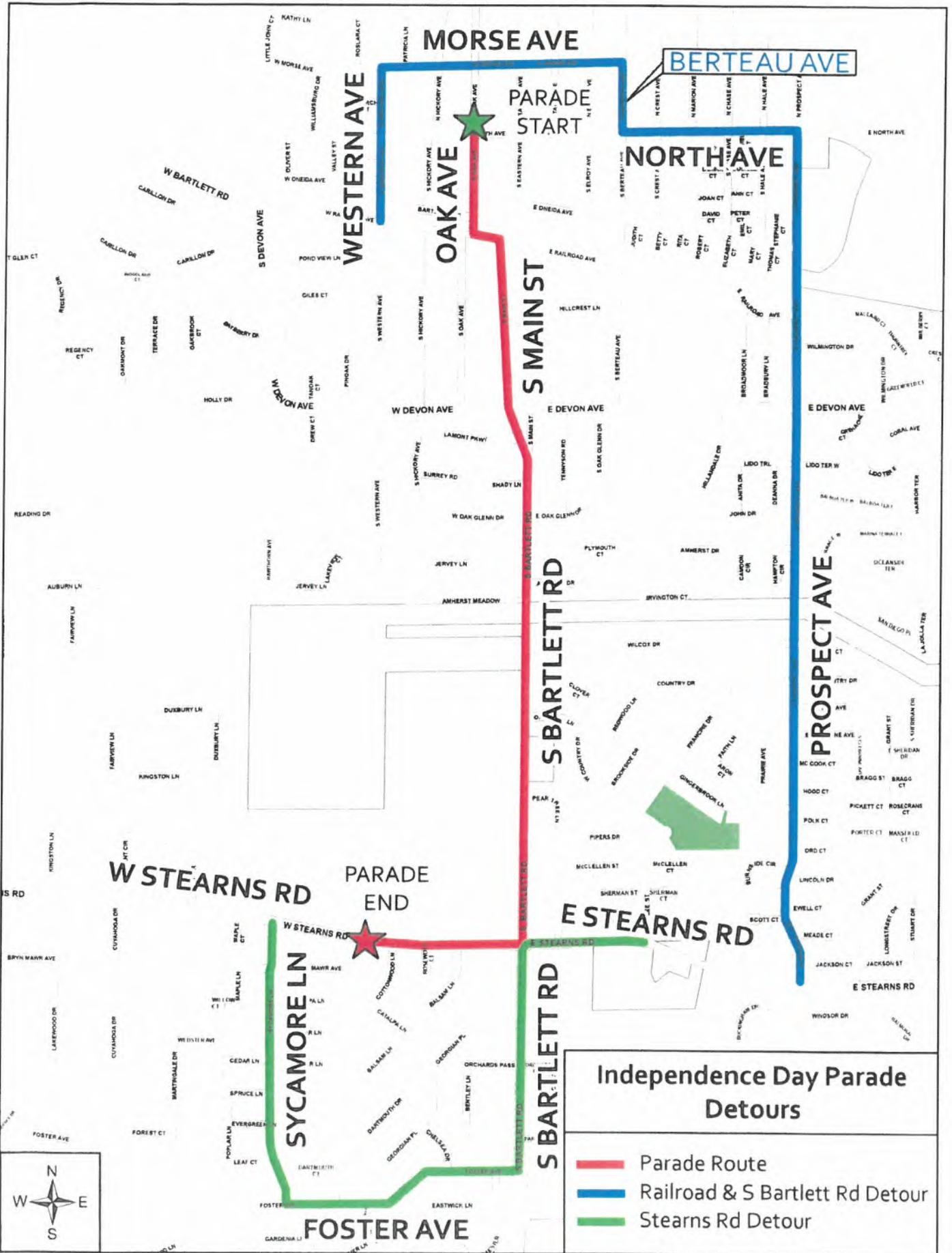
To: Scott Skrycki, Assistant Village Administrator
From: Joey Dienberg, Management Analyst
Date: June 6, 2023
Re: Bartlett Fourth of July Parade Request

The Bartlett Lions Club is requesting a parade permit for the Independence Day Parade on Sunday, July 2nd, 2023. The parade will begin at its traditional starting point at North Avenue and Oak Avenue and continue to Apple Orchard Community Park. Step off for the parade is at 1:00pm.

The certificate of insurance is included and has been reviewed by the village attorney. A map of the route is also attached.

MOTION

I move to approve the parade permit request submitted by the Bartlett Lions Club for the Independence Day Parade on Sunday July 2nd, 2023.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DSP Insurance Services, Inc. 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams PHONE (A/C, No, Ext): 1-800-316-6705 FAX (A/C, No): 847-934-6186 E-MAIL ADDRESS: lionsclubs@dspins.com
	INSURER(S) AFFORDING COVERAGE
INSURED Bartlett 1 J Bartlett Illinois	INSURER A: ACE American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 22667

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg Per Named Insured is \$2,000,000 GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		HDO G47352241	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ISA H10761220	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS OTHER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Bartlett Lions 4th of July Parade July 2 2023

The following persons or organizations granting use of real property, including structures thereon are included as Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the insured shown above and not out of the sole negligence of said additional insured.

*** Village of Bartlett, Bartlett Park District ***

PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER Village of Bartlett 228 S Main Street Bartlett Illinois 60103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Joey Dienberg, Management Analyst
Date: June 6, 2023
Re: Fourth of July Carnival License Application

North American Midway Entertainment Company has submitted the carnival license application on behalf of the Bartlett Fourth of July Committee. The carnival is planned for June 30 – July 4, 2023 at Apple Orchard Community Park.

State law requires owners of carnivals to conduct, at the time of hire, a criminal history record check and a check of the sex offender's registry for all carnival workers. North American Midway Entertainment Company is providing the background checks they did of their employees to our police department for review.

The company also submits a list of rides and our Building Division staff inspects them before the carnival can open for business. In addition to our inspection, the state also inspects rides for safety and attaches an approval sticker to each ride.

The appropriate certificate of insurance has been submitted and reviewed by the Village Attorney. The application is attached for your review.

MOTION

I move to approve the carnival license application submitted by North American Midway Entertainment Company on behalf of the Bartlett Fourth of July Committee for the operation of the carnival for June 30 – July 4, 2023.

1141
Carnival License
Application
Status: Active
Submitted On: 5/30/2023

Primary Location
700 S BARTLETT RD
BARTLETT, IL 60103
Owner
BARTLETT PARK DISTRICT
696 W STEARNS RD
BARTLETT, IL 60103-4504

Applicant
 Garland Kizer
 [Redacted]
 [Redacted]
 [Redacted]
Bartlett, IL 60103

Carnival Operator Information

Business Name*
North American Midway
Address*
2500 W. Higgins Rd, suite 205, Hoffman Estates, IL 60169

Telephone Number*
847-885-2100
Business Owner Name*
LLC

Business Owner Address
Business Owner Telephone Number*
847-885-2100

Business Owner Email Address*
none
Information of Operating Manager or authorized agent for the carnival, responsible for its physical operation*
Thomas Thebault

Operating Manager Telephone Number*
847-885-2100

Event Information

Start date of event*
06/30/2023
End date of event*
07/04/2023

Hours of operation* @
11:00
Location of event*
23:00

Property Owner* @
Bartlett Park District
Is the property owner the sponsor of the carnival*
No

Letter of property owner giving permission for carnival*



(https://vpc3uploadedfiles.blob.core.windows.net/vpc3-files/villageofbartlett/Not_applicable_Tue_May_30_2023_11-51-47.docx?sv=2021-10-04&st=2023-06-07T18%3A03%3A23Z&se=2023-06-07T18%3A48%3A23Z&sr=b&sp=r&sig=hvEoRn4wlcj6B841OtChpFkpnxB%2FKx3eCWSzWUub3%2BI%3D)

Not applicable.docx

List any and all structures to be erected (other than rides)*

None

List all carnival rides at the event*

Various

Certificate of Insurance in compliance with Section 3-4-11 of the Bartlett Municipal Code. (https://codelibrary.amlegal.com/codes/bartlett/il/latest/bartlett_il/0-0-0-1998)

Certificate of insurance*



I acknowledge that I must provide background checks on all employees working the event to the Bartlett Police Department 7 days prior to the start of the event.*
(https://vpc3uploadedfiles.blob.core.windows.net/vpc3-files/villageofbartlett/This_was_submitted_Tue_May_30_2023_11-50-48.docx?sv=2021-10-04&st=2023-06-07T18%3A03%3A23Z&se=2023-06-07T18%3A48%3A23Z&sr=b&sp=r&sig=jFmVTez%2BtbwlmJiiL4JTjC4MsO%2BRq6O6YyLIKJ5n3o%3D)

This was submitted.docx

VILLAGE OF BARTLETT
CARNIVAL LICENSE APPLICATION

1. Business Name: North American Midway Entertainment - Astro Amusement
Address: 2500 W. Higgins Rd. Ste. 205
City: Hoffman Estates State: IL Zip: 60169
Telephone Number: 847-885-2100

2. Name of Owner: Danny Huston
Address: c/o 109 S. Main St.
City: Farmland State: IN Zip: 47340
Telephone Number: 765-433-3038

4. Information of Operating Manager or authorized agent for the carnival, responsible for its physical operation:

Name: Tom Thebault & Wes Sparks
Telephone Number: 847-514-5178 - 847-323-8272

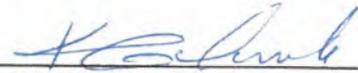
5.. Sponsoring Organization: Bartlett 4th of July Committee

6. Event Details:

Date(s) of Operation: Fri June 30 - Tue July 4, 2023
Hours of Operation: Fri 5-11; Sat Noon-11; Sun Noon-11; Mon 5-10; Tue Noon-11
Location of Event: Apple Orchard Park 620 W. Stearns Rd
Property Owner: Bartlett Park District

AFFIDAVIT

I, Kris Galante, hereby declare, under oath, that the statements made herein are true and correct to the best of my knowledge and belief. I further understand that any incorrect or fraudulent statement made in the application constitutes sufficient grounds for the immediate suspension and/or revocation of the permit within the Village of Bartlett

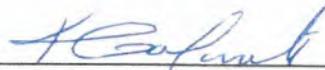

Signature of Applicant

Subscribed and sworn to by _____
Before me this _____ day of _____, 20____

Notary Public

INVESTIGATION AUTHORIZATION

I, Kris Galante, hereby authorize the Chief of Police of the Village of Bartlett to conduct a background investigation, including the authorization to receive reports from other law enforcement agencies.

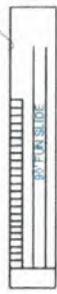
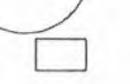
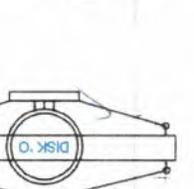
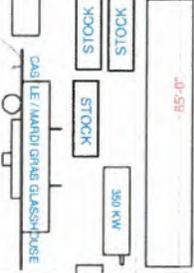
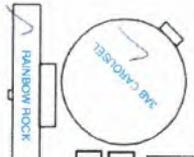
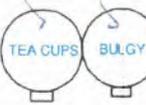

Signature of Applicant

Subscribed and sworn to by _____
Before me this _____ day of _____, 20____

Notary Public

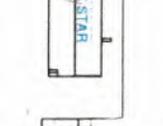
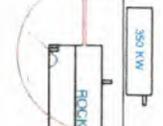
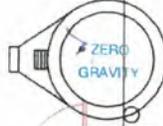
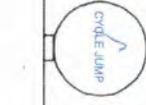
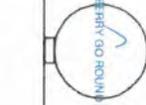
BARTLETT 4TH OF JULY 2023

COMMITTEE VENDOR AREA



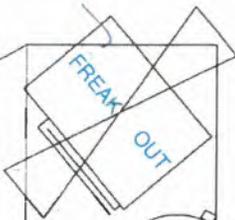
GRASS

SIDE WALK



GRASS

RV AREA





NORTAME-18

GGALLARDO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 New York-Alliant Ins Svc Inc 101 Park Ave 14th Fl New York, NY 10178	CONTACT NAME: Gissela Gallardo		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
E-MAIL ADDRESS: gissela.gallardo@alliant.com			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED North American Midway Entertainment - Astro Amusement, LLC 2500 W. Higgins Road Suite 205 HOFFAMN ESTATES, IL 60169	INSURER A : Everest National Insurance Company		10120
	INSURER B : Everest Premier Insurance Company		16045
	INSURER C : QBE Insurance Corporation		39217
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		S18ML01402-222	12/20/2022	12/20/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			S18CA00241-222	12/20/2022	12/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			S18EX01045-222	12/20/2022	12/20/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	QWC3001488	12/20/2022	12/20/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Village of Bartlett, its officials, officers, employees, agents, consultants, and volunteers while action on behalf of the Village are included as additional insureds as respects the operations of the named insured as per written contract.

CERTIFICATE HOLDER

CANCELLATION

Bartlett 4th Of July Committee Bartlett Park Dist. Village of Bartlett 228 S. Main Street Bartlett, IL 60103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Joey Dienberg, Management Analyst
Date: June 6, 2023
Re: Bartlett Fourth of July Fireworks

The Bartlett Fourth of July Committee is planning a fireworks display as part of the Fourth of July Festival on Tuesday, July 4th.

The contractor, Melrose Pyrotechnic Inc. has received the appropriate permit from the Bartlett Fire Protection District for the fireworks, which is attached for your review. Also attached for your review is Melrose Pyrotechnics' certificate of insurance which has been approved by the Village Attorney, the appropriate state pyrotechnic distributor and operator license and a map which shows where the fireworks are to be lit off from.

MOTION

I move to approve the fireworks display of the Bartlett Fourth of July Committee for the 2023 festival, being held on July 4th, 2023.

OFFICIAL PERMIT COPY



Bartlett Fire Protection District
Fire Prevention Bureau
234 N. Oak Avenue
Bartlett, IL 60103
(630)837-3701 Fax (630)837-4052

Fire Prevention Permit #: 23-052

Date Issued: June 8, 2023

Expires: July 4, 2023— 11:59 p.m.
(If rain date is needed, re-contact Fire District)

Installation of: Fire Alarm System [] Sprinkler System [] Ansul System []
Above Ground Tank [] Other []

Activity: Fireworks Display [**X**] Bon Fire [] Controlled Burn [] Other []

Owner: Bartlett Park District Grounds
Address: 700 S. Bartlett Road
City: Bartlett, IL 60103

Applicant: Riley Pakosz - Pyrotecnico Fireworks Inc. - License #IL07-OPF-00036
Address: 299 Wilson Road
City: New Castle, PA 16101

Lead Operator: Russell Vankuiken
Assistants: TBD

PLEASE HAVE A COPY OF THIS PERMIT AVAILABLE ON SITE AT ALL TIMES

The applicant hereby certifies to the correctness of all submitted information and agrees to perform the above activity in strict compliance of the Illinois Pyrotechnic Use Act, Bartlett Fire Protection District Fire Prevention Code, NFPA Standards and Local Ordinances.

It is necessary to call for all inspections, including final inspection. Call the Fire Prevention Bureau at (630)837-3701. Inspections must be arranged by the applicant with the Fire Prevention Bureau 48 hours prior to the day the inspection is desired. When scheduling inspections, refer to the lot number if available, the address and the business name.

Proof of a current operators license issued by the Office of the Illinois State Fire Marshal has been provided along with Proof of Insurance, notification of Registered Assistants and a site plan. On site storage of fireworks shall be secured and supervised following ATF requirements and other applicable codes and standards. All fireworks must be fired electronically. No heat/open flame permitted. Ensure the set-back area is maintained throughout the duration of the display and until the all-clear is given upon completion of the show.

Approved By:

Michael Heimbecker
Fire Marshal

Applicant Copy



**STATE OF ILLINOIS
OFFICE OF THE STATE FIRE MARSHAL
DIVISION OF FIRE PREVENTION**

1035 Stevenson Drive • Springfield, IL 62703-4259



Pyrotechnic Distributor License

**PYROTECNICO FIREWORKS INC
299 WILSON ROAD
NEW CASTLE, PA 16101**

IL07-OPF-00036

License #

Matt Perez

STATE FIRE MARSHAL

06/15/2025

EXPIRATION DATE

OPF

CLASSIFICATION

This license may be revoked by the Office of the State Fire Marshal for failure to comply with the lawful rules regulating this program.

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number 8-PA-073-23-4J-12122
Chief, Federal Explosives Licensing Center (FELC) <i>Matthew Howard</i>	Expiration Date September 1, 2024

Name
PYROTECNICO

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**299 WILSON RD
NEW CASTLE, PA 16101-**

Type of License or Permit

23-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. **The signature on each copy must be an original signature.** A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives License (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

**PYROTECNICO FIREWORKS INC
PYROTECNICO
PO BOX 149
NEW CASTLE, PA 16103-0149**

Licensee/Permittee Responsible Person Signature

STEPHEN VITALE

Printed Name

President/CEO
Position/Title

Nov. 29, 2021
Date

Date

Previous Edition is Obsolete PYROTECNICO FIREWORKS INC 299 WILSON RD NEW CASTLE PA 16101-0149 073-23-4J-12122 September 1, 2024 23-IMPORTER OF EXPLOSIVES

ATF Form 5402 (4/5400.15 Part I)
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name: PYROTECNICO FIREWORKS INC	
Business Name:	PYROTECNICO
License/Permit Number:	8-PA-073-23-4J-12122
License/Permit Type:	23-IMPORTER OF EXPLOSIVES
Expiration:	September 1, 2024
Please Note: Not Valid for the Sale or Other Disposition of Explosives.	

WARNINGS

1. As provided in Title XI of the Organized Crime Control Act of 1970 (U.S.C. § 842(i)), it is unlawful for any person who (1) is under indictment for, or has been convicted in any court of, a crime punishable by imprisonment for a term exceeding 1 year, (2) is a fugitive from justice, (3) is an unlawful user of, or addicted to any controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)), (4) has been adjudicated as a mental defective or has been committed to a mental institution, to ship, transport, or receive any explosive materials in interstate or foreign commerce, (5) is an alien, other than an alien who is lawfully admitted for permanent residence (as that term is defined in section 101(a)(20) of the Immigration and Naturalization Act), or meets any other exception under section 842(i)(5), (6) has been discharged from the armed forces under dishonorable conditions, or (7) having been a citizen of the United States, has renounced the citizenship of that person.
2. Federal Regulation 27 CFR 555.53 - Licensees and permits issued under this part are not transferable to another person. In the event of the lease, sale, or other transfer of the business or operations covered by the license or permit, the successor must obtain the license or permit required by this part before commencing business or operations.
3. Alteration or Changes to the License or Permit. Alterations or changes in the original license or permit or in duplications thereof violates 18 U.S.C. 1001, an offense punishable by imprisonment for not more than 5 years and/or a fine of not more than \$250,000.

NOTICES

1. Any change in trade name or control of this business or operations MUST be reported within 30 days of the change to the Chief, Federal Explosives Licensing Center (FELC), 244 Needy Road, Martinsburg, WV 25405-9431. (27 CFR 555.56-555.57). A licensee or permittee who reports a Change of Control must, upon expiration of the license or permit, file an ATF Form 5400.13/5400.16.
2. Under § 555.46, Renewal of License/Permit, if a licensee or permittee intends to continue the business or operations described on a license or permit issued under this part during any portion of the ensuing year, the licensee or permittee shall, unless otherwise notified in writing by the Chief, FELC, execute and file with ATF prior to the expiration of the license or permit an application for a license or permit renewal, ATF Form 5400.14/5400.15 Part III, in accordance with the instructions on the form, and the required fee. In the event the licensee or permittee does not timely file an ATF Form 5400.14/5400.15 Part III, the licensee or permittee must file an ATF Form 5400.13/5400.16 as required by § 555.45, and obtain the required license or permit before continuing business or operations. A renewal application will automatically be mailed by ATF to the "mailing address" on the license or permit approximately 60 days prior to the expiration date of the license or permit. If the application is not received 30 days prior to the expiration date, the licensee or permittee should contact the FELC.
Note: The user-limited permits are not renewable.
3. This license or permit is conditional upon compliance by you with the Clean Water Act (33 U.S.C. § 1341(a)).
4. THIS LICENSE OR PERMIT MUST BE POSTED AND KEPT AVAILABLE FOR INSPECTION (27 CFR 555.101).

ATF Form 5400.14/5400.15 Part I
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

(Continued from front)

Discontinuance of Business (27 CFR 555.61)(27 CFR 555.128). Where an explosives materials business or operations is succeeded by a new licensee or permittee, the records prescribed by this subpart shall appropriately reflect such facts and shall be delivered to the successor, or may be, within 30 days following business discontinuance, delivered to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located. Where discontinuance of the business is absolute, the records shall be delivered within 30 days following the business discontinuance to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located.

Explosive materials must be stored in conformance with requirements set forth in 27 CFR, Part 55. It is unlawful for any person to store any explosive materials in a manner not in conformity with these regulations.

**TO REPORT LOST OR STOLEN EXPLOSIVES, YOU MUST IMMEDIATELY NOTIFY ATF:
CALL TOLL FREE - (888) ATF-BOMB**

X Cut Here

Federal Explosives Licensing Center (FELC) Toll-free number: (877) 283-3352
244 Needy Road Fax number: (304) 616-4401
Martinsburg, WV 25405-9431 E-mail: FELC@atf.gov

ATF Hotline Numbers

Arson Hotline: 1-888-ATF-FIRE (1-888-283-3473)
Bomb Hotline: 1-888-ATF-BOMB (1-888-283-2662)
Report Illegal Firearms Activity: 1-800-ATF-GUNS (1-800-283-4867)
Firearms Theft Hotline: 1-888-930-9275
Report Stolen, Hijacked or Seized Cigarettes: 1-800-659-6242
Other Criminal Activity: 1-888-ATF-TIPS (1-888-283-8477)

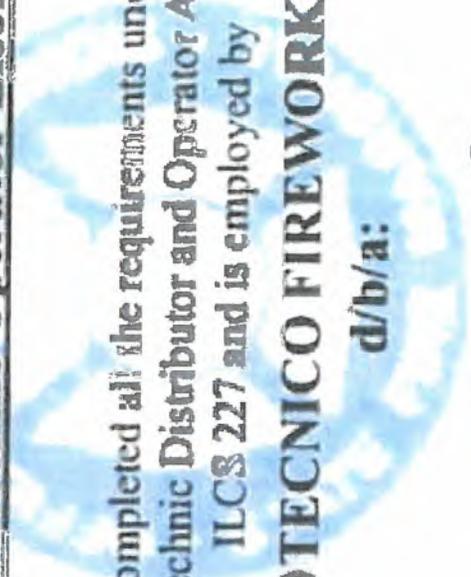


Illinois Office of the State Fire Marshal
Division of Fire Prevention

**THIS IS TO CERTIFY THAT
RUSSELL VANKUIKEN
Pyrotechnic Operator License**

Has completed all the requirements under the
Pyrotechnic Distributor and Operator Act 225
ILCS 227 and is employed by
PYROTECNICO FIREWORKS INC
d/b/a:

License #
IL22-O-00036-01761
Expires: **04/15/2025**




Matt Perez

STATE FIRE MARSHAL

Show Name: Bartlett 4th of July
Location: 700 S. Bartlett Rd. Bartlett, IL
Date Created: 12/3/19

Fall-Out Radius: 560'
Distance To Audience: 1,500'



Launch Location:
Setup area Dimensions: 50'x125'
Rack Banks run east/west

The City of Bartlett
July 4, 2023

SHELL SUMMARY

Approximately:

Approximately 2,101 Aerial shells ranging from 2" – 8"
38 Roman Candles



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Pyrotecnico Fireworks Inc. P.O. Box 149 299 Wilson Road New Castle PA 16103	INSURER A : Everest Indemnity Insurance Co.	NAIC # 10851
	INSURER B : Everest Denali Insurance Company	16044
	INSURER C : Continental Indemnity Company	28258
	INSURER D : Arch Speciality Ins Co	21199
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1135522070

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	SIBML00891-231	1/14/2023	1/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	SIBCA00141-231	1/14/2023	1/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	UXP1035252-03	1/14/2023	1/14/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	82-872096-04-27	6/7/2022	6/7/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Liability #2			SIBEX01314-231	1/14/2023	1/14/2024	Each Occ/ Aggregate \$5,000,000 Total Limits \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Fireworks Display Date: July 4, 2023

Additional Insured: Bartlett Fourth of July Committee, Bartlett Park District; Village of Bartlett; The Bartlett Fire Protection District

Location: Bartlett Soccer Memorial Garden, Bartlett, Illinois

CERTIFICATE HOLDER**CANCELLATION**

Bartlett 4th of July Committee
 312 Queens Parkway
 Bartlett IL 60103

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Agenda Item Executive Summary

Item Name Bartlett Fourth of July Committee
 Class D Liquor License Request or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The Bartlett 4th of July Committee is requesting a Class D Liquor License for the 4th of July Festival, June 30-July 4, 2023 at the Apple Orchard Community Park.

ATTACHMENTS (PLEASE LIST)

Staff Memo
Liquor License Application
Insurance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the Class D Liquor License application submitted by the Bartlett Fourth of July Committee for the Fourth of July festival, July 1 - July 4, 2022 at Apple Orchard Community Park.

Staff: Joey Dienberg
 Management Analyst

Date: June 6, 2023

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Joey Dienberg, Management Analyst
Date: June 6, 2023
Re: Bartlett Fourth of July Class D Liquor License Request

The Bartlett 4th of July Committee is requesting a Class D Liquor License for the 2023 4th of July Festival, June 30-July 4, 2023 at the Apple Orchard Community Park.

The Class D license allows for the sale of alcoholic liquor for consumption on the licensed premises for a special event.

MOTION

I move to approve the Class D Liquor License application submitted by the Bartlett Fourth of July Committee for the Fourth of July festival, June 30-July 4, 2023 at Apple Orchard Community Park.



LQD-23-5

Liquor License Class D

Status: Active

Submitted On: 5/30/2023

Primary Location

700 S BARTLETT RD

BARTLETT, IL 60103

Owner

BARTLETT PARK DISTRICT

696 W STEARNS RD

BARTLETT, IL 60103-4504

Applicant

 Garland Kizer

 607-511-2830

 @garlandkizer@gmail.com

 136 SWEE O CREE TRI

Bartlett, IL 60103

Organization Information

Name of organization*

Bartlett 4th of July Committee

Mailing address of organization*

none

Organization Phone Number*

nonne

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

*

Yes

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

Start Date of Event*

06/30/2023

Last Date of Event*

07/04/2023

HOURS OF OPERATION:

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

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

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

Start time of event* ?

11:00

End time of event* ?

23:00

Description of area to be utilized for the special event*

Jim Jensen Park

AFFIDAVIT

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

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

Garland Kizer
May 30, 2023

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



Agenda Item Executive Summary

Item Name	A Resolution Waiving Advertising for Bids and Approving the Purchase of Tasers and Body Worn Cameras Through the Sourcewell Government Purchasing Cooperative	Committee or Board	Board
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BUDGET IMPACT

Amount:	\$620,999.20 (5-Year Term) Jan 24 - \$114,653.35, Jan 25 - \$119,239.39, Jan 26 - \$124,008.97, Jan 27 - \$128,969.39, and Jan 28 - \$134,128.10	Budgeted	\$621,000 (Five-Year Total Budgeted Amount) \$124,200 Budgeted in 23/24 Capital Outlay
List what fund	Equitable Sharing Fund		

EXECUTIVE SUMMARY

The police department and IT staff request the Village Board to waive advertising for bids and to authorize the approval of the quote to purchase body worn cameras and Taser 10 conductive energy weapons (CEWs) from Axon Enterprise, Inc. These items were listed in the capital outlay portion of the police department's operating budget that was adopted and approved by the Village Board on Tuesday, April 18, 2023. The body worn cameras and Taser 10 CEWs will be funded through the use of equitable sharing funds.

ATTACHMENTS (PLEASE LIST)

Police Department Memorandum
Resolution
Axon Enterprise, Inc. Quote
Sourcewell Government Purchasing Cooperative Contract Numbers 010720-AXN and 092722-AXN

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance

X MOTION: I move to approve RESOLUTION 2023 - _____, A RESOLUTION WAIVING ADVERTISING FOR BIDS AND APPROVING THE PURCHASE OF TASERS AND BODY WORN CAMERAS THROUGH THE SOURCEWELL GOVERNMENT PURCHASING COOPERATIVE

Staff: Geoffrey Pretkelis, Chief of Police

Date: June 12, 2023

POLICE DEPARTMENT MEMORANDUM
23-27

DATE: June 12, 2023

TO: Paula Schumacher, Village Administrator

FROM: Geoffrey T. Pretkelis, Chief of Police

RE: **Approval of a Resolution Waiving Advertising for Bids and Approving the Purchase of Tasers and Body Worn Cameras Through the Sourcewell Government Purchasing Cooperative**

The police department and IT staff request the Village Board to waive advertising for bids and to authorize the approval of the quote to purchase body worn cameras and Taser 10 conductive energy weapons (CEWs) from Axon Enterprise, Inc. These items were listed in the capital outlay portion of the police department's operating budget that was adopted and approved by the Village Board on Tuesday, April 18, 2023. The body worn cameras and Taser 10 CEWs will be funded through the use of equitable sharing funds.

Approval of the quote allows the police department to start adopting several recommendations listed in the Village of Bartlett's 2021-22 Strategic Technology Utilization Plan in regard to body worn cameras, Taser CEWs, digital storage, and replacement of current mobile video recorders (MVRs).

BODY WORN CAMERA BACKGROUND

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

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

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

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

The body worn cameras integrate with Axon Enterprise Inc.'s MVRs and Taser CEWs. The body worn cameras also serve as the microphones for the MVRs, which not only eliminate the need to purchase additional equipment, but also reduce the amount of equipment police officers need to wear on their uniforms.

The Axon Enterprise, Inc. platform also enables the police department to centralize storage of its video evidence from all body worn cameras and MVRs while providing officers with a single interface to manage these types of video evidence. The cloud-based storage platform, Evidence.com, eliminates the need to purchase or produce DVDs for court, FOIA or backup purposes because it facilitates the sharing of video evidence with state's attorneys, defense attorneys, the county court systems, and FOIA requests through a simple online interface that includes redaction software and video file auto tagging capabilities.

TASER CEW BACKGROUND

The police department currently utilizes Taser X26 and X26P CEWs. Axon Enterprise, Inc. first launched Taser X26 in 2003 and then Taser X26P in 2013. The police department purchased the majority of its CEWs between 2017-18 and 2021-22.

Axon Enterprise, Inc. has issued a 5-year useful life recommendation for all of its Taser CEWs because high voltage electronic components wear out over time and may not operate as expected, CEWs that are more than five year old are two times more likely to fail in the field, Taser CEWs more than five-years old are unable to be repaired or replaced, and its \$10 million dollar liability insurance policy will not cover worn-out components older than five years.

Axon Enterprise, Inc. introduced its next generation of Taser CEWs – Taser 7 in 2018, and then Taser 10 in 2023 after the police department put together its final budget. Taser 10 is Axon Enterprise Inc.'s latest CEW technology. It is also compatible with the body worn cameras, mobile video recorders, and the optional virtual reality training system. Taser 10 has a maximum range of 45 feet (nearly double the range of previous Taser CEWs), which creates more time and space for police officers to de-escalate and resolve situations.

Current Illinois SAFE-T ACT statutory language prevents targeting of CEWs at the head, chest, neck, groin, or anterior pelvis. Taser 10 CEW can deploy up to (10) ten individually targeted probes without the need to reload, which improves accuracy and penetration. This will allow for more accurate CEW probe placement by allowing the CEW operator to choose individual points of aim with each trigger pull since only one probe is fired upon each time the trigger is pulled. This will allow the Taser operator to be in better compliance with SAFE-T Act statutory language

as the operator will have more individualized control over where the CEW probes will make contact with the assailant.

SOURCEWELL GOVERNMENT PURCHASING COOPERATIVE

Axon Enterprise, Inc. was awarded national cooperative contracts through Sourcewell Contract Numbers 010720-AXN and 092722-AXN. The contracts were reviewed by the Village Attorney, who determined they both satisfy the public competitive bidding requirements and comply with the Governmental Joint Purchasing Act.

Sourcewell is a self-sustaining government organization that provides cooperative purchasing services to more than 70,000 state and local government entities, public as well as tax exempt private K-12, higher education institutions and nonprofit organizations. The Suburban Purchasing Cooperative (SPC) Governing Board also announced the adoption of all Sourcewell contracts to the Sourcewell/SPC Interlocal Agreement.

AXON ENTERPRISE INC.'S BUNDLED QUOTATION

On Friday, June 8, 2023, Axon Enterprise, Inc. submitted a bundled quote for a five-year contract for the implementation of body worn cameras and Taser 10 CEWs. The total cost for Axon Enterprise Inc.'s body worn cameras and Taser 10 CEWs is \$620,999.20, which will be spread out over a 5-year period (January 2024 - \$114,653.35, January 2025 - \$119,239.39, January 2026 - \$124,008.97, January 2027 - \$128,969.39, and January 2028 - \$134,128.10). In order to increase the discount savings, the police department sold back its inventory of Taser X26 and Taser X26P CEWs to Axon Enterprise, Inc. The bundled quote offers the Village of Bartlett a total savings of \$156,915.20, and an average savings per year of \$31,383.04.

Axon Enterprise Inc.'s bundled quote of \$620,999.20 for the five-year contract of body worn cameras and CEWs is within the budgeted amount of \$621,000 that was listed in the capital outlay portion of the police department's operating budget. The first-year quote of \$114,653.35 for January 2024 was also \$9,546.65 less than the police department's budgeted amount of \$124,200 that was listed in the capital outlay portion of the police department's operating budget for the body worn cameras (\$100,000) and the Taser CEWs (\$24,200).

The quote includes (65) sixty-five Axon Body 3 body worn cameras, mounts and docking stations, Axon's Technology Assurance Plan (TAP), which provides a five-year warranty, and new body worn cameras at 2 ½ years and 5 years. It also includes (20) twenty Taser 10 CEWs, (30) thirty training and duty CEW cartridges for (50) fifty CEW operators for a five year period, CEW holsters, and a CEW training halt suit.

RESOLUTION:

I move to approve RESOLUTION 2023 - _____, A RESOLUTION WAIVING ADVERTISING FOR BIDS AND APPROVING THE PURCHASE OF TASERS AND BODY WORN CAMERAS THROUGH THE SOURCEWELL GOVERNMENT PURCHASING COOPERATIVE

RESOLUTION 2023 - _____

**A RESOLUTION WAIVING ADVERTISING FOR BIDS AND APPROVING
THE PURCHASE OF TASERS AND BODY WORN CAMERAS THROUGH THE
SOURCEWELL GOVERNMENT PURCHASING COOPERATIVE**

WHEREAS, Section 1-8A-5:E of the Bartlett Municipal Code, as amended, provides that contracts and purchase orders for the purchase of equipment, materials, supplies and contracts for public improvements in excess of \$25,000 may be purchased through a joint purchasing alliance of a public body through a process that satisfies the Illinois Procurement Code as determined by the Village Attorney; and

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

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

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

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

WHEREAS, Sourcewell (formerly NJPA), a State of Minnesota local government agency and services cooperative created under the laws of Minnesota, went through a competitive selection process and solicited proposals for taser conducted energy weapons, body worn cameras, and related equipment, software, and services; and

WHEREAS, after completing the competitive selection process and considering the proposals submitted, Sourcewell awarded joint purchasing contracts for taser conducted energy weapons, body worn cameras, and related equipment, software, and services to Axon Enterprise Inc. ("Axon"), bearing Sourcewell Contract Numbers 010720-AXN and 092722-AXN, for national aggregate consortium pricing resulting in significant discounts and immediate cost saving opportunities available to thousands of local governmental entities, including the Village of Bartlett; and

WHEREAS, the Bartlett Police Department researched and tested the products of various manufacturers of body worn cameras and determined that Axon is the preferred manufacturer of body worn cameras; and

WHEREAS, the Village previously purchased mobile video recorders from Axon under Sourcewell Contract Number 010720-AXN pursuant to Resolution 2022-99-R; and

WHEREAS, Axon provides an integrated solution for the Bartlett Police Department's requirements relating to mobile video recorders, body worn cameras, taser conducted energy systems, and related equipment, software, and services; and

WHEREAS, the Village Attorney has determined that Sourcewell is a joint purchasing alliance of public bodies and that the award of Sourcewell Contract Numbers 010720-AXN and 092722-AXN satisfies public competitive bidding requirements and complies with the Governmental Joint Purchasing Act; and

WHEREAS, the purchase of the of the Axon body worn cameras, taser conducted energy weapons, and related equipment, software, and services is exempt from further public bidding requirements for the reasons stated in the above Recitals.

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 body worn cameras, taser conducted energy weapons, and related equipment, software, and services, as more fully set forth in Exhibit A to this Resolution, in the amount of \$620,999.20 (to be paid in installments over a period of five (5) years), from Axon Enterprise, Inc., pursuant to Sourcewell Contract Numbers 010720-AXN and 092722-AXN.

Section 3. Waiver of Competitive Bidding. To the extent any additional competitive bidding requirements apply to the purchase of the body worn cameras, taser conducted energy weapons, and related equipment, software and services from Axon as 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.

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on June 20, 2023, and approved on June 20, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

EXHIBIT A

Quote from Axon Enterprise Inc. Pursuant to Sourcewelll Contract Numbers 010720-AXN and 092722-AXN



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

Q-490600-45090.505JS

Issued: 06/13/2023

Quote Expiration: 06/30/2023

Estimated Contract Start Date: 09/15/2023

Account Number: 132965

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Business: Delivery; Invoice-228 S Main St 228 S Main St Bartlett, IL 60103-4421 USA	Bartlett Police Dept. - IL 228 S Main St Bartlett IL 60103-4421 USA	Jen Skouson Phone: Email: jskouson@axon.com Fax:	Geoff Pretkellis Phone: (630) 742-7459 Email: gpretkellis@bartlettill.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$620,999.20
ESTIMATED TOTAL W/ TAX	\$620,999.20

Discount Summary

Average Savings Per Year	\$31,554.09
TOTAL SAVINGS	\$157,770.45

Payment Summary

Date	Subtotal	Tax	Total
Aug 2023	\$114,653.35	\$0.00	\$114,653.35
Aug 2024	\$119,239.39	\$0.00	\$119,239.39
Aug 2025	\$124,008.97	\$0.00	\$124,008.97
Aug 2026	\$128,969.39	\$0.00	\$128,969.39
Aug 2027	\$134,128.10	\$0.00	\$134,128.10
Total	\$620,999.20	\$0.00	\$620,999.20

Quote Unbundled Price: \$778,769.65
 Quote List Price: \$702,103.45
 Quote Subtotal: \$620,999.20

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCUwTAP	BWC Unlimited with TAP	63	60	\$116.37	\$98.58	\$79.93	\$302,135.40	\$0.00	\$302,135.40
C00001	T10 CERTIFICATION ADD-ON BUNDLE	30	60	\$28.30	\$27.08	\$27.08	\$48,744.00	\$0.00	\$48,744.00
T10Cert	Taser 10 Certification Bundle	20	60	\$81.85	\$75.83	\$69.67	\$83,604.00	\$0.00	\$83,604.00
A la Carte Hardware									
100617	TASER 10 BLACKHAWK HOLSTER, LH	2			\$80.00	\$80.00	\$160.00	\$0.00	\$160.00
100616	TASER 10 BLACKHAWK HOLSTER, RH	23			\$80.00	\$80.00	\$1,840.00	\$0.00	\$1,840.00
100611	TASER 10 SAFARILAND HOLSTER, RH	5			\$80.00	\$80.00	\$400.00	\$0.00	\$400.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	126			\$1.00	\$1.00	\$126.00	\$0.00	\$126.00
75015	SIGNAL SIDEARM KIT	63			\$249.00	\$249.00	\$15,687.00	\$0.00	\$15,687.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1			\$855.25	\$0.00	\$0.00	\$0.00	\$0.00
AB3MBD	AB3 Multi Bay Dock Bundle	8			\$1,638.90	\$1,638.90	\$13,111.20	\$0.00	\$13,111.20
AB3C	AB3 Camera Bundle	63			\$749.00	\$749.00	\$47,187.00	\$0.00	\$47,187.00
A la Carte Software									
73682	AUTO TAGGING LICENSE	63	60		\$9.76	\$9.76	\$36,892.80	\$0.00	\$36,892.80
73478	REDACTION ASSISTANT USER LICENSE	63	60		\$9.76	\$9.76	\$36,892.80	\$0.00	\$36,892.80
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	189	60		\$0.60	\$0.60	\$6,804.00	\$0.00	\$6,804.00
A la Carte Services									
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
85055	AXON FULL SERVICE	1			\$26,775.00	\$24,415.00	\$24,415.00	\$0.00	\$24,415.00
Total							\$620,999.20	\$0.00	\$620,999.20

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	70	08/15/2023
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	70	08/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	63	08/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2	08/15/2023
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	8	08/15/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	8	08/15/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	8	08/15/2023
T10 CERTIFICATION ADD-ON BUNDLE	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	300	08/15/2023
T10 CERTIFICATION ADD-ON BUNDLE	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	60	08/15/2023
T10 CERTIFICATION ADD-ON BUNDLE	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	60	08/15/2023
T10 CERTIFICATION ADD-ON BUNDLE	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	60	08/15/2023
T10 CERTIFICATION ADD-ON BUNDLE	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	60	08/15/2023
T10 CERTIFICATION ADD-ON BUNDLE	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	180	08/15/2023
T10 CERTIFICATION ADD-ON BUNDLE	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	180	08/15/2023
T10 CERTIFICATION ADD-ON BUNDLE	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	180	08/15/2023
T10 CERTIFICATION ADD-ON BUNDLE	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	180	08/15/2023
T10 CERTIFICATION ADD-ON BUNDLE	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	180	08/15/2023
T10 CERTIFICATION ADD-ON BUNDLE	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	180	08/15/2023
Taser 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	20	08/15/2023
Taser 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	20	08/15/2023
Taser 10 Certification Bundle	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	1	08/15/2023
Taser 10 Certification Bundle	100396	TASER 10 INERT MAGAZINE RED	1	08/15/2023
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	400	08/15/2023
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	120	08/15/2023
Taser 10 Certification Bundle	100401	INERT UNITARY CARTRIDGE (TASER 10)	8	08/15/2023
Taser 10 Certification Bundle	100611	TASER 10 SAFARILAND HOLSTER, RH	17	08/15/2023
Taser 10 Certification Bundle	100613	TASER 10 SAFARILAND HOLSTER, LH	3	08/15/2023
Taser 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	20	08/15/2023
Taser 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	4	08/15/2023
Taser 10 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	08/15/2023
Taser 10 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	08/15/2023
Taser 10 Certification Bundle	74200	TASER 6-BAY DOCK AND CORE	1	08/15/2023
Taser 10 Certification Bundle	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	08/15/2023
Taser 10 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	08/15/2023
A la Carte	100611	TASER 10 SAFARILAND HOLSTER, RH	5	08/15/2023
A la Carte	100616	TASER 10 BLACKHAWK HOLSTER, RH	23	08/15/2023
A la Carte	100617	TASER 10 BLACKHAWK HOLSTER, LH	2	08/15/2023
A la Carte	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	08/15/2023
A la Carte	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	126	08/15/2023
A la Carte	75015	SIGNAL SIDEARM KIT	63	08/15/2023
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	40	08/15/2024

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	120	08/15/2024
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	40	08/15/2025
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	120	08/15/2025
BWC Unlimited with TAP	73309	AXON CAMERA REFRESH ONE	65	02/15/2026
BWC Unlimited with TAP	73689	MULTI-BAY BWC DOCK 1ST REFRESH	8	02/15/2026
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	40	08/15/2026
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	120	08/15/2026
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	40	08/15/2027
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	120	08/15/2027
BWC Unlimited with TAP	73310	AXON CAMERA REFRESH TWO	65	08/15/2028
BWC Unlimited with TAP	73688	MULTI-BAY BWC DOCK 2ND REFRESH	8	08/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	63	09/15/2023	09/14/2028
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE.COM LICENSE	63	09/15/2023	09/14/2028
T10 CERTIFICATION ADD-ON BUNDLE	20248	TASER 7 EVIDENCE.COM LICENSE	30	09/15/2023	09/14/2028
Taser 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	20	09/15/2023	09/14/2028
Taser 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	09/15/2023	09/14/2028
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	63	09/15/2023	09/14/2028
A la Carte	73682	AUTO TAGGING LICENSE	63	09/15/2023	09/14/2028
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	189	09/15/2023	09/14/2028

Services

Bundle	Item	Description	QTY
T10 CERTIFICATION ADD-ON BUNDLE	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	30
Taser 10 Certification Bundle	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	20
A la Carte	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
A la Carte	85055	AXON FULL SERVICE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	63	08/15/2024	09/14/2028
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	2	08/15/2024	09/14/2028
BWC Unlimited with TAP	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	8	08/15/2024	09/14/2028
Taser 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	20	08/15/2024	09/14/2028
Taser 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	20	08/15/2024	09/14/2028
Taser 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	4	08/15/2024	09/14/2028
Taser 10 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	08/15/2024	09/14/2028

Payment Details

Aug 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100611	TASER 10 SAFARILAND HOLSTER, RH	5	\$73.85	\$0.00	\$73.85
Year 1	100616	TASER 10 BLACKHAWK HOLSTER, RH	23	\$339.72	\$0.00	\$339.72
Year 1	100617	TASER 10 BLACKHAWK HOLSTER, LH	2	\$29.54	\$0.00	\$29.54
Year 1	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$0.00	\$0.00	\$0.00
Year 1	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	126	\$23.27	\$0.00	\$23.27
Year 1	73478	REDACTION ASSISTANT USER LICENSE	63	\$6,811.41	\$0.00	\$6,811.41
Year 1	73682	AUTO TAGGING LICENSE	63	\$6,811.41	\$0.00	\$6,811.41
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	189	\$1,256.20	\$0.00	\$1,256.20
Year 1	75015	SIGNAL SIDEARM KIT	63	\$2,896.24	\$0.00	\$2,896.24
Year 1	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$553.88	\$0.00	\$553.88
Year 1	85055	AXON FULL SERVICE	1	\$4,507.66	\$0.00	\$4,507.66
Year 1	AB3C	AB3 Camera Bundle	63	\$8,712.00	\$0.00	\$8,712.00
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$2,420.69	\$0.00	\$2,420.69
Year 1	BWCUwTAP	BWC Unlimited with TAP	63	\$55,782.38	\$0.00	\$55,782.38
Year 1	C00001	T10 CERTIFICATION ADD-ON BUNDLE	30	\$8,999.53	\$0.00	\$8,999.53
Year 1	T10Cert	Taser 10 Certification Bundle	20	\$15,435.57	\$0.00	\$15,435.57
Total				\$114,653.35	\$0.00	\$114,653.35

Aug 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100611	TASER 10 SAFARILAND HOLSTER, RH	5	\$76.80	\$0.00	\$76.80
Year 2	100616	TASER 10 BLACKHAWK HOLSTER, RH	23	\$353.30	\$0.00	\$353.30
Year 2	100617	TASER 10 BLACKHAWK HOLSTER, LH	2	\$30.72	\$0.00	\$30.72
Year 2	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$0.00	\$0.00	\$0.00
Year 2	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	126	\$24.19	\$0.00	\$24.19
Year 2	73478	REDACTION ASSISTANT USER LICENSE	63	\$7,083.87	\$0.00	\$7,083.87
Year 2	73682	AUTO TAGGING LICENSE	63	\$7,083.87	\$0.00	\$7,083.87
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	189	\$1,306.45	\$0.00	\$1,306.45
Year 2	75015	SIGNAL SIDEARM KIT	63	\$3,012.10	\$0.00	\$3,012.10
Year 2	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$576.04	\$0.00	\$576.04
Year 2	85055	AXON FULL SERVICE	1	\$4,687.98	\$0.00	\$4,687.98
Year 2	AB3C	AB3 Camera Bundle	63	\$9,060.48	\$0.00	\$9,060.48
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$2,517.51	\$0.00	\$2,517.51
Year 2	BWCUwTAP	BWC Unlimited with TAP	63	\$58,013.68	\$0.00	\$58,013.68
Year 2	C00001	T10 CERTIFICATION ADD-ON BUNDLE	30	\$9,359.41	\$0.00	\$9,359.41
Year 2	T10Cert	Taser 10 Certification Bundle	20	\$16,052.99	\$0.00	\$16,052.99
Total				\$119,239.39	\$0.00	\$119,239.39

Aug 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100611	TASER 10 SAFARILAND HOLSTER, RH	5	\$79.88	\$0.00	\$79.88
Year 3	100616	TASER 10 BLACKHAWK HOLSTER, RH	23	\$367.43	\$0.00	\$367.43
Year 3	100617	TASER 10 BLACKHAWK HOLSTER, LH	2	\$31.95	\$0.00	\$31.95
Year 3	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$0.00	\$0.00	\$0.00
Year 3	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	126	\$25.16	\$0.00	\$25.16
Year 3	73478	REDACTION ASSISTANT USER LICENSE	63	\$7,367.22	\$0.00	\$7,367.22
Year 3	73682	AUTO TAGGING LICENSE	63	\$7,367.22	\$0.00	\$7,367.22
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	189	\$1,358.71	\$0.00	\$1,358.71
Year 3	75015	SIGNAL SIDEARM KIT	63	\$3,132.58	\$0.00	\$3,132.58
Year 3	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$599.08	\$0.00	\$599.08
Year 3	85055	AXON FULL SERVICE	1	\$4,875.50	\$0.00	\$4,875.50
Year 3	AB3C	AB3 Camera Bundle	63	\$9,422.90	\$0.00	\$9,422.90
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$2,618.21	\$0.00	\$2,618.21
Year 3	BWCUwTAP	BWC Unlimited with TAP	63	\$60,334.22	\$0.00	\$60,334.22
Year 3	C00001	T10 CERTIFICATION ADD-ON BUNDLE	30	\$9,733.83	\$0.00	\$9,733.83
Year 3	T10Cert	Taser 10 Certification Bundle	20	\$16,695.08	\$0.00	\$16,695.08
Total				\$124,008.97	\$0.00	\$124,008.97

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100611	TASER 10 SAFARILAND HOLSTER, RH	5	\$83.07	\$0.00	\$83.07
Year 4	100616	TASER 10 BLACKHAWK HOLSTER, RH	23	\$382.13	\$0.00	\$382.13
Year 4	100617	TASER 10 BLACKHAWK HOLSTER, LH	2	\$33.23	\$0.00	\$33.23
Year 4	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$0.00	\$0.00	\$0.00
Year 4	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	126	\$26.17	\$0.00	\$26.17
Year 4	73478	REDACTION ASSISTANT USER LICENSE	63	\$7,661.91	\$0.00	\$7,661.91
Year 4	73682	AUTO TAGGING LICENSE	63	\$7,661.91	\$0.00	\$7,661.91
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	189	\$1,413.06	\$0.00	\$1,413.06
Year 4	75015	SIGNAL SIDEARM KIT	63	\$3,257.88	\$0.00	\$3,257.88
Year 4	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$623.04	\$0.00	\$623.04
Year 4	85055	AXON FULL SERVICE	1	\$5,070.52	\$0.00	\$5,070.52
Year 4	AB3C	AB3 Camera Bundle	63	\$9,799.81	\$0.00	\$9,799.81
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$2,722.94	\$0.00	\$2,722.94
Year 4	BWCUwTAP	BWC Unlimited with TAP	63	\$62,747.60	\$0.00	\$62,747.60
Year 4	C00001	T10 CERTIFICATION ADD-ON BUNDLE	30	\$10,123.16	\$0.00	\$10,123.16
Year 4	T10Cert	Taser 10 Certification Bundle	20	\$17,362.96	\$0.00	\$17,362.96
Total				\$128,969.39	\$0.00	\$128,969.39

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100611	TASER 10 SAFARILAND HOLSTER, RH	5	\$86.40	\$0.00	\$86.40
Year 5	100616	TASER 10 BLACKHAWK HOLSTER, RH	23	\$397.42	\$0.00	\$397.42
Year 5	100617	TASER 10 BLACKHAWK HOLSTER, LH	2	\$34.56	\$0.00	\$34.56
Year 5	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$0.00	\$0.00	\$0.00
Year 5	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	126	\$27.21	\$0.00	\$27.21

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73478	REDACTION ASSISTANT USER LICENSE	63	\$7,968.39	\$0.00	\$7,968.39
Year 5	73682	AUTO TAGGING LICENSE	63	\$7,968.39	\$0.00	\$7,968.39
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	189	\$1,469.58	\$0.00	\$1,469.58
Year 5	75015	SIGNAL SIDEARM KIT	63	\$3,388.20	\$0.00	\$3,388.20
Year 5	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$647.96	\$0.00	\$647.96
Year 5	85055	AXON FULL SERVICE	1	\$5,273.34	\$0.00	\$5,273.34
Year 5	AB3C	AB3 Camera Bundle	63	\$10,191.81	\$0.00	\$10,191.81
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$2,831.85	\$0.00	\$2,831.85
Year 5	BWCuTAP	BWC Unlimited with TAP	63	\$65,257.52	\$0.00	\$65,257.52
Year 5	C00001	T10 CERTIFICATION ADD-ON BUNDLE	30	\$10,528.07	\$0.00	\$10,528.07
Year 5	T10Cert	Taser 10 Certification Bundle	20	\$18,057.40	\$0.00	\$18,057.40
Total				\$134,128.10	\$0.00	\$134,128.10

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

Contract Sourcewell Contracts #010720-AXN and #092722-AXN are incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

As a part of this agreement, Axon will be buying back 37 tasers from Bartlett PD at \$200 per handle.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Signature

Date Signed

6/13/2023





**CONTRACT AMENDMENT
PRICE AND PRODUCT CHANGE REQUEST FORM**

Supplier Name: Axon, Inc.

Sourcewell Contract Number: #092722-AXN (Contract)

Instructions

A request for product or service changes, additions, or deletions to the Contract will be considered at any time throughout the Contract term. All modifications must be within the scope of the original RFP and be in the best interests of Sourcewell and Sourcewell Participating Entities. If approved, the request will be incorporated into the above-referenced contract; however, no changes will be binding unless the request is approved by the Manager of Supplier Development and this request is signed by Sourcewell's Chief Procurement Officer.

Additions: New products and related services may be added to the contract if they are within the scope of the original RFP.

Deletions: Products and related services may be deleted from the contract if they are no longer available.

Price increases: Price increase requests must provide sufficient justification for the change (e.g., recently imposed tariffs or significant petroleum cost increases), not merely generalized statements requesting the increase.

Price decreases: Price decreases are accepted at any time.

Submit this request to the assigned Sourcewell Supplier Development Administrator.

Request

Check all that apply

- Adding Products/Services
- Deleting Products/Services
- Price Increase
- Price Decrease
- Other

Detailed Justification for Changes

1. *Changed Product List*

List the products and/or services that are changing from the previous contract price list, along with the percentage change for each item or category. Attach a separate sheet if a large number of changes are included in this request.

Pricelist attached in Appendix A - 2023 Axon Pricebook Sourcewell CEW inclusive of USD and CAD pricing.

2. *Justification for Changes*

Provide justification and documentation explaining the requested changes (e.g., add a product because of technology advances in new model of equipment, increased raw material costs, add a Hot List of products). Include the percentage range of increase.

Product additions to compliment our current suite of existing products. Adding Taser 10, new Taser technology released at the end of January 2023.

3. *Product additions only*

Describe how the product additions fit within the scope of the original RFP.

Expansion of our current product offerings and features. New and improved Taser technology and product integrations. New and improved training related to Taser technology.

4. *Price changes or product/service additions only*

State how the requested pricing is consistent with current Sourcewell contract pricing.

Price increases are reflective of increased component and manufacturing costs and is in line with regular inflation.

Complete Restatement of Pricing Submitted

I understand that a complete restatement of pricing must be attached with this request or it will not be processed.

Approvals

Supplier Offer:

This Price and Product Change Request has been submitted for review to be considered as an amendment to the above referenced Contract.

By: Robert E Driscoll 2/20/2023 | 9:13 AM MST
DocuSigned by:
 Supplier Authorized Signature Date

Robert E Driscoll VP, Assoc. General Counsel
 Print Name and Title of Authorized Signer

Sourcewell Acceptance:

Sourcewell accepts Supplier's offer in this Price and Product Change Request. By Sourcewell's signature below, this document becomes an amendment to the above referenced Contract and incorporates all referenced attachments into this Amendment.

By: Jeremy Schwartz 2/23/2023 | 7:41 PM CST
DocuSigned by:
 Jeremy Schwartz Date

Sourcewell Chief Procurement Officer



Solicitation Number: RFP#010720

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Axon Enterprise Inc.**, 17800 N. 85th St., Scottsdale, AZ 85255 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 21, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

Date: 2/19/2020 | 7:59 PM CST

Axon Enterprise Inc.

DocuSigned by:
By: Matt Morstad
BB264760BE634B7...

Matt Morstad
Title: VP of Sales Operations

Date: 2/25/2020 | 5:19 PM CST

Approved:

DocuSigned by:
By: Chad Coquette
7E42B8F817A64CC...

Chad Coquette
Title: Executive Director/CEO

Date: 2/19/2020 | 8:03 PM CST

Memo

To: Paula Schumacher, Village Administrator
From: Nick Talarico, Civil Engineer
Subject: **Oak Avenue / Oneida Avenue Parking Lots**
Date: June 12, 2023

On May 3, 2023, a notice to bidders was published in the Bartlett Examiner and on the Village website soliciting bids for the "Oak and Oneida Avenue Parking Lots" project.

The Oak Avenue Parking Lot work will include reconstructing the existing parking lot adjacent to Banbury and expanding it to the south. This new permeable paver lot will include lighting and a new 5' wide sidewalk along the west side of S. Oak Avenue within the limits of the lot.

The Oneida Avenue Parking Lot will be entirely reconstructed and include drainage improvements and lighting. This parking lot will remain an asphalt lot.

The bid opening was held on June 7th, 2023, and The Village received four (4) bid proposals from prospective bidders, all of which qualified for review. A bid tabulation sheet is attached.

The bids ranged from \$606,719.10 to \$1,127,344.78 with Abbey Paving Co., Inc. being the lowest bidder. Abbey Paving has completed numerous projects for Villages and Park Districts in the Chicagoland Area.

RECOMMENDATION

Staff recommends awarding the contract to Abbey Paving Co., Inc. for the Oak Avenue / Oneida Avenue Parking Lots project.

MOTION

I MOVE TO APPROVE RESOLUTION # 2023-____-R, A RESOLUTION APPROVING OF THE OAK AVENUE / ONEIDA AVENUE PARKING LOTS PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND ABBEY PAVING CO., INC.



VILLAGE OF BARTLETT
Oak Avenue / Oneida Avenue Parking Lots
BID TABULATION
June 7, 2023

Item No	Items	Unit	Quantity	Abbey Paving Co., Inc. 1949 County Line Rd Aurora, IL 60502		Martam Construction, Inc. 1200 Gasket Drive Elgin, IL 60120		A-Lamp Concrete Contractors, Inc. 1900 Wright Boulevard Schaumburg, IL 60169		Alliance Contractors Inc. 1166 Lake Avenue Woodstock, IL 60098	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	TRAFFIC CONTROL AND PROTECTION	LS	1	\$3,000.00	\$3,000.00	\$65,000.00	\$65,000.00	\$150,000.00	\$150,000.00	\$10,750.00	\$10,750.00
2	INLET FILTERS	EA	9	\$170.00	\$1,530.00	\$260.00	\$2,340.00	\$150.00	\$1,350.00	\$175.00	\$1,575.00
3	TREE TRUNK PROTECTION FENCE	LF	698	\$3.85	\$2,687.30	\$6.00	\$4,188.00	\$1.00	\$698.00	\$5.50	\$3,839.00
4	SILT FENCE	LF	968	\$3.05	\$2,952.40	\$6.00	\$5,808.00	\$1.00	\$968.00	\$5.00	\$4,840.00
5	CONSTRUCTION ENTRANCE	EA	1	\$2,160.00	\$2,160.00	\$3,600.00	\$3,600.00	\$2,700.00	\$2,700.00	\$500.00	\$500.00
6	DUST CONTROL	LS	1	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00
7	EROSION CONTROL MAINTENANCE	LS	1	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00
8	TREE ROOT PRUNING	EA	9	\$35.00	\$315.00	\$250.00	\$2,250.00	\$150.00	\$1,350.00	\$150.00	\$1,350.00
9	TREE, REMOVE	EA	9	\$350.00	\$3,150.00	\$1,100.00	\$9,900.00	\$1,000.00	\$9,000.00	\$650.00	\$5,850.00
10	BUSH, REMOVE	LS	1	\$250.00	\$250.00	\$4,500.00	\$4,500.00	\$2,500.00	\$2,500.00	\$550.00	\$550.00
11	SAWCUT	LF	109	\$2.00	\$218.00	\$6.00	\$654.00	\$2.50	\$272.50	\$3.00	\$327.00
12	HMA, REMOVE, 4"	SY	1968	\$9.75	\$19,188.00	\$8.00	\$15,744.00	\$9.50	\$18,696.00	\$20.00	\$39,360.00
13	CA-6, REMOVE, 8"	SY	1968	\$6.00	\$11,808.00	\$7.50	\$14,760.00	\$11.00	\$21,648.00	\$20.00	\$39,360.00
14	PCC DRIVEWAY PAVEMENT, REMOVE, 6"	SY	118	\$6.50	\$767.00	\$14.00	\$1,652.00	\$15.50	\$1,829.00	\$20.00	\$2,360.00
15	CA-6, REMOVE, 6"	SY	118	\$4.90	\$578.20	\$6.00	\$708.00	\$11.50	\$1,357.00	\$20.00	\$2,360.00
16	PCC SIDEWALK, REMOVE, 5"	SF	1115	\$1.65	\$1,839.75	\$3.00	\$3,345.00	\$1.65	\$1,839.75	\$2.00	\$2,230.00
17	CA-6, REMOVE, 4"	SF	1115	\$0.55	\$613.25	\$0.45	\$501.75	\$1.25	\$1,393.75	\$2.00	\$2,230.00
18	COMBINATION CONCRETE CURB AND GUTTER, REMOVE	LF	307	\$3.80	\$1,166.60	\$7.00	\$2,149.00	\$9.00	\$2,763.00	\$10.00	\$3,070.00
19	BRICK WALL, REMOVE	LF	18	\$9.75	\$175.50	\$140.00	\$2,520.00	\$42.00	\$756.00	\$121.00	\$2,178.00
20	BOARD-ON-BOARD FENCE, REMOVE	LF	39	\$13.00	\$507.00	\$10.00	\$390.00	\$20.00	\$780.00	\$77.95	\$3,040.05
21	BOULDERS AND TIMBER TIES, REMOVE	LS	1	\$540.00	\$540.00	\$2,500.00	\$2,500.00	\$250.00	\$250.00	\$2,400.00	\$2,400.00
22	WHEEL STOPS, REMOVE	EA	32	\$15.15	\$484.80	\$40.00	\$1,280.00	\$25.00	\$800.00	\$50.00	\$1,600.00
23	BARTLETT PARKING SIGN, REMOVE	EA	1	\$50.00	\$50.00	\$125.00	\$125.00	\$150.00	\$150.00	\$100.00	\$100.00
24	ADA SIGNS, REMOVE	EA	3	\$50.00	\$150.00	\$125.00	\$375.00	\$50.00	\$150.00	\$100.00	\$300.00
25	EXISTING CONSTRUCTION DEBRIS, REMOVE	LS	1	\$750.00	\$750.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$4,800.00	\$4,800.00
26	OVERHEAD WIRE TO BE RELOCATED	EA	1	By ComEd	\$0.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1.00	\$1.00
27	EARTHWORK	LS	1	\$96,540.00	\$96,540.00	\$69,500.00	\$69,500.00	\$230,000.00	\$230,000.00	\$343,700.00	\$343,700.00
28	12" RCP STORM SEWER	LF	104	\$43.20	\$4,492.80	\$96.00	\$9,984.00	\$114.00	\$11,856.00	\$270.00	\$28,080.00
29	6" PVC PERFORATED PIPE WITH FILTER FABRIC SOCK	LF	150	\$38.00	\$5,700.00	\$67.00	\$10,050.00	\$62.00	\$9,300.00	\$75.00	\$11,250.00
30	6" PVC PIPE	LF	48	\$36.75	\$1,764.00	\$67.00	\$3,216.00	\$92.00	\$4,416.00	\$75.00	\$3,600.00
31	4' STORM SEWER MANHOLE	EA	5	\$4,860.00	\$24,300.00	\$3,890.00	\$19,450.00	\$5,600.00	\$28,000.00	\$6,500.00	\$32,500.00
32	2' STORM INLET	EA	2	\$1,730.00	\$3,460.00	\$1,580.00	\$3,160.00	\$3,100.00	\$6,200.00	\$2,700.00	\$5,400.00
33	CLEANOUT	EA	2	\$540.00	\$1,080.00	\$890.00	\$1,780.00	\$1,700.00	\$3,400.00	\$1.00	\$2.00
34	CONNECT TO EXISTING STORM SEWER	EA	1	\$1,080.00	\$1,080.00	\$860.00	\$860.00	\$1,700.00	\$1,700.00	\$500.00	\$500.00
35	CONNECT TO EXISTING STORM MANHOLE	EA	1	\$865.00	\$865.00	\$960.00	\$960.00	\$1,850.00	\$1,850.00	\$500.00	\$500.00
36	TRENCH BACKFILL	CY	30	\$54.00	\$1,620.00	\$66.00	\$1,980.00	\$25.00	\$750.00	\$185.00	\$5,550.00
37	HMA, SURFACE, 2"	SY	917	\$16.30	\$14,947.10	\$40.00	\$36,680.00	\$20.00	\$18,340.00	\$16.10	\$14,763.70
38	HMA, BINDER, 2"	SY	917	\$13.65	\$12,517.05	\$40.00	\$36,680.00	\$20.00	\$18,340.00	\$15.25	\$13,984.25
39	10" CA-6	SY	917	\$17.45	\$16,001.65	\$13.00	\$11,921.00	\$18.00	\$16,506.00	\$10.00	\$9,170.00
40	PCC DRIVEWAY PAVEMENT, 6"	SY	91	\$113.05	\$10,287.55	\$112.00	\$10,192.00	\$112.00	\$10,192.00	\$250.00	\$22,750.00
41	CA-6, 6"	SY	91	\$8.00	\$728.00	\$16.00	\$1,456.00	\$18.00	\$1,638.00	\$6.00	\$546.00
42	PCC SIDEWALK, 5"	SF	1301	\$7.65	\$9,952.65	\$11.00	\$14,311.00	\$12.00	\$15,612.00	\$21.00	\$27,321.00
43	CA-6, 4"	SF	1301	\$0.45	\$585.45	\$1.00	\$1,301.00	\$1.25	\$1,626.25	\$1.00	\$1,301.00
44	PERMEABLE PAVER BRICKS	SY	1935	\$44.85	\$86,784.75	\$61.00	\$118,035.00	\$46.00	\$89,010.00	\$41.50	\$80,302.50
45	12" CA-1	SY	1935	\$21.40	\$41,409.00	\$14.60	\$28,251.00	\$41.00	\$79,335.00	\$20.00	\$38,700.00
46	6" CRUSHED COMPACTED CA-7	SY	1935	\$10.25	\$19,833.75	\$12.00	\$23,220.00	\$17.00	\$32,895.00	\$6.00	\$11,610.00
47	2" CRUSHED COMPACTED CA-16	SY	1935	\$9.40	\$18,189.00	\$5.00	\$9,675.00	\$10.00	\$19,350.00	\$8.80	\$17,028.00
48	GEOTEXTILE FABRIC	SY	2167	\$1.80	\$3,900.60	\$3.00	\$6,501.00	\$2.50	\$5,417.50	\$1.00	\$2,167.00
49	MIX 3" SAND INTO 3" OF SOIL BELOW PAVERS	LS	1	\$8,095.00	\$8,095.00	\$17,500.00	\$17,500.00	\$2,000.00	\$2,000.00	\$5,800.00	\$5,800.00
50	COMBINATION CONCRETE CURB AND GUTTER	LF	1478	\$38.20	\$56,459.60	\$38.00	\$56,164.00	\$43.00	\$63,554.00	\$90.15	\$133,241.70
51	PAVEMENT STRIPING	LS	1	\$1,880.00	\$1,880.00	\$1,650.00	\$1,650.00	\$1,650.00	\$1,650.00	\$12,000.00	\$12,000.00
52	BARTLETT PARKING SIGN	EA	1	\$440.00	\$440.00	\$350.00	\$350.00	\$3,000.00	\$3,000.00	\$300.00	\$300.00
53	ADA SIGNS	EA	5	\$700.00	\$3,500.00	\$350.00	\$1,750.00	\$500.00	\$2,500.00	\$300.00	\$1,500.00
54	DETECTABLE WARNINGS	EA	2	\$185.00	\$370.00	\$550.00	\$1,100.00	\$250.00	\$500.00	\$400.00	\$800.00
55	BOARD-ON-BOARD FENCE	LF	39	\$108.65	\$4,237.35	\$116.00	\$4,524.00	\$158.00	\$6,162.00	\$114.22	\$4,454.58
56	REMOVE EXISTING LIGHT POLE	EA	1	\$1,475.00	\$1,475.00	\$1,000.00	\$1,000.00	\$950.00	\$950.00	\$2,400.00	\$2,400.00
57	REMOVE EXISTING LIGHT POLE FOUNDATION	EA	1	\$2,250.00	\$2,250.00	\$550.00	\$550.00	\$500.00	\$500.00	\$2,400.00	\$2,400.00
58	REMOVE EXISTING CABLE FROM CONDUIT	LF	50	\$35.00	\$1,750.00	\$10.00	\$500.00	\$8.00	\$400.00	\$48.00	\$2,400.00
59	UNIT DUCT, 3/4", 2-1/C #6 & 1-1/C #6 GROUND WIRE 600V, XLP-TYPE USE In 3/4" DIA. PVC CONDUIT	LF	600	\$24.20	\$14,520.00	\$33.00	\$19,800.00	\$28.00	\$16,800.00	\$27.20	\$16,320.00
60	JUNCTION BOX, 11"x18", QUAZITE	EA	2	\$1,550.00	\$3,100.00	\$2,300.00	\$4,600.00	\$2,000.00	\$4,000.00	\$2,925.00	\$5,850.00
61	LIGHT POLE FOUNDATION	EA	6	\$395.00	\$2,370.00	\$2,600.00	\$15,600.00	\$2,150.00	\$12,900.00	\$2,871.00	\$17,226.00
62	LIGHT POLE COMPLETE (INCLUDES POLE & SINGLE FIXTURE)	EA	5	\$3,170.00	\$15,850.00	\$4,320.00	\$21,600.00	\$3,925.00	\$19,625.00	\$5,967.00	\$29,835.00
63	LIGHT POLE COMPLETE (INCLUDES POLE & DOUBLE FIXTURE)	EA	1	\$4,495.00	\$4,495.00	\$5,500.00	\$5,500.00	\$4,925.00	\$4,925.00	\$8,779.00	\$8,779.00
64	CONNECT TO EXISTING LIGHTING SYSTEM	EA	2	\$2,570.00	\$5,140.00	\$2,800.00	\$5,600.00	\$2,550.00	\$5,100.00	\$3,230.00	\$6,460.00
65	ACER X FREEMANII 'AUTUMN BLAZE'	EA	4	\$625.00	\$2,500.00	\$800.00	\$3,200.00	\$950.00	\$3,800.00	\$700.00	\$2,800.00
66	AMELANCHIER CANADENSIS	EA	3	\$505.00	\$1,515.00	\$700.00	\$2,100.00	\$1,000.00	\$3,000.00	\$600.00	\$1,800.00
67	CELTIS OCCIDENTALIS 'PRAIRIE PRIDE'	EA	2	\$625.00	\$1,250.00	\$960.00	\$1,920.00	\$1,050.00	\$2,100.00	\$800.00	\$1,600.00
68	MAGNOLIA LILIFLORA X STALLATA 'ANN'	EA	1	\$345.00	\$345.00	\$600.00	\$600.00	\$700.00	\$700.00	\$500.00	\$500.00
69	HYDRANGEA QUERCIFOLIA	EA	17	\$54.00	\$918.00	\$90.00	\$1,530.00	\$160.00	\$2,720.00	\$75.00	\$1,275.00
70	JUNIPERUS VIRGINIANA 'GLAUCA'	EA	15	\$465.00	\$6,975.00	\$700.00	\$10,500.00	\$900.00	\$13,500.00	\$600.00	\$9,000.00
71	RHUS AROMATICA 'GRO-LOW'	EA	10	\$70.00	\$700.00	\$75.00	\$750.00	\$125.00	\$1,250.00	\$65.00	\$650.00
72	TAXUS X MEDIA 'HICKSII'	EA	29	\$104.00	\$3,016.00	\$135.00	\$3,915.00	\$225.00	\$6,525.00	\$120.00	\$3,480.00
73	ALLIUM 'SUMMER BEAUTY'	EA	75	\$15.00	\$1,125.00	\$30.00	\$2,250.00	\$17.00	\$1,275.00	\$25.00	\$1,875.00
74	NARCISSUS SP.	EA	75	\$3.30	\$247.50	\$25.00	\$1,875.00	\$6.60	\$495.00	\$20.00	\$1,500.00
75	SPOROBOLUS HETEROLEPIS	EA	18	\$26.75	\$481.50	\$53.00	\$954.00	\$72.00	\$1,296.00	\$45.00	\$810.00
76	PERMANENT TURF GRASS SEED MIX	LS	1	\$1,030.00	\$1,030.00	\$10,000.00	\$10,000.00	\$1,100.00	\$1,100.00	\$8,100.00	\$8,100.00
77	TURF GRASS SOD	LS	1	\$1,875.00	\$1,875.00	\$19,000.00	\$19,000.00	\$5,000.00	\$5,000.00	\$14,400.00	\$14,400.00
78	COVER CROP TURF GRASS SEED MIX	LS	1	\$500.00	\$500.00	\$600.00	\$600.00	\$825.00	\$825.00	\$500.00	\$500.00
79	MULCH	LS	1	\$1,375.00	\$1,375.00	\$2,200.00	\$2,200.00	\$3,100.00	\$3,100.00	\$1,730.00	\$1,730.00
80	PLANTING SOIL	LS	1	\$450.00	\$450.00	\$6,000.00	\$6,000.00	\$14,400.00	\$14,400.00	\$5,000.00	\$5,000.00
81	CORRUGATED PLASTIC PIPE, 4"	LS	1	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
82	HERBICIDES	LS	1	\$150.00	\$150.00	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
83	FERTILIZER	LS	1	\$150.00	\$150.00	\$600.00	\$600.00	\$250.00	\$250.00	\$500.00	\$500.00
84	PLANTING SOIL TESTING	LS	1	\$200.00	\$200.00	\$600.00	\$600.00	\$700.00	\$700.00	\$500.00	\$500.00
85	SITE PREPARATION	LS	1	\$650.00	\$650.00	\$600.00	\$600.00	\$8,000.00	\$8,000.00	\$500.00	\$500.00
86	MAINTENANCE	LS	1	\$2,675.00	\$2,675.00	\$1,800.00	\$1,800.00	\$12,000.00	\$12,000.00	\$1,500.00	\$1,500.00
87	WATERING	LS	1	\$1,650.00	\$1,650.00	\$1,800.00	\$1,800.00	\$5,500.00	\$5,500.00	\$1,500.00	\$1,500.00
88	STAGE SURPLUS SOIL ON PARKING LOT PAVEMENT UNDER 6-MIL PLASTIC AND MAINTAIN COVER	LS	1	\$8,640.00	\$8,640.00	\$7,500.00	\$7,500.00	\$1,000.00	\$1,000.00	\$1.00	\$1.00
89	LOAD, TRANSPORT, DISPOSAL OF NON-SPECIAL WASTE SOIL AT WASTE CONNECTIONS, WINNEBAGO LANDFILL	TON	40	\$80.00	\$3,200.00	\$86.00	\$3,440.00	\$100.00	\$4,000.00	\$134.00	\$5,360.00
90	GROUNDWATER MANAGEMENT VIA VACUUM/TANKER TRUCK TO INDUSTRIAL TREATMENT PLANT	GAL	3000	\$2.25	\$6,750.00	\$2.00	\$6,000.00	\$5.00	\$15,000.00	\$2.	

RESOLUTION 2023 - _____

**A RESOLUTION APPROVING OF THE OAK AVENUE / ONEIDA AVENUE PARKING
LOTS PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND
ABBAY PAVING CO., INC.**

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

SECTION ONE: Oak Avenue / Oneida Avenue Parking Lots Project Agreement dated June 20th, 2023, between the Village of Bartlett and Abbey Paving Co., Inc. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: June 12, 2023

APPROVED: June 12, 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 12, 2023, and approved on June 12, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**OAK AVENUE / ONEIDA AVENUE PARKING LOTS
PROJECT AGREEMENT**

This Oak Avenue / Oneida Avenue Parking Lots Agreement (the "Agreement") is entered this 20th day of June, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Abbey Paving Co., Inc. (the "Contractor") (collectively, the "Parties").

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

Project Work.

Work performed under this contract shall include the construction of two proposed parking lots as shown on the Final Engineering Plans provided as part of these bid documents. This work shall also include the construction of permeable pavers and asphalt pavement with striping, combination curb and gutter, stormwater cleanouts, storm water inlets and manholes, connections to an existing stormwater pipe and stormwater manhole, signs, concrete sidewalk, concrete driveways, and landscaping.

As required by the work stated above, asphalt removal, tree removal, overhead wire relocation, wheel stop removal, combination curb and gutter replacement, sidewalk replacement, driveway replacement, pavement patching, and parkway restoration work shall also be performed.

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

Completion Date. Contractor shall complete the Project Work in strict compliance with the requirements herein on or before October 15, 2023.

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

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

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

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

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

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

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

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

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

(v) Certified Payrolls (defined below)

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

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

c. Following completion of the Project Work, Contractor shall furnish the Village the following documents: (1) final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the Project Work; and (iii) all suppliers that furnished materials in connection with the Project Work; all of which shall be signed and notarized; (2) Certified Payrolls; and (3) such additional documentation and/or information requested by the Village relative to said payment.

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

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

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

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

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

Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

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

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

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

and materials. All such taxes are included in the unit pricing set forth in the Contractor's proposal.

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

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

1. Commercial General and Umbrella Liability Insurance.

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

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

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

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

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

Insured, or any of them.

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

2. Continuing Completed Operations Liability Insurance.

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

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

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

3. Business Auto Liability Insurance.

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

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

4. Workers Compensation and Employees Liability Insurance.

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

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

5. Excess Umbrella Liability Insurance Coverage.

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

6. General Insurance Provisions.

a. Evidence of Insurance

i. Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), including but not

limited to all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

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

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

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

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

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

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

b. Acceptability of Insurers

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

c. Cross-Liability Coverage

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

d. Deductibles and Self-Insured Retentions

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

e. The Village Shall Not Waive Any Rights of Subrogation

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

f. Failure to Comply with Insurance Reporting Provisions

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

g. All Insurance Obtained Shall Apply Separately to Each Insured

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

h. Insurance Requirements cannot be Waived

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

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

The Contractor agrees that the obligation to provide the insurance

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

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

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

j. Notice of Personal Injury or Property Damage

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

k. Subcontractors

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

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

Prior to commencement of the Project Work, Contractor must submit to the Village: (a) performance and payment bonds or IDOT Contract Bond, each in the amount of **110%** of the Contract Sum, naming the Village of Bartlett as the primary obligee in form acceptable to the Village co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois and approved by the Village. ("Performance and Payment Bonds") or (b) an irrevocable letter of credit in the amount of **110%** of the Contract Sum guarantying Contractors obligations under the Contract Documents issued by a financial institution worth at least \$40,000,000 in assets and a capital to asset ratio of not less than 6% in form acceptable to the Village ("Letter of Credit"), which said Performance and Payment Bonds and/or Letter of Credit shall be conditioned upon proper and faithful performance by the

Contractor of the work specified in strict accordance with the Contract Documents and payment of all debts incurred by the Contractor in the execution of the Project Work, including those for labor and materials furnished, including but not limited to payment of prevailing wages as required herein. The cost of said Performance and Payment Bonds and/or Letter of Credit is included in the unit pricing set forth in Contractors Proposal.

J. Default.

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

L. Limitation on the Owner's Liability.

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

M. Hazardous Substances.

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

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

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

N. Delays in Project Work.

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

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

O. Change Orders.

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

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

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

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

R. Exhibits and Contract Documents.

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

S. Assumption of Liability.

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

T. Severability

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

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

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

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

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

requirements controlling.

W. Clean Air Act and Federal Water Pollution Control Act

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

X. Removal and Disposal

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

Y. Work by Trade Unions

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

Z. Illinois Human Rights Act.

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

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

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

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

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

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

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

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

Z-1. Guarantee.

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

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

Z-2 Miscellaneous.

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

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

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

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

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

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

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

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

VILLAGE OF BARTLETT:

CONTRACTOR

By: _____
Kevin Wallace
Village President

By: Owen Smith
Title: Owen Smith - VP of Sales

Attest:

Attest:

By: _____
Lorna Giless, Village Clerk

By: Jeffrey L. Abel
Title: Jeffrey L. Abel - CFO

Date: _____

Date: 6/12/2023



AGENDA ITEM EXECUTIVE SUMMARY

Item Name	Adoption of the Village of Bartlett Urban Forestry Management Plan	Committee or Board	Board
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BUDGET IMPACT

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

EXECUTIVE SUMMARY

In 2022, the Village of Bartlett received an Urban and Community Forestry Grant through the Morton Arboretum, funded by the IDNR and the USDA Forest Service, to develop and complete an Urban Forestry Management Plan. Great Lakes Urban Forestry Management (GLUFM) served as the consultant in the preparation and creation of this plan.

This comprehensive document is based on a review of policies, ordinances, and standards currently being practiced by the Village, as well as a full analysis of the most up to date tree inventory. Current arboricultural industry Best Management Practices (BMPs) were applied to all tree related practices of the Village to create short, medium, and long-term goals for the Urban Forestry program.

This plan has addressed all anticipated needs of Bartlett's urban forest. It is a binding but flexible document that allows for adaptive management as new information and techniques become available, or expansion in scope as the Urban Forestry program grows.

RECOMMENDATION

Staff recommends adopting the Village of Bartlett Urban Forestry Management Plan.

ATTACHMENTS (PLEASE LIST)

PW Memo, Resolution, Urban Forestry Management Plan

ACTION REQUESTED

- For Discussion only
- Resolution
- Ordinance
- Motion- Move to approve **Resolution #2023-___ A Resolution Adopting the Village of Bartlett Urban Forestry Management Plan**

Staff: Sarah Christensen, Village Forester

Date: 6/12/2023

Memo

To: Paula Schumacher, Village Administrator
From: Sarah Christensen, Village Forester
Subject: **Adoption of the Village of Bartlett Urban Forestry Management Plan**
Date: June 12, 2023

In early 2022, the Village of Bartlett received an Urban and Community Forestry Grant through the Morton Arboretum, funded by the IDNR and the USDA Forest Service, to develop and complete an Urban Forestry Management Plan. Great Lakes Urban Forestry Management (GLUFM) served as the consultant in the preparation and creation of this plan.

This comprehensive document is based on a review of policies, ordinances, and standards currently being practiced by the Village, as well as a full analysis of the most up to date tree inventory. Current arboricultural industry Best Management Practices (BMPs) were applied to all tree related practices of the Village, particularly on those which are currently underperforming. As a result, short, medium, and long-term goals for the Urban Forestry program were created, along with performance criteria to be met along the way. Some of the areas addressed include tree diversity, in-house policies, climate resilience, hazard assessment and abatement, and community outreach.

This plan has addressed all anticipated needs of Bartlett's urban forest. It is a binding document, but one that is also flexible and allows for adaptive management as new information and techniques become available, or expansion in scope as the Urban Forestry program grows.

RECOMMENDATION

Staff recommends adopting the Village of Bartlett Urban Forestry Management Plan.

MOTION

MOTION TO APPROVE RESOLUTION # 2023-____, A RESOLUTION ADOPTING THE VILLAGE OF BARTLETT URBAN FORESTRY MANAGEMENT PLAN

RESOLUTION 2023- _____

**A RESOLUTION ADOPTING THE VILLAGE OF BARTLETT URBAN FORESTRY
MANAGEMENT PLAN**

WHEREAS, the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the “Village”) is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Village is committed to growing and improving the urban forest within the Village; and

WHEREAS, in order to help achieve the above-stated goal, the Village has decided to create a comprehensive plan to help guide the Village’s future decisions regarding the care and management of their trees; and

WHEREAS, on or about February 1, 2022, the Village also received an Urban and Community Forestry Grant through the Morton Arboretum, funded by the Illinois Department of Natural Resources (IDNR) and the USDA Forest Service, to develop and complete an Urban Forestry Management Plan; and

WHEREAS, the Village Board finds that it is necessary, convenient and in the best interests of the residents of the Village of Bartlett to adopt the Urban Forestry Management Plan (the “Plan”), a copy of which is attached hereto;

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 preambles of this Resolution are hereby incorporated into this text as if set out herein in full.

SECTION TWO: The Village of Bartlett Urban Forestry Management Plan is hereby approved.

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 20, 2023

APPROVED: June 20, 2023

ATTEST:

Kevin Wallace, Village President

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on June 20, 2023, and approved on June 20, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Village of Bartlett

Urban Forestry Management Plan



Prepared By

Stephen D. Lane: Urban Ecologist, Urban Forestry Consultant - ISA Certified Arborist #IL-4565A TRAQ
Leslie Delles: Urban Forestry Consultant, Project Manager – ISA Certified Arborist #IL-9199AM TRAQ

Prepared On

May 23, 2023

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OVERVIEW OF BARTLETT'S URBAN FOREST MANAGEMENT PLAN

Bartlett, Illinois currently manages 15,340 trees throughout its Village parkways and right of ways. There are also 3,048 open planting spaces that are presently recorded which represents significant potential for growth of the Urban Forest resource. In 2019, the Village completed a comprehensive inventory of all Village parkway and right-of-way trees and over the past year, the Village has invested in updating portions of their existing inventory data in a phased approach. This comprehensive inventory update project and partial update is now culminating in the development of this Urban Forestry Management Plan which will detail how these trees will be managed for the benefit of the Village of Bartlett over the next 20 years, with a focus which begins in 2023, and projects out to 2043.

In terms of the condition of the Urban Forest in Bartlett, there are both strengths and opportunities for improvement. One strength is the fact that there are 116 species represented in the tree population which is good diversity for a municipal population of Bartlett' size. The Maple genus, however, makes up nearly 32% of the population which is far too high, and this statistic certainly leaves much room for improvement. Another opportunity is the fact that there are currently 3,048 planting spaces identified in the inventory data therefore the potential for the Village to focus on new plantings is positive. Additionally, the overall condition of the population as a whole is above average and this presents another strength and a trend that should be commended. Another opportunity for improvement is found in using the tree inventory to locate trees that are identified as being in poor condition, and maintenance for these trees can be prioritized. There is a limited amount of work to do in terms of near term maintenance, however once the necessary maintenance is complete, Bartlett will be able to fully focus on enhancements. Also, the current budget being applied towards forestry management should likely be larger. At \$255,000 per year, this is enough to fulfill basic needs, even a modest increase in budget would allow Bartlett to accomplish much more.

In order to enhance the Urban Forestry program so it will create long term benefits to the community while reducing costs, the following Urban Forest Management Plan will address each one of these strengths and challenges, and create goals and milestones for each. Below is a broad view of the direct goals to come in the 2023-2043 period. Further detail is given in the body of the Plan, with separate sections detailing specific Urban Forestry activities, and how we propose they are achieved, along with standards and Best Management Practices for each.

An urban forestry program has been created in this Plan which attempts to achieve the greatest benefit for the community, based on the available data we have from the inventory, as well as input from stakeholders and residents of the Village of Bartlett.

However, all plans are subject to change based on new information, budgets, or other unforeseen circumstances. For this reason, it is asked that readers consider that this plan is to be an evolving document, and goals and strategies will be updated to fit new circumstances as needed.

This Plan should be reviewed periodically, utilizing input from Village staff, and its residents, business owners, and other stakeholders, which will help improve the Plan during those periodic reviews. These strategies and goals are not absolute, but rather serve as guideposts to mark the road to success.

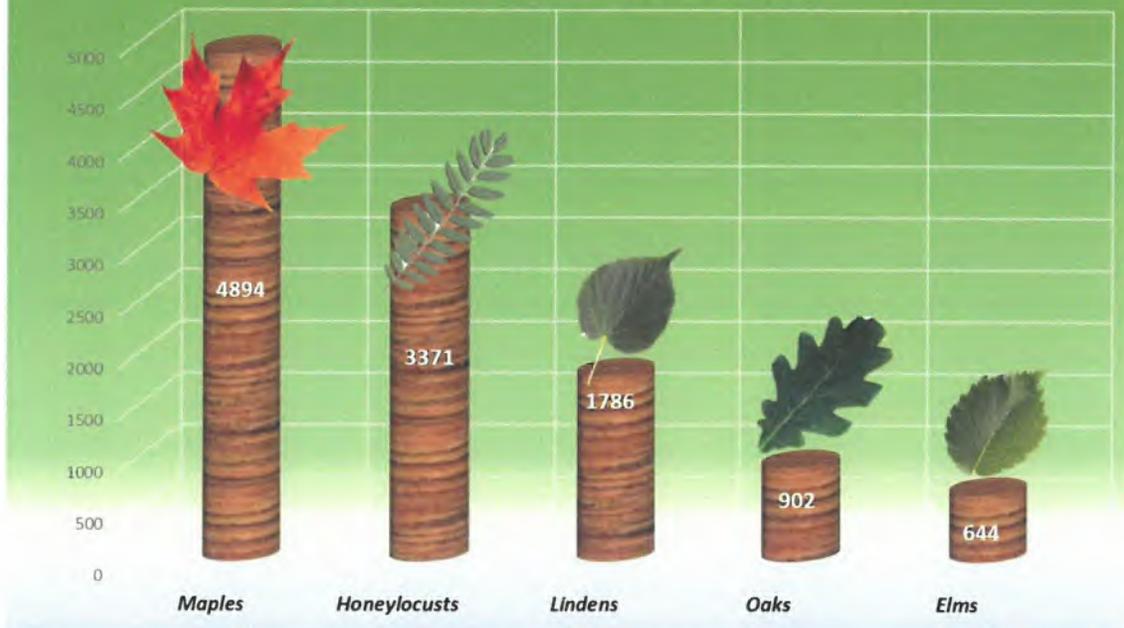
MISSION STATEMENT

It shall be the mission of this Urban Forest Management Plan to outline goals, budgets, and Arboricultural Best Management Practices for the management of the Urban Forest in the Village of Bartlett, Illinois to increase canopy cover, maximize the benefits trees provide while minimizing cost, mitigate against climate change, and create a program to manage the Urban Forest Resource for the greatest public good in a manner that is both financially and programmatically sustainable, while maintaining flexibility for future adaptive management.

BARTLETT'S URBAN FOREST: AT A GLANCE...

<i>Total Number of Trees</i>	15,340	
<i>Open Planting Spaces</i>	3,048	
<i>Total Number of Species</i>	116	
<i>Annual Benefits Provided</i>	\$2,235,849/year	
<i>Standing Value</i>	\$16,326,000	

Top 5 Types of Trees in Bartlett



DIRECT GOALS

Listed below are the direct goals of this Urban Forest Management Plan (herein referred to as “UFMP”, or “the Plan”), as well as a brief discussion of how they shall be met. Direct goals are those which this plan addresses very explicitly in describing pruning, removal, planting, and other activities. Every attempt was made to make these goals realistic and achievable, so they do not place an undue burden on the Village of Bartlett, its residents, or its resources. Instead, the direct goals of this UFMP are to save money and provide greater benefits over time through proactive, as opposed to reactive, management. The Plan is also meant to be adaptive: New concepts, the introduction of new pests or pathogens, or changing climate (both social and meteorological) may all change the way the Urban Forest is viewed.

The Plan is intended to be reviewed periodically by the Bartlett Village Board, Village Forester, and any other relevant stakeholders. The review process should include evaluation of progress made towards these goals. Goals may be altered after the review, as conditions warrant. This UFMP is written with the understanding that organizations, stakeholders, and residents change over time, and therefore its goals require a degree of flexibility. Since trees represent a long term (50-80 year) commitment, this UFMP is intended to provide guidance and continuity through those changes, while also adapting to them as the need arises.

Create a Needs Analysis for the Current Tree Population

Every tree population today is the result of decades of past management decisions. Over time, we increase our overall level of knowledge, skill, and efficiency in managing trees. Based on that new knowledge, we sometimes discover that decisions made decades ago may appear in retrospect to have been wrong, even though they seemed like a good idea at the time. It is the goal of this Plan to assess the current state of the Village of Bartlett’s Urban Forest and examine its overall strengths and benefits, as well as look for opportunities for improvement to inform future decisions.

Each aspect of Bartlett’s tree data has been analyzed: How many trees, what condition they are in, how old they are, and more were all examined to create goals to improve the tree population for the benefit of the organization, its residents, and other stakeholders. Specific goals in terms of planting, removals, pruning, budgets, personnel, and maintenance are all addressed by acknowledging both strengths and opportunities, and suggesting how they might be used to the Village’s advantage. These strengths and opportunities will be the guiding principles for the management strategies and specific goals outlined in each section below. To avoid repeating past mistakes, the Plan shall also attempt to leave room for adaptive management, so the plan may be changed when appropriate.



Establish Goals in Order to Enhance Strengths and Realize Opportunities

In order to accomplish anything, goals are necessary to help guide organizations through the process. Establishing or enhancing a highly functional forestry program will require a series of attainable goals to in order to be achieved. This UFMP seeks to accomplish those goals within a realistic budget and attainable timespan. As stated previously, goals are intended to change over time as the Village's capacity to manage the resource may increase or be reduced.

In each section of the Plan related to direct goals, language has been included which incorporate both a budget and a time frame in which those goals can be accomplished. The overarching goal will be to have Bartlett use this UFMP to create an even more sustainable and adaptable forestry program over the time period of the Plan.

This program will include tree planting, tree maintenance, and tree removal for Bartlett's Urban Forest, so that the tree population will be healthy, and provide the greatest benefits and least risk to the community while maximizing benefits and minimizing risk. To learn more about the budgets, see the individual goals in each section below, or turn to the budget table on page 69.

Review and Update Village Ordinances for Enforcement of Tree Policies

Periodic review and updating of municipal code can help to identify areas in the ordinances governing trees in Bartlett that may be in need of improvement. These ordinances are meant to reinforce proper practices while discouraging improper practices and care, and are not meant to be overly punitive, but rather to encourage the community to engage in proper tree care practices for the benefit of all parties. These ordinances are common industry regulations, such as enforcing rules about what trees cannot be planted because they are undesirable or invasive trees, or defining exactly what trees are the Village's and the homeowner's responsibility, among other things. The goal of these ordinances is to create a tree population which is diverse, healthy, and improving, providing the greatest benefit to the Village and its residents over the long term. The Village is currently in the ongoing process of updating its ordinance with regards to urban forestry.

Further Enhance Overall Diversity by 2043 Through Tree Planting

Tree species diversity is one of the most important concepts in Urban Forestry today. The reason pests and diseases like Emerald Ash Borer (EAB) and Dutch Elm Disease were so devastating is that there were too many Ash and Elm trees. When EAB arrived, many communities' Ash population was 20% or more, resulting in mass tree loss. This can be avoided by planting a greater diversity of tree species, so that when new pests or pathogens are introduced, we only lose small amounts of specific tree species.

Diversity leads to stability, and stability leads to reduced costs and increased benefits over time.



An achievable “Diversity Vision” has been created for 2043 which will see the tree population become far more diverse than it is at present. The current population includes 116 individual species and the diversity vision included in the Plan aims to reduce the number of trees that are over-represented and/or lower quality species while also seeking to increase the number of species that are under-represented or not present in the tree population.

Not only will trees be planted which are underrepresented or not present in the current population, a goal will be that they will be planted in such a manner that selects the right tree for the right site. A direct goal will be to create a tree planting program where trees are matched to existing sites for the next 20+ years. Currently, Bartlett plants approximately 200 trees each year, and this plan seeks to increase that number to 500 trees per year over the course of this plan, to both be able to replace older declining trees, as well as to grow the tree population by approximately 2,800 trees overall by 2043. Ideas such as contract growing will be explored. To learn more about tree planting and reforestation, turn to pages 53-57, and Appendices D, E, and J.

Maintain and Update an Approved / Prohibited List

The urban environment is a difficult place for a tree to live. Between road salts, urban pollutants, limited soil, and other challenges, not all trees will thrive in the urban environment. Trees which have very weak wood, which are known invasive species, which produce messy or foul-smelling fruits, or which create a public nuisance should also be avoided. Approved species are those which are adapted to our Midwest climate, are not invasive, and do not pose high risk. Included in this Plan is an “approved and prohibited” species list which will detail specific trees which may be planted on boulevards, in parks, and by schools. The Village Forester will review the list periodically to ensure that it is being maintained in accordance with the latest information on specific trees. For more information on what species can and cannot be planted on Bartlett ROWs, see the Approved/Prohibited Species list in Appendix A.

Manage Tree Removals

For public safety, or to prevent the spread of tree pests and pathogens, sometimes tree removal is unavoidable. Cost projections for tree removals have been made based on the number, age, and condition of trees in Bartlett for the next 20 years, so that long term budgeting projections can be made. Also included are ANSI and ISA safety standards, as well as suggested bid specifications to ensure the Village is hiring qualified contractors who will be held to the highest industry standards. For more information on Bartlett’s proposed tree removal program, turn to pages 49-53.



Maintain and Enhance a Cycle Pruning Program

Properly pruned trees establish faster, grow quicker, and live longer lives than trees which are not pruned, or improperly pruned. Since large trees provide the greatest benefits to the community, pruning is a critical part of the Urban Forestry program in Bartlett. The Village currently has an 8-zone cycle pruning program. Pruning will be done by Bartlett staff and/or Certified Arborist contractors. Cost projections and other details will be discussed in the Tree Pruning section of this plan. Currently, the Village prunes approximately 2,000 trees each year and this plan seeks to increase that number to 2,250 over the course of this plan.

As Bartlett begins to increase its budgets and capacity for tree pruning, the cyclical pruning program can be made even more robust. An enhanced program COULD ensure that all trees on public property are pruned at a minimum every 6 years, increasing tree health and vigor while reducing costs associated with storm damage and tree failure. Research has shown that a proactive cycle pruning program should be no more than seven years, ensuring every tree is pruned once every seven years. Once a tree reaches a timeframe of seven or more years without pruning, the maintenance becomes more reactive than proactive. In-house research has also demonstrated that residents begin to call about tree pruning after approximately 6 years has passed since the previous pruning. For more information on tree pruning and maintenance, turn to pages 57-62.

Maintain an Accurate Tree Inventory on an Annual Basis

Managing an urban forest requires a clear understanding of the trees, their ages, conditions, and locations, so that Village crews and contractors can perform work on these trees. A stem-by-stem tree inventory update was completed in 2019. This inventory resulted in an unbiased assessment of all of the trees on public Right of Ways in the Village and will serve as the data which will guide the forestry program throughout the next 20 years. The Village has begun the process of updating the comprehensive inventory in a phased approach.



All inventories are a snapshot in time. With 15,340 trees on Village ROWs and properties, the tree inventory should continue to be maintained at a high level of accuracy so that it doesn't become out of date. Currently, the Village contracts a Forestry Consultant to annually update one of the Village's 8 pruning zones in advance of the upcoming pruning cycle. Maintaining this tree data at a high level is vital in the execution of this Management Plan.

Proper Mulching of All New Plantings

As noted above, the urban environment is a difficult place for a tree to become established and to live a long, healthy life. Proper mulching can significantly increase a tree's ability to do this. Mulch helps

to conserve water during the summer by preventing it from evaporating from the soil. It also helps prevent weeds from growing around the tree and competing for water and nutrients, and keeps lawn equipment such as weed whips away from the trunk where they can damage the tree. All new Village plantings will be properly mulched at the time of planting by the planting contractor.

Another intended outcome of this initiative will be to educate residents about proper mulching care, and notify them when poor mulching techniques are being used. Of particular concern is the practice known as “Volcano Mulching” which has the opposite effect of proper mulching and can severely damage a tree over time. For more information on proper mulching, turn to pages 63-64.

Incorporation of Best Management Practices in Tree Care Operations

“Best Management Practices” is a term which means being on the cutting edge of your industry. All contractors working for the Village should be compliant with the latest industry Best Management Practices, based on the appendices in this report. The ANSI and ISA Best Management Practices shall be integral parts of any Request for Proposal (RFP) or bid documents when seeking qualified contractors. Full text of all referenced standards shall be made available to all Village employees and contractors performing tree care operations. This UFMP will be placed in the public domain for all residents to use as a reference, with the an objective being that residents will understand and use these practices as well.

Creation, Utilization, and Maintenance of a Tree Risk Assessment Policy

Trees create great benefits, but they may also pose various degrees of risk. Tree limb failure can have catastrophic effects on people or property, and trees need to be well-managed and healthy to avoid that risk. A risk assessment policy has been created for the Village of Bartlett as part of this Plan. This policy will aid in identifying, documenting, and designating for removal or mitigation, trees which may pose a threat to public safety in a timely manner. This will reduce the overall level of risk posed by trees, as well as exposure to liability from tree related incidents. Basic risk assessment language is included in this document, and a sample basic Tree Risk Assessment Policy has been created on pages 65-68 and the ISA Basic Risk Assessment Form can be found in Appendix H.



Increase Urban Tree Canopy from 18.78% to 24%

Tree canopy is important to the community because more and larger trees provide greater benefits such as decreased heating and cooling costs, pollution reduction, and increased storm water uptake. Tree lined streets are more attractive to homebuyers and potential new businesses, which increases home values, home ownership, and tax revenue. All of these factors benefit the community, so a direct goal will be to increase tree canopy in the Village of Bartlett. Currently, Bartlett contains 18.78%

tree canopy coverage, compared to other land cover types. Increases in tree canopy also come with increases in total benefits provided to the community.

Based on data from the Chicago Region Trees Initiatives, we believe that an increase to 24% canopy cover is a realistic goal for Bartlett by 2043. This will be accomplished by increasing the number of trees on publicly owned property, as well as improving tree care allowing trees to live longer, become larger, and create more canopy cover.

Tree planting on private property will also be encouraged through public-private partnerships with local organizations and businesses. As we will show in the detailed portions of this Plan, these are real benefits that will help Bartlett Residents save money. For more information on Urban Tree Canopy, tree benefits, and other such information, turn to pages 32-36.

Mitigate Climate Change Effects

A proactive and effective strategy to mitigate a changing climate is to plant more trees, and in fact the United States Environmental Protection Agency lists tree planting as one of the more effective solutions to mitigate climate change through absorption of carbon dioxide

(<https://www.epa.gov/heatislands/using-trees-and-vegetation-reduce-heat-islands>). Outside of their aesthetic value, trees have a great variety of environmental benefits, specifically offsetting climate change by producing a cooling effect in urban heat islands, and flood abatement by absorbing stormwater that otherwise would run off. Trees also act as long-term sinks for carbon dioxide, where carbon from the atmosphere becomes “sequestered” in the tree’s woody parts like the trunk and

limbs as a result of photosynthesis, which is how trees create energy to grow.

Increasing tree canopy creates greater sinks for carbon dioxide, reduces localized heating from the urban heat island effect, and reduces environmental issues stemming from flooding. It also provides great habitat for birds, pollinators, and other beneficial wildlife that can enhance the urban environment. This will all be examined at several different points throughout this UFMP, in terms of examining the hard dollar benefits trees provide, looking at where trees can be planted to maximize their effect on



heat islands and flooding, and looking at what species could be planted in the future as we are subject to higher average temperatures. For more information on using trees to mitigate climate change, turn to pages 43-49.

Tree Preservation / Invasive Species Management

Sometimes trees can become damaged by construction activities, costing the Village money, and eliminating the benefit the tree had to the community.

A basic tree survey and assessment should be conducted prior to the issuance of a permit for construction activities. A tree protection zone must be established and maintained during construction and the Village should monitor construction activities to ensure local ordinances are adhered to. Tree removal, for trees of a certain size on the approved species list, should require prior approval by Bartlett during site planning. Ordinance enforcement regarding Village



will be made at the discretion of the Village Forester. Ordinance enforcement for private property trees is made at the discretion of the Planning & Development Services Department. The removal of low quality or invasive species is also recommended. This not only increases the amount of planting space, but also increases public safety. A direct goal of this Urban Forestry Management plan is to preserve trees during construction, and reduce the amount of undesirable species within the Village of Bartlett.

Increase Stocking Density from 83% to 97%



Currently, there are 3,048 open planting spaces on Bartlett's streets, and the stocking density is good at approximately 83%. While 100% stocking density might be possible to achieve over the 20 year scope of this plan, it is not actually always desirable, but do believe that 97% stocking density is attainable and will reap benefits. This will be done primarily by increased tree plantings in the coming years, and use of innovative strategies to fund increases in tree planting.

Define Trees as Critical Stormwater Infrastructure

Green infrastructure is rapidly becoming recognized as being just as important as grey infrastructure in many ways. Chief among these green infrastructure components are trees, and specifically the stormwater mitigation effects they provide. A mature tree can intercept or otherwise mitigate over 5,000 gallons of avoided runoff every year. On a population scale, Bartlett's tree population of 15,340 trees is responsible for intercepting or avoiding over 2.2 million gallons of stormwater runoff each year. The loss of this resource due to storm damage, insect or pathogen invasion, or other such

damage would have a critical impact on the local stormwater infrastructure. For this reason, a direct goal of this Management Plan will be to define trees as critical stormwater infrastructure, and that these assets should be compensated for when lost to unforeseeable events.

Maintain Cost-Sharing Program for Tree Purchase / Outright Resident Purchase

Seeing as publicly owned trees belong to the Village, and not the residents, the Village should ultimately make the decisions on what trees will be planted at which specific sites. However, if residents are interested in planting a specific species of tree in front of their homes instead of the species selected for them, a cost-share program is in place, whereby the resident can pay for a portion of the cost of the installed tree which they have requested. Species must be approved by the Village Forester to ensure that the species selected is a good choice that is fit for the site.

In addition, the Village allows for residents to purchase their own tree and have it installed at their own cost. However, we would advise the Village Forester to play an active role in determining what species are allowed to be planted on public land so that diversity standards are met. Educating residents on the different species of trees available in the nursery trade would be a good community outreach tool for broadening resident's horizons of what trees are available and will grow well on their parkway.

Additional Goals

There are no strategic timelines set forth here for these programs. As the direct goals of the Urban Forestry program in Bartlett are met or exceeded, these are goals to be discussed by the Village of Bartlett as time and budgets become available. We believe that many of these programs represent some of the most progressive Urban Forestry policies in the current climate, and that they should all be seriously considered for implementation.

Increase Awareness of the Urban Forest in the Village of Bartlett, and Engage Stakeholders

The reason for the establishment and enhancement of an Urban Forestry program in Bartlett is to improve the lives of the residents, business owners, and other stakeholders who want to see the Village be a healthier, happier community. In order to make this happen, Bartlett is looking for partners in the community to provide support for this program. Bartlett staff will begin reaching out to local garden clubs, philanthropic organization, residents, and business owners to make the forestry program innovative and community based. In this manner, residents and business owners in Bartlett can take ownership of this important and beneficial resource, and allow it to work for them, their families, businesses, and the good of the whole Village. For more on these innovative programs, and how you can get involved, turn to pages 13-16.

Continuing Citizen Education (TreeKeepers/Local Organizations)

There is a local chapter of the Openlands TreeKeepers program active in the Chicago area. This organization is a non-profit which assist in educating people about trees, how to prune, plant, and

manage them, and their benefits to society. The Village might opt to reach out to Openlands or a similar local organization in order to establish a relationship, and assist in the creation of this educational program, which may help to engage the community.

Bartlett could possibly hold several annual tree education sessions, perhaps to coincide with annual Spring and Fall planting cycles. These sessions may be taught by the Village Forester or other such qualified parties, and cover tree watering, fertilization, pruning, and the basics of how to spot insects and diseases. In addition, basic tree care pamphlets might be made available at Village Hall in addition to website-based forestry information. The Village's Arbor Day celebration is an example of one such outreach event where trees could be planted, and education sessions run.

Contract Growing Program

One of the keys to a successful Reforestation Plan or Tree Planting Program is the availability of high-quality nursery stock from local sources. Incorporated with the UFMP for the Village of Bartlett is a diversity vision for 2043 that includes a great variety and diversity of different trees. A new approved species list has also been developed, as well as the tree species that are prohibited on public property. Having this information is an advantage for the Village, in that the nature of the urban forest in terms of species composition is already known. It is believed that a comprehensive tree planting plan will be an important part of this process as well.

This knowledge, however, does not guarantee the availability of those specific trees when the time arrives to fill a particular site. One way to assure the availability of nursery stock the Village desires each year is to have trees contract grown by local nurseries, and reserved specifically for the Village of Bartlett. This way, the Village will not have to compete with the landscape industry, other local organizations responsible for tree planting, or local retailers. Trees are ordered in annual increments. Each year, Bartlett will purchase the trees previously ordered for that year, and place an order for the following year. This gives the supplying nursery time to procure, plant, and bring the agreed upon trees to the size and branching habit specified.



As numbers of trees required for planting vary from year to year based on removal rates, budgets, and other factors, tree order projections should be made conservatively to avoid the possibility of cancellation of orders. In agreement with the supplying nursery, the Village would reserve the right to increase orders when budgets allow. Supplying nurseries should be located within a specified distance from the Village of Bartlett, to ensure climatic zone compatibility and reduced transportation costs and planting stock exposure to the elements. Nurseries should be of sufficient production capacity to furnish all trees ordered in advance by the Village, as well as possible increases when necessary. Nurseries should be chosen not only on their capacity to produce stock, but to meet quality, form, and health standards as specified by the Village. The nursery should allow tagging by the Village Forester or other representative as well.

A long-term tree planting contract may be developed alongside the nursery supply contract. This contract would specify all pick-up, transportation, planting, and spoil disposal procedures, as well as establish costs for planting trees. Trees should be evaluated one year after planting and assessed for health and survival. Responsibility for replacement of trees that have not survived the one year guarantee period is divided equally between the supplier, the planter, and the Village. Trees that are dug or balled improperly will be replaced by the nursery. Trees improperly handled or planted are replaced by the planter. Trees that do not survive because of lack of maintenance are replaced by the Village.

Private Property Tree Planting Education Programs

Tree planting on private property is actually a direct goal of this Urban Forestry Management Plan, as noted above. Though the Village has no formal jurisdiction to plant trees on private property, the benefits of tree planting on private property are substantial in terms of energy savings, storm water benefits, and other benefits. The Village should consider encouraging residents and business owners to plant trees on their property. Partnering with local nurseries to create a program where residents can purchase trees from that nursery at a reduced price may be a way to encourage tree planting on private property.

Another idea which has been successfully implemented is having the Village purchase trees from a wholesale nursery at wholesale prices, and then have an annual tree sale to local residents. The Village resells the trees at a slight markup from the wholesale cost, but still less than retail, and uses the proceeds to fund its forestry initiatives. Such programs would encourage tree planting on private property by reducing tree costs to the residents.

Strategic Partnerships

Strategic partnerships are a very effective means of getting forestry projects funded when tax funding may present a shortfall. These typically involve either public-private partnerships or partnering with other public entities. Typically, the organizations seen participating in these programs include local garden clubs, scout groups, rotary clubs, businesses, state departments of natural resources, and other such groups. This will be an ongoing goal, and continuing partnerships with new organizations shall always be sought.

Forest Preserve District of DuPage County

For over 100 years the Forest Preserve District of DuPage County has strived to protect and improve the county's natural areas while providing high-quality educational and recreational experiences for the people who call DuPage home. The FPDDC is a nationally recognized conservation agency that envisions a community in which all citizens share a connection with nature and an appreciation for cultural history. They have a great wealth of knowledge, and are worth reaching out to for partnership in accomplishing the goals of this plan.



Cook County Forest Preserve District

The Forest Preserve District of Cook County is an organization which manages 70,000 acres of natural areas, trails, and other projects in Cook County. Several preserves are located close to Bartlett. They have a great deal of expertise in all things natural-resource related and could be a worthy partner to help achieve the goals of this plan.



Metropolitan Water Reclamation District

MWRD strives to protect businesses, homes and neighborhoods from flood damages, clean wastewater entering our plants and manage water as a vital resource for the area. As one of the primary goals of this UFMP is to define trees as critical stormwater infrastructure, MWRD is a very logical partner. They also give away Oak and other seedling trees every year as part of their efforts, and using this resource as a source of trees would be welcome.



DuPage Stormwater Management Agency

Since the inception of DuPage County Stormwater Management 27 years ago, the County has been at the forefront of regional stormwater planning. The fact that trees are a valuable resource for helping to prevent excess stormwater runoff makes the Agency a potential strategic partner.



Chicago Region Trees Initiative

CRTI is actually an amalgamation of many groups acting together as a driving force for establishing the importance of urban forestry in the Chicagoland area and abroad. CRTI has several working groups which handle topics such as forest composition, risk management, communications, etc. They partner with local organizations to get tasks accomplished and publicized.



Illinois Arborist Association

The mission of the Illinois Arborist Association is to “Foster interest, establish standards, exchange professional ideas and pursue scientific research in Arboriculture.” IAA is a professional organization made up of certified arborists from throughout the state of Illinois. The association strives to further the education of certified arborists and can serve as a valuable resource to reach the goals of this plan.



Bartlett Park District

Bartlett Park District may be able to coordinate environmental projects going forward including the creation of educational and outreach programs for residents to learn how to properly care for their own trees. This type of program might focus on trees, tree care, education, and other environmental initiatives.



OpenLands

OpenLands is a highly diverse NPO in the Chicagoland area which focuses on many aspects of ecology in the urban and suburban environment such as natural areas, urban forestry, wetland conservation, and other such topics. They also offer trainings and volunteerism efforts, such as the TreeKeepers program, which educates residents on the care of young trees, tree biology, and the like.



Illinois Department of Natural Resources

The IDNR’s mission is to protect, perpetuate, restore, conserve, and manage the forest and related resources of Illinois, both public and private. To that end, they have an abundance of resources, staff, and a network of partners which can help Bartlett accomplish the goals laid out in this plan, including funding for such things as tree planting or local education and outreach.



Tri-Village Garden Club

The Tri-Village Garden Club promotes an interest in gardening and the beautification of the landscape in the community. Tri-Village Garden Club is active in the community and in partnership with local organizations it contributes to the beauty of Bartlett through donations and volunteer service. Trees are an essential part of gardening, and spreading the word about the importance of trees can be accomplished through local volunteers like those at the Garden Club and may serve as a resource for education and other environmental initiatives.



Local school districts

Urban Forestry is by and large a fairly unknown profession, but there are many aspects of STEM concepts that go into it: GIS Mapping, chemistry, physics, biology, and math are all essential facets of Arboriculture. A relationship with local districts could be a reciprocal relationship, where students could engage in study projects based around trees, citizen science, and volunteerism, and Bartlett staff or urban forestry consultants could provide guest lectures to the students in any of these areas and develop interest in or even promote careers in the green industry.



The Morton Arboretum

The Morton Arboretum, aside from being a wonderful place to visit to learn about trees, also has significant educational and operational resources available. They offer educational programs, volunteer education, and a whole host of other services which can make this plan a success.



Bartlett Public Library District

The Library is a place where people congregate and learn. As such this would be a first rate locations to advertise opportunities for education about urban forestry, as well as stocking and showcasing books related to urban forestry and its related disciplines.



Personnel

In order to streamline Urban Forestry Operations, tasks will be assigned to various staff and contractors/consultants.

Village Forester

The Village Forester is responsible for implementing forestry programs with the approval and cooperation of governmental jurisdictions in Bartlett. This position will seek bids from qualified Tree Care Contractors to complete the work approved by the various agencies, as well as maintain the tree inventory when possible, and act as a representative for public concerns.

Tree Care Contractors

Tree Care Contractors are responsible for performing work identified by the Village Forester in a timely, safe, and expeditious manner. The Tree Care Contractor must have at least one International Society of Arboriculture Certified Arborist on site when work is being performed. The contractors will also guide and participate in the performance of Tree Trimming, Pruning, Removal, and Plant Health Care operations. Other operations, such as Tree Planting, Tree Watering, and Tree Mulching do not have to be performed under the direct supervision of a Certified Arborist.

Forestry Consultant

The Forestry Consultant is responsible for impartially assessing the tree population on a periodic basis, at the discretion of the Village Forester. The Forestry Consultant communicates the needs of the trees to the Village Forester so that individual needs in terms of tree planting, removal, and maintenance can be performed. The Forestry Consultant may also function as the Village Forester during periods of the Village Forester's absence at the request of the Village.

Public Works Director

The Public Works Director or their designee may exercise authority related to decision-making concerning pruning or removal of Parkway Trees with the guidance of the Village Forester.

Planning & Development Services Department

The Planning & Development Service Department will exercise authority related to enforcing the existing and proposed changes to the Village Code and Ordinances as referenced by this document, primarily for trees located on private property.

State of the Urban Forest

Using the tree inventory data collected for the Village of Bartlett, it was determined that there are, at present, a total of 15,340 trees on Village Owned parkways and rights-of-way, along with 3,048 open planting spaces that are currently recorded. The charts and statistics in this portion of the Management Plan illustrate that the tree population in Bartlett can be characterized as being in overall above average condition and the stocking density is good, at 83%. The species diversity in Bartlett is good with 116 individual species represented. Based on the following data in the Management Plan, the Village of Bartlett will be equipped to use this valuable information to address short term concerns, long term management considerations, and overall planning objectives.

Basic Statistics – Managed Trees

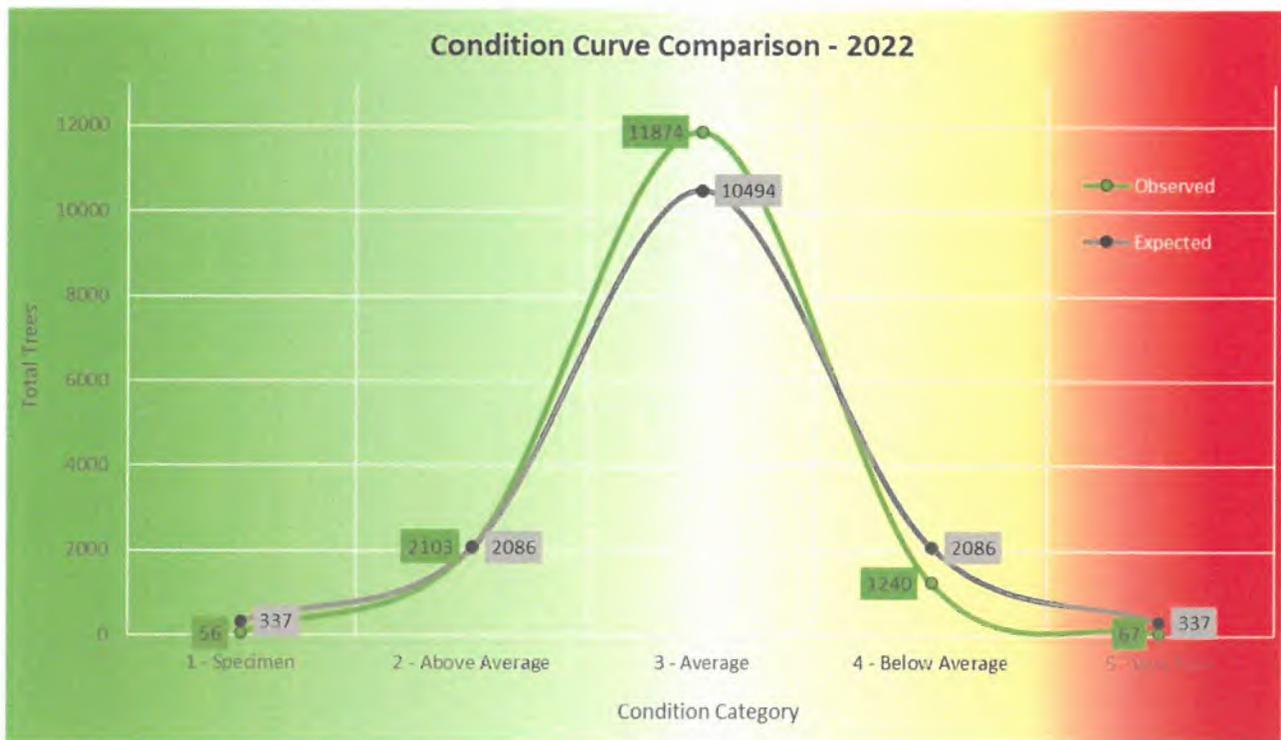
	<u>2019</u>	<u>2022</u>
Total Number of Managed Trees	15,282	15,340
Total Number of Plantable Spaces	2,993	3,048
Total Number of Stumps	18	N/A
Number of Removed Trees	N/A	?
Total Number of Species	117	116
Total Diameter Inches	152,250"	153,424"
Average Tree Diameter	9.96"	10.00"
Average Tree Height (ft)	25.36	25.27
Average Crown Spread (ft)	19.81	19.52
Average Crowding (Height to Spread Ratio)	1.28	1.29
Total Canopy Volume	156,067,848 cu ft	152,939,805 cu ft
Average Canopy Volume	10,224 cu ft	10,285 cu ft
Average Tree Condition	2.97 (Slightly Above Average)	2.95 (Slightly Above Average)
Average Mature (8" and up) Tree Condition	2.89 (Above Average)	2.85 (Above Average)

Condition Statistics

During the tree inventory and update, the condition of each tree was rated using a 1-5 rating system. The rating criteria is as follows:

VILLAGE OF BARTLETT URBAN FORESTRY MANAGEMENT PLAN

Condition 1	Specimen – Tree has no observable defects, wounds, diseases, and has perfect form for the species. Since younger trees are generally trouble free, a condition 1 tree must by the Forestry Consultant’s definition be a minimum of 16” DBH. These are legacy trees, and as such are rare.
Condition 2	Above Average – Tree may have a small amount of deadwood, or a very limited number of minor defects. The overall form of the tree must be good, and consistent for the species. These trees, by the Forestry Consultant’s definition, must be a minimum of 8” DBH.
Condition 3	Average – Tree has moderate amounts of deadwood, wounds, or other defects, but is generally healthy. A wide variety of forms is acceptable for this group, which is meant to define the middle ground around which better or worse trees can be defined.
Condition 4	Below Average – Tree has defects, deadwood, wounds, disease, etc. which are likely to cause a need for removal. Very poor form or architecture can put an otherwise healthy tree in this category as well.
Condition 5	Very Poor – Tree must be removed. Defects are too far advanced for the tree to be reasonably saved. Like condition 1 trees, these are rare, as generally trees approaching this level are removed before they deteriorate to this level.



The chart above represents the distribution of trees in each of the 5 categories. We have included the tree condition ratings we observed in the field, as well as a curve representing an “average” distribution so that comparisons can be made. The green line represents what we observed in the field, and the grey line represents an average or “normal” tree population. The condition curve for the Bartlett inventory indicates a tree population that is in overall above average condition.

The average tree condition for a parkway tree in Bartlett is 2.95 for all trees, and 2.85 for trees 8” DBH and larger and both these statistics are an improvement over the original tree population inventoried in 2019. We make this distinction between the two size classes, because trees under 8” DBH do not qualify for condition 1 or 2 status, and young tree mortality tends to be more common in the urban environment, so it is a more objective evaluation of existing trees. Both these ratings, in this case, are above average which is an indicator of an overall healthy and satisfactorily-maintained tree population.

The condition 1, or specimen trees, were significantly lower than would be predicted by the standard distribution alone, but we always expect that the specimen trees in a municipal parkway setting will come in lower than their statistical norm because of their relative rarity. This is because of the challenging environments in which parkway trees are planted, especially when it comes to poor urban soils and limited below-ground growing space. It is also important to mention that according to our rating system, there is 16” DBH minimum threshold on Condition 1 trees and nearly 81% of Bartlett’s tree population do not meet this DBH threshold. As younger trees continue to mature and are properly pruned and maintained, this category should gradually increase in numbers.

The condition 5, or very poor trees, also came in well below the expected norm. This is mostly due to a high level of awareness the Village has for trees which are in poor condition, high risk, or otherwise in need of removal. The residents of Bartlett likely play a part in this, and notify Village staff when care is needed. The 101 trees in this category should be prioritized and removed.

The Condition 2, or above average trees, are just slightly higher than what statistical analysis would predict which is a good trend. Similar to the Condition 1 category, Condition 2 trees need to have good structure that is consistent with the species in question and also be over 8” DBH. Over 39% of Bartlett’s tree population is not eligible to earn a condition 2 designation due to their DBH being below 8”. Looking toward the future, the Village has an opportunity to further increase the number of trees in the condition 2 category. In general, if trees are properly mulched and maintained, newly installed trees are done so correctly and cared for well, and site selection for the trees is well matched to the species, trees will often mature with good form and without significant defects. These trees can eventually become Condition 2 trees.

The condition 4 trees came in quite a bit lower than what would be statistically expected again indicating an overall healthy and well-maintained tree population. The 1,240 trees in this category include a variety of species that have developed excessive deadwood and/or other structural defects. With proper maintenance, and using this tree inventory to be able to locate trees in need of maintenance or removal, Bartlett can look to further decrease this number over the next few years as

they move forward and attend to issues we have identified. These actions will continue to shift the above Condition Curve to even more above average.

The trees in the condition 3, or average, category are significantly higher than the expected norm. The reason for this is simply that this is the average category and generally has the most trees in it. Another reason this number is inflated is due to the fact that Bartlett’s tree population is overwhelmingly young and all trees under 8” DBH are automatically assigned this category unless they happen to be in worse condition.

Ideally, tree populations should have an average tree condition somewhere in the 2.5 range, with a sizable population of specimen trees, and a steep drop off in trees after condition 3. The Village can use this tree inventory and the recommendations that accompany it to further improve the overall health of its tree population. With some younger trees which are about to enter a phase where they may become condition 2 trees as opposed to a condition 3, or condition 1 trees as opposed to condition 2, and some mitigating actions to further lower the number of trees in the condition 4 and 5 categories, we anticipate that Bartlett will continue to maintain a vigorous and resilient tree population.

Age Class Analysis

Age Class Diversity - 2022



In terms of the ages of trees in Bartlett, we have split the tree population into 8 “classes” of 6” diameter increments. This tells us how many trees are in each “age class”. Because trees are measured by Diameter at Breast Height (DBH) as a standard measure, this breakdown can help show where trees are in their life cycles. Some trees like Cottonwood and Silver Maple grow in diameter very

quickly, up to 1" per year or possibly more. Other slower growing trees such as Oak and Hickory may only add ¼" or less every year. As a broad generalization, it can be said that most trees on average grow at around ½" per year.

This chart illustrates a somewhat typical trend in the overall age spread of a tree population seen in an urban setting, with many trees being younger and a relatively low number of trees in the older age categories. As shown above, 5,208 of Bartlett's total 15,340 trees (34%) have a DBH of 6" or less which we generally consider to be less than about 15 years old. The 7-12" DBH categories make up 32% (4,960 of 15,340) of the population and is considered to be about 20-25 years old. The 3,598 trees in the 13-18" DBH categories make up 23% of the population and is considered to be about 25-30 years old. There is a steep drop-off moving to the 19-24" DBH category and these 1,214 trees (approximately 8%) in are generally mature trees over 30-40 years old.

The 360 remaining trees in the 25"+ DBH categories are considered to be about 45-50+ years old and some of these may be nearing the end of their natural life. It should be mentioned that the number of trees in the 30"+ categories are often lower due to the natural senescence and ensuing decline of trees on urban parkways. A fairly equal number of trees in each age classification is, within reason, desirable and indicative of a consistent focus on tree planting and tree maintenance in the Village over the years, and shows that the right trees are being planted in the correct locations. As the younger population matures and moves into the next higher category and new trees are planted replacing older, removed trees, the Village has an opportunity, over time, to bring the tree age classes in Bartlett to a more balanced level. A direct goal of this Urban Forestry Management Plan is to increase the number of 25"+ DBH trees and improve overall long term survivorship.

With 3,048 open planting spaces, primarily due to mass Ash tree loss, and the impending removal of some of the Village's condition 4 & 5 trees as well as some of the poorer condition Ash trees, a Comprehensive Planting Plan would be a helpful tool for Bartlett to pursue in the future. Such a plan would not only further improve overall diversity by analyzing the current population and selecting species to plant that are underrepresented, but would also maximize the lifespan of trees on the parkways by carefully matching a tree species requirements and tolerances with each individual planting space. Trees that are well adapted to their growing conditions will establish more quickly, require less maintenance, and be healthier overall and more resistant to disease and insect problems. By matching the right trees with the right planting spaces using a Planting Plan, the Village of Bartlett can help protect its investment in each new tree.

The table of Bartlett's population growth since 1940 is shown at the right, and it is apparent that the growth in the number of trees on the Village ROWs increases around the same time as the population of the Village was increasing dramatically. For the Village, population growth spiked between 1990 and 2000. This corresponds directly with the increase in tree planting between 7-18" diameter inches, which equates to approximately 25-30 years ago, in tree terms!

1940	608
1950	716
1960	1,540
1970	3,501
1980	13,254
1990	19,373
2000	36,706
2010	41,208
2020	41,105

Maintenance Recommendation

During the inventory and partial update, the Forestry Consultant’s staff recorded an Maintenance Recommendation for each tree which outlines what maintenance work needs to be performed in the coming years.



In terms of maintenance status of this inventory of the Bartlett tree population, the statistics displayed above show a positive trend overall. The number of trees in the “cyclical prune” category is quite high which is a positive trait in a tree population. This is indicative of a fairly high level of maintenance. Enhancement of the Village’s current cycle prune program could further increase this number.

There are 595 trees in the “establish prune” category. Establishment pruning, or the pruning of young trees to establish proper branching habit and structure, is one of the least expensive yet most effective maintenance items that can be performed on a young tree, and it is also recommended that all new plantings receive an establishment pruning within 5 years of being planted.

The 195 trees in the “Remove” maintenance category should be prioritized and removed in a timely manner. The 857 trees in the “priority prune” set are trees which are simply overgrown, or have parts which need to be removed promptly, and should have pruning prioritized over the trees in the cyclical prune set. Generally, we consider this to be a “within 1-3 years” level of pruning. The “priority maintenance” category has been used for 66 trees which were in need of some type of

maintenance not related to pruning, such as stake removal, girdling object removal, etc. An explanation of this recommendation should be found in the tree's comments field.

The 910 trees in the "monitor" category can be viewed as being in a transitional phase. For the most part, the tree has an indiscernible defect, or shows signs of developing issues or general decline which must be observed. These trees should be reassessed periodically and their maintenance status updated. Many remaining Ash trees were assigned the "monitor" category if they were not recommended for pruning or removal, which has inflated this number slightly.

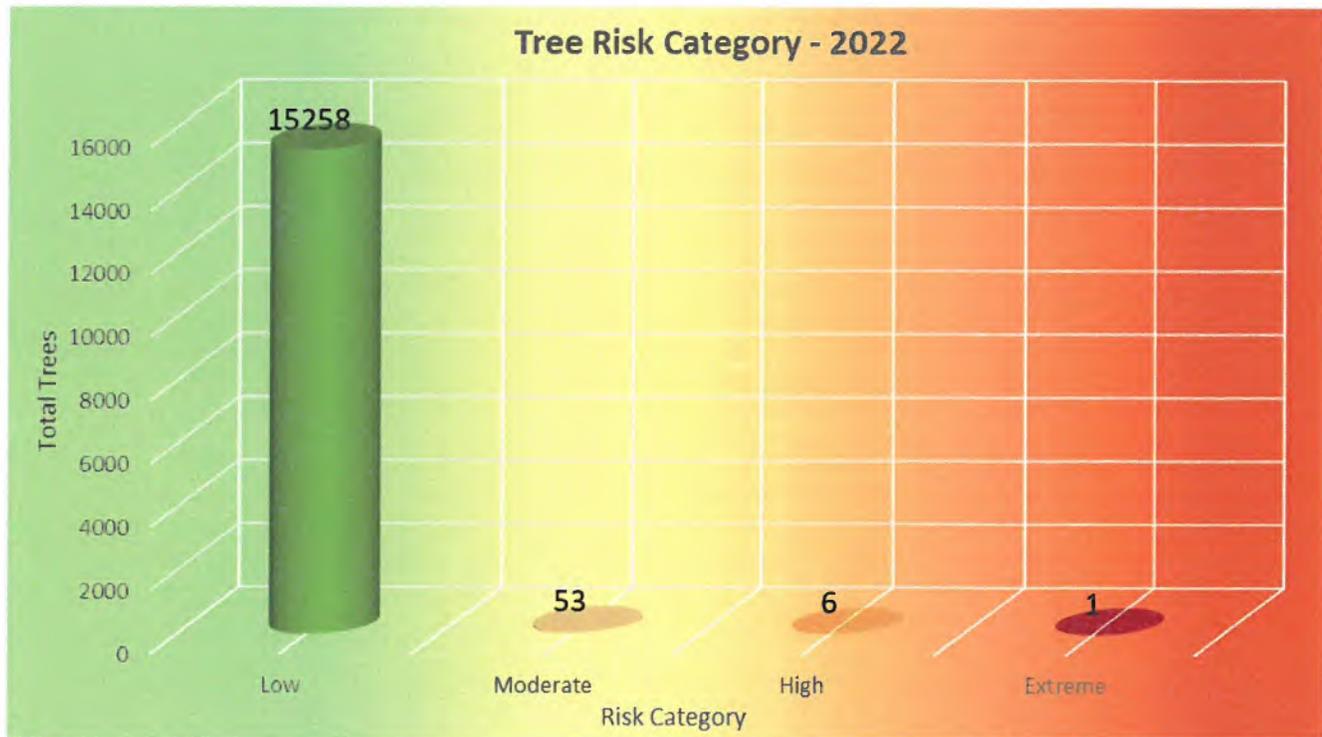
The 21 trees in the "hazard prune" category should be pruned as soon as possible to mitigate a potential hazard risk. We consider these trees as requiring prompt pruning. Also, currently there are no trees in the "hazard remove" category.

The 11 trees which received a "risk assessment" status were in a location where they could pose a hazard to residents or visitors of the Village of Bartlett. These are trees which have developed defects and require a more in-depth inspection and analysis to determine the Village's risk tolerance threshold and the need for mitigation efforts. It is recommended that a Level 2 Basic Risk Assessment or Level 3 Advanced Risk Assessment be performed on these trees (per TRAQ or ANSI A300 Pt 9 Standards), or equivalent (ISA Tree Risk BMP methodology, Matheny and Clark, etc).



Risk Assessments

Each tree inventoried was subject to a rapid tree risk assessment. The International Society of Arboriculture has a professional qualification program called “TRAQ” (Tree Risk Assessment Qualification) which uses specific information for assessing how much risk a tree poses. The Forestry Consultant’s staff used a rapid tree risk assessment based on this protocol. Such rapid assessments are used in applications such as disaster relief assessments after extreme weather events where tree risk must be documented, but time frames are very short. For this reason, we must state unequivocally that these assessments are NOT meant to be legally binding, and do not represent a full TRAQ evaluation of the level of risk individual trees may pose.

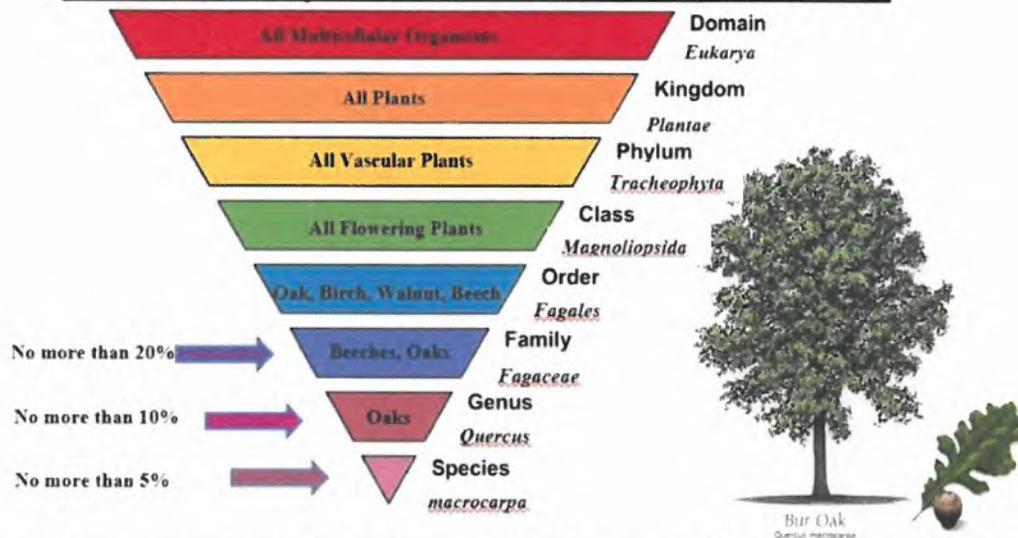


As illustrated in the chart above, the vast majority of Bartlett trees were found to have no or low observable risk level. The 1 tree that falls into the critical risk level category should receive immediate mitigating actions. This is a mature Sugar Maple with a weak trunk union. Any trees that fall into the high risk level category should receive a Level 2 Risk Assessment and/or mitigating action. Any tree found to pose a moderate risk level should be monitored and/or inspected by Bartlett and a threshold of risk tolerance be established. Some of moderate risk level trees may also be considered for a Level 2 Risk Assessment and/or mitigating action. Great Lakes Urban Forestry Management would be pleased to assist Bartlett in performing Level 2 Basic Risk Assessments or Level 3 Advanced Risk Assessments. Bartlett’s draft Tree Risk Assessment Policy will be discussed in more detail later in this Plan.

Diversity Analysis

Taxonomy is the method by which scientists classify plants, animals, and other life forms into distinct categories. A species is unique. There is only one type in that category, such as Bur Oak (*Quercus macrocarpa*), which refers to only one specific type of tree. A genus, however, is a group that may contain multiple species. All Oak trees, for instance, are in the genus *Quercus*. The further down the taxonomic ladder you go, the more similar things become.

Taxonomy and the 20-10-5 Rule



The more similar tree species are to each other, the higher the likelihood that an insect or pathogen can exploit every species of that genus. Emerald Ash Borer is a classic example of this, as it affected every tree species in the ash genus. The most effective prevention of tree loss we have is to limit the number of trees planted that a new pest or pathogen can affect. While diversity at the species level is important, it is also important to achieve diversity on the genus and family levels, so that a large selection of trees are planted.

The “20-10-5” rule for Bartlett’s future tree plantings is recommended, which states that no more than 20% of any one family, 10% of any one genus, and 5% of any one species shall be planted during any one planting cycle. It will also be a long-term direct goal of the forestry program to have the tree population as a whole in compliance with the 20-10-5 Rule, although it may not be possible by the 2043 date used in this document. This level of taxonomic diversity is consistent with today’s arboricultural industry standards (see above graphic).

The old paradigm of urban forestry was to create tree lined streets and parks in which every tree was the same type, shape, age, and height. This was thought to produce a uniform appearance. Urban foresters have now learned that once a pest or pathogen is introduced into a monoculture planting such as this, an epicenter of infestation is created that may cause serious damage, both ecologically and financially. Diversity in the urban forest helps to prevent and reduce the impacts of pests and

pathogens. There are three aspects of diversity in the urban forest. We will examine these in detail, below.

Taxonomic (Species) Diversity

Why is it important to plant a diverse set of trees at the Species, Genus, and Family levels? Simply put, it is to ensure that we will not fall victim to mass tree loss from pests and pathogens in the future. The reason Emerald Ash Borer (EAB) was such a devastating expense for many organizations was because their tree populations were composed of over 20% Ash trees. When these trees died and had to be removed, those organizations lost 20% of their trees.

This comes with the obvious expense of having to remove these trees and replace them. But it also comes with hidden expenses as well, namely the loss of the ecological services that those trees provided: Homes cost more to heat and cool, storm water infrastructure falls under heavier pressure, and increases in pollutants and greenhouse gases may be observed. For all of these reasons, a more diverse group of trees needs to be planted, such that we are never at risk of losing more than 5-10% of our trees at any given time due to a pest or pathogen.

As will be discussed in further detail below, the tree population in Bartlett is by far dominated by species of Maples. In decreasing numbers, the remaining top 5 include Honeylocusts, Lindens, Oaks, and Elms.

Spatial Diversity

Spatial diversity is the concept of mixing tree species over the whole geographic area. The easiest way to slow the spread of any new pest or pathogen is to increase the distance between potential host trees. Every pest or disease, such as EAB or Dutch Elm Disease (DED), has a limited area to which it can spread in a given time frame. The more difficult it is to get to the next host tree, the less of a problem the pest or pathogen becomes, and the easier quarantine becomes.

In addition to the functional benefits provided by increasing spatial diversity, organizations which have implemented diverse planting over the past several decades have demonstrated that such diversity yields an arboretum-like landscape that is both functional and aesthetically pleasing. At present, the Spatial Diversity in Bartlett is moderate primarily due to the significant number of Maples. During the tree planting planning phase, extra care should be taken to ensure that new plantings are done in a manner that yields a highly spatially diverse tree population, and creation of areas of low spatial diversity (monocultures) will be avoided.

Age-Class Diversity

Age-class diversity is also an important consideration. A healthy natural forest has trees of many ages. Young, intermediate, and mature trees allow for regeneration, replacement and vigor in the overall forest community. A mixture of tree species, locations, and ages will lead to great diversity, which insulates a natural forest against pest and pathogen outbreaks. The Urban Forest is no different. The outdated urban forestry paradigm promoted even-aged tree plantings, so that all trees were approximately the same size and age. However, once these trees begin to decline, most will

VILLAGE OF BARTLETT URBAN FORESTRY MANAGEMENT PLAN

require removal and replanting simultaneously. This can leave an entire street segment or neighborhood without shade and aesthetics for a long time.

The current approach of the urban forestry community is to strategically plant trees on streets or in neighborhoods over a longer timeframe. With this strategy, trees will grow to maturity in different stages, and decline at different times. When declining trees are eventually removed, there will always be a variety of age classes and tree sizes on a block or in a neighborhood. This reduces the pressure to plant trees in an area immediately after tree removal, helping to manage costs. A mixed age-class planting ensures that mature trees are always present in a neighborhood. It also will allow for strategic planting of smaller or medium sized trees.

An additional benefit of mixed-age plantings is the ability to plant shade-loving trees as well as sun-loving trees. When a street or neighborhood is newly planted with trees of the same age, all the trees are essentially in full sun. This reduces the ability to plant shade-loving trees, as they have a tendency to dry out in the summer sun. With mixed-age stands, shade-tolerant trees may be planted underneath the canopy of larger, mature trees. This approach will be used for future tree removal and replacement, and help to create an Urban Forest that has mature trees, middle aged trees, and young trees in similar quantities.

Current Tree Population

<u>COMMON NAME</u>	<u>COUNT</u>	<u>AVG DBH</u>	<u>AVG HEIGHT</u>	<u>AVG SPREAD</u>	<u>AVG COND</u>
AMERICAN HORNBEAM	16	3.19	12.19	5.63	3.13
AMERICAN REDBUD	128	2.51	9.65	5.47	3.05
AMUR CORKTREE	2	10.50	17.50	17.50	3.50
APPLE-CRAB SPP	334	5.15	11.60	9.88	3.04
APPLE-EDIBLE	8	5.50	13.75	13.13	3.25
APRICOT	2	1.00	10.00	5.00	3.00
ARBOR VITAE	8	5.50	9.38	8.13	2.88
ASH-EUROPEAN	2	22.00	30.00	30.00	3.00
ASH-GREEN	92	21.25	40.71	35.92	3.09
ASH-WHITE	59	13.47	29.75	25.08	2.93
ASPEN	2	5.00	17.50	5.00	3.00
BALDCYPRESS	24	2.17	10.00	5.21	3.08
BARBERRY SPP	1	8.00	5.00	5.00	3.00
BEECH-AMERICAN	2	1.50	10.00	5.00	3.00
BEECH-SPP	18	1.72	8.89	5.00	3.00
BIRCH-RIVER	12	9.50	22.92	16.25	2.67
BIRCH-SPP	1	2.00	10.00	15.00	3.00
BIRCH-WHITE	5	9.00	25.00	15.00	3.40
BLACK LOCUST	95	3.86	16.58	9.74	3.05
BLACKGUM	68	2.13	10.74	5.22	3.43
BOXELDER	5	17.20	30.00	32.00	3.60
BUCKEYE-OHIO	13	3.46	11.54	6.92	3.08

VILLAGE OF BARTLETT URBAN FORESTRY MANAGEMENT PLAN

BUCKTHORN	6	9.17	9.17	9.17	3.33
CATALPA	240	5.00	14.21	8.75	3.08
CHERRY-BLACK	3	13.33	28.33	16.67	3.67
CHERRY-PURPLE LEAF	6	2.17	9.17	5.00	3.17
CHERRY-SPP	25	5.04	12.20	9.20	3.12
COTTONWOOD	24	11.00	34.17	15.83	3.00
DAWN REDWOOD	14	3.07	10.00	5.71	3.00
DOGWOOD-SPP	21	1.81	6.67	5.48	3.14
DOUGLAS FIR	1	8.00	30.00	10.00	3.00
EASTERN REDCEDAR	3	3.67	8.33	6.67	3.00
ELM-AMERICAN	9	17.56	36.67	32.22	2.89
ELM-CHINESE	15	8.87	21.33	15.67	3.00
ELM-HYBRID	615	6.05	18.89	11.69	2.93
ELM-RED	1	30.00	70.00	60.00	1.00
ELM-SIBERIAN	11	15.91	39.55	27.73	3.18
ELM-SPP	4	10.00	30.00	17.50	2.75
EUONYMUS	2	2.50	7.50	7.50	3.00
GINKGO	121	3.36	13.47	6.57	3.06
GOLDEN RAINTREE	1	3.00	5.00	5.00	4.00
HACKBERRY	395	6.42	18.11	12.42	2.93
HARDY RUBBERTREE	1	2.00	10.00	5.00	5.00
HAWTHORN-COCKSPUR	5	1.60	5.00	5.00	3.20
HAWTHORN-SPP	56	5.09	10.71	8.93	3.16
HAZELNUT-TREE	1	4.00	10.00	5.00	3.00
HICKORY-SHAGBARK	16	10.06	43.75	19.06	2.88
HONEYLOCUST	3371	15.01	34.79	32.56	2.77
HORNBEAM-EUROPEAN	35	3.31	13.14	5.14	3.09
HORSECHESTNUT	25	1.96	6.80	5.60	3.20
IRONWOOD	7	3.14	13.57	5.00	3.00
JUNIPER-COMMON	6	8.33	7.50	8.33	2.83
KENTUCKY COFFEETREE	370	3.58	13.61	7.78	2.99
LILAC-PEKING	7	2.00	10.00	5.00	3.00
LILAC-SHRUB	3	7.33	8.33	6.67	3.00
LILAC-TREE	527	3.03	10.75	5.62	3.04
LINDEN-AMERICAN	725	11.98	29.66	19.29	2.81
LINDEN-LITTLELEAF	969	10.75	27.32	20.01	2.95
LINDEN-SILVER	22	6.68	21.82	13.18	3.05
LINDEN-SPP	70	11.84	31.29	19.21	3.01
LONDON PLANETREE	100	3.83	16.40	8.35	3.06
MAGNOLIA-CUCUMBER	9	2.44	10.56	5.56	3.00
MAGNOLIA-SHRUB	1	8.00	10.00	10.00	3.00
MAGNOLIA-SPP	1	4.00	10.00	15.00	3.00

VILLAGE OF BARTLETT URBAN FORESTRY MANAGEMENT PLAN

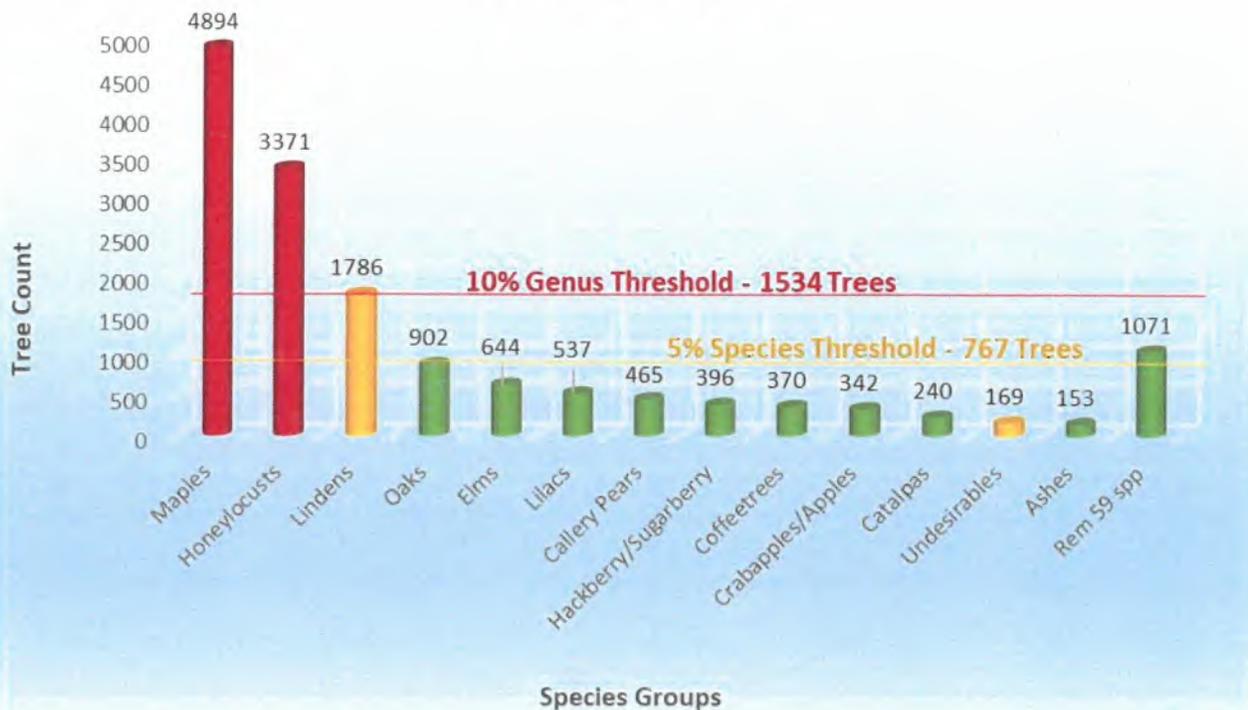
MAGNOLIA-STAR	1	5.00	5.00	5.00	3.00
MAGNOLIA-TREE	2	6.50	12.50	10.00	2.50
MAPLE-AMUR	4	8.50	16.25	16.25	2.75
MAPLE-AUTUMN BLAZE	1216	7.15	25.39	13.97	2.93
MAPLE-BLACK	3	2.00	10.00	5.00	3.00
MAPLE-HEDGE	40	8.95	22.63	16.13	2.58
MAPLE-JAPANESE	6	3.33	7.50	8.33	3.00
MAPLE-MIYABEI	31	3.26	11.61	5.81	3.10
MAPLE-NORWAY	1961	11.26	24.05	21.22	3.05
MAPLE-PAPERBARK	1	8.00	15.00	10.00	3.00
MAPLE-RED	869	7.22	19.50	16.03	3.03
MAPLE-SILVER	571	19.46	42.66	32.29	3.02
MAPLE-SPP	27	2.00	9.44	5.19	3.07
MAPLE-SUGAR	164	12.32	31.89	23.23	3.05
MULBERRY-SPP	6	7.67	14.17	11.67	3.50
OAK-BEBB	2	2.00	7.50	5.00	3.00
OAK-BURR	126	10.34	26.83	17.54	2.81
OAK-CHINKAPIN	27	3.04	14.63	7.04	3.81
OAK-ENGLISH	92	2.87	13.15	5.16	3.07
OAK-PIN	92	17.72	50.05	29.46	2.86
OAK-RED	140	8.40	22.50	16.29	2.97
OAK-REGAL PRINCE	4	2.00	10.00	5.00	3.00
OAK-SHINGLE	28	4.96	19.46	11.79	2.93
OAK-SPP	8	1.63	7.50	6.25	3.75
OAK-SWAMP WHITE	365	4.86	16.47	9.55	2.91
OAK-WHITE	18	16.78	44.71	28.53	2.67
OSAGE ORANGE	7	2.00	10.00	5.00	3.00
OTHER	2	6.00	5.00	5.00	3.50
PEAR-CALLERY	465	8.53	22.35	13.66	3.06
PINE-AUSTRIAN	10	9.60	21.50	12.00	3.50
PINE-MUGO	2	9.00	5.00	10.00	3.50
PINE-RED	5	14.20	38.00	21.00	3.60
PINE-SCOTCH	3	12.00	28.33	20.00	3.33
PINE-WHITE	7	14.86	37.14	20.71	2.43
PLUM-SPP	12	3.92	8.75	7.08	3.42
POPLAR-SPP	7	9.14	34.29	12.86	3.14
POPLAR-WHITE	1	40.00	50.00	70.00	3.00
SERVICEBERRY-SPP	21	2.38	10.24	5.71	3.05
SMOKETREE	1	1.00	5.00	5.00	3.00
SPRUCE-BLUE	26	12.19	29.04	13.65	3.04
SPRUCE-NORWAY	10	11.00	39.50	21.00	2.90
SPRUCE-SPP	10	11.20	36.00	14.50	3.00

VILLAGE OF BARTLETT URBAN FORESTRY MANAGEMENT PLAN

SUGARBERRY	1	4.00	15.00	10.00	3.00
SWEETGUM	9	6.33	17.78	9.44	2.78
SYCAMORE	15	12.73	36.00	25.67	2.60
TULIPTREE	62	3.19	13.23	6.69	3.05
WALNUT-BLACK	32	15.09	44.22	25.94	3.19
WILLOW-SPP	4	21.00	22.50	25.00	3.50
YELLOWWOOD	63	2.30	9.76	5.63	3.02
YEW	1	2.00	5.00	5.00	3.00
ZELKOVA	18	2.30	10.00	5.00	3.00

As shown in the table above, the Village of Bartlett Tree population consists of 116 distinct tree species, accounting for 15,340 total trees. The above table shows the percentage of the total population each species makes up, as well as the average Condition and Trunk Diameter. To see which trees are performing well, we would look for trees with a Condition rating of less than 3 and with a large DBH. This population is shown graphically below:

Diversity Analysis



As can be seen above, the tree population in Bartlett is overall diverse, but by far is dominated by Maple species. In decreasing numbers, the remaining top 5 include Honeylocust, Linden, Oak, and Elm. From there, the number of tree species representing more than 1% of the total tree population drops off steadily. It should generally be said that reducing the number of Maples overall while

increasing lesser represented species should be a strategic goal, and our Diversity Vision will help to accomplish this.

The graphs and charts above illustrate that Maple species make up 32% of Bartlett's tree population. It is quite common for species of Maples to be overplanted on parkways and in other urban settings because they are an adaptable and hardy shade tree. However, if a pest or pathogen that attacks only the Maple genus were introduced into our region, Bartlett could potentially lose almost 1/3 of its tree population. The same is true for Honeylocust and Linden trees which make up 22% and 12%, respectively, of the Bartlett population. We highly recommend that, going forward, the Village moderate new plantings of Honeylocust, Linden, and Maple species and focus on further improving the diversity of its tree population by exploring the use of species that are less numerous in the current population. It is important to reiterate that some species have environmental tolerances and requirements that should be considered when matching them with an open planting space.

The 169 trees in the "undesirables" category are primarily Cottonwood, Willow, Mulberry, Boxelder, Siberian Elm, Buckthorn, Poplar, and Black Cherry trees. These trees are notorious for being fast growing, but weak-wooded or invasive trees that often develop a variety of structural defects as they mature. For safety, aesthetic, and ecological reasons, it is recommended that Bartlett set a goal of gradually reducing the number of undesirable trees in the Village, and replanting them with a diverse set of tree species, to increase overall diversity and tree population stability.

It is apparent that Bartlett has been committed to improving species diversity as evidenced by the variety of species that have been more recently planted. Some examples include Blackgum, Tuliptree, Yellowwood, Gingko, Baldcypress, Dawn Redwood, Cucumber Magnolia, Hazelnut, Beech spp, Ironwood, Zelkova, Chinquapin Oak, Shingle Oak, American Hornbeam, European Hornbeam, Horsechestnut, Ohio Buckeye, Golden Raintree, and Hardy Rubbertree. With some careful planning, the Village of Bartlett has an opportunity to further improve its diversity as it chooses species to plant in the future. As was touched upon earlier in the report, a Comprehensive Planting Plan would offer Bartlett a solid framework for planning its future tree population. A Planting Plan would provide a comprehensive analysis of the current population, a thorough review of all available planting spaces, and a detailed plan for which tree species may be planted in specific locations. Proper planning will help Bartlett protect the investment in each new tree and to create a future tree population that is more resilient and diverse than the current one.

Although Bartlett's diversity is decent overall (with the exception of the Maples, Honeylocusts, and Lindens), the Village has a number of species to choose from which are commercially available and underrepresented or not present in the population. This Urban Forest Management Plan will lay out strategies to even further improve diversity, and we will examine the specific species recommended in the "Future of the Urban Forest" Section below.

i-Tree Report / Urban Tree Canopy Assessment

i-Tree is a state-of-the-art, peer-reviewed software suite from the USDA Forest Service that provides Urban Forestry analysis and benefits assessment tools. The i-Tree tools help communities of all sizes to strengthen their forest management and advocacy efforts by quantifying the structure of trees and forests, and the environmental services that trees provide.

The i-Tree suite calculates hard dollar values that trees provide to communities. Trees provide “ecological services” that save homeowners money, such as in heating and cooling costs, where large trees help shade houses in the summer, saving on air conditioning and electricity bills, and provide windbreaks during the winter, saving on heating and natural gas costs. They also provide CO2 uptake, reducing the effects of climate change, as well as air quality improvements by the absorption of urban pollutants. Trees also absorb stormwater, which reduces strain on stormwater infrastructure, and saves money in replacement costs. Finally, trees can contribute up to 15% of the total value of a property, so they have monetary aesthetic benefits as well.

Using the data from the tree inventory, several i-Tree reports have been prepared for the Village of Bartlett. Below you will find reports on the Net annual benefits of the tree population, replacement values, and breakdown of benefits per species. We performed both the i-Tree Streets analysis which looks primarily at energy savings, and an i-Tree Eco analysis which focuses more on ecological benefits such as Carbon Storage and Sequestration. The results of these analyses are below, and full tables and i-Tree Reports are appended.

i-Tree Streets Analysis Results

Bartlett						
Total Annual Benefits, Net Benefits, and Costs for Public Trees						
7/13/2022						
Benefits	Total (\$)	Standard Error	\$/tree	Standard Error	\$/capita	Standard Error
Energy	116,489	(N/A)	7.59	(N/A)	2.65	(N/A)
CO2	31,596	(N/A)	2.06	(N/A)	0.72	(N/A)
Air Quality	27,005	(N/A)	1.76	(N/A)	0.61	(N/A)
Stormwater	658,621	(N/A)	42.93	(N/A)	14.97	(N/A)
Aesthetic/Other	1,290,414	(N/A)	84.12	(N/A)	29.33	(N/A)
Total Benefits	2,124,125	(N/A)	138.47	(N/A)	48.28	(N/A)

Total Standing Value of Bartlett's Tree Population

\$12,862,324

(Per CTLA's 9th Guide to Plant Appraisal)

i-Tree Eco Analysis Results

- Number of trees: 15,339
- Tree Cover: 118.1 acres
- Most common species of trees: Honeylocust, Norway maple, Silver maple
- Percentage of trees less than 6" (15.2 cm) diameter: 34.0%
- Pollution Removal: 4.397 tons/year (\$35.2 thousand/year)
- Carbon Storage: 4.257 thousand tons (\$726 thousand)
- Carbon Sequestration: 116.2 tons (\$19.8 thousand/year)
- Oxygen Production: 309.7 tons/year
- Avoided Runoff: 302 thousand cubic feet/year (\$20.2 thousand/year)
- Building energy savings: N/A – data not collected
- Avoided carbon emissions: N/A – data not collected
- Replacement values: \$15.6 million

Total Standing Eco Value of Bartlett's Trees **\$16,326,000**

Total Annual Eco Value of Bartlett's Trees **\$2,235,849/year**

To summarize all of these values together, we have created the following summary table:

Annual Values	
Benefits to Residents	\$2,124,125/year
Benefits to Environment	\$111,724/year
SUBTOTAL (Each Year)	\$2,235,849/year
Standing Values	
As a Commodity	\$12,862,324
As an Ecological Resource	\$3,463,676
SUBTOTAL	\$16,326,000

As can be seen from the above tables, the tree population in the Village of Bartlett currently provides approximately \$2,235,849 in benefits every year, directly related to trees and their effect on homes, businesses, and the environment. It should be noted that the annual budget for all forestry activities recommended in this plan, projected for the calendar year 2043, will total approximately \$373,730 per year, so the benefits from the tree population are worth nearly 6 times what the cost put into them is. We will examine this further below. In addition, the total standing value as a commodity and an ecological resource of the whole tree population is \$16,326,000.

These benefits can be viewed as “income” to Bartlett’s residents, and so long as the trees are well maintained, they will continue to provide these benefits, and more. As trees grow, they also increase their benefits! For example, a 3” diameter tree provides less than \$50/year in benefits, whereas a 20” tree can provide up to \$500 per year. The goal is to increase benefits even more, where the tree population pays for itself and even yields “profits”!

The replacement value of trees was also calculated. Currently, the standing value of all trees in the Village of Bartlett population is \$12,862,324. This value is calculated using the industry standard reference, the 9th Edition *Guide to Tree and Landscape Appraisal*, which is published by the Council of Tree and Landscape Appraisers.

The i-Tree Eco data looks at the value of the trees in the absence of the effect of homes or businesses, and looks at trees more from an ecological perspective, mostly what the tree’s value is in sequestering and storing Carbon. These numbers are based on peer reviewed science in both Arboriculture as well as Climatology and other disciplines.

The goal of this Urban Forestry Management Plan is to create a tree population which maximizes all of these ecological services to Bartlett residents by increasing the number of trees in Village, and how long they live, while minimizing costs in order to create a healthy, well maintained, and vibrant tree population.

Below are several examples of Ecological Services provided by trees:

Energy Savings: During the summer when temperatures are warm, trees create shade, and temperatures are cooler in the shade. Cooler temperatures cause air conditioners to have to work less, which reduces the amount of energy a household uses. During the winter when temperatures are cold, winter winds cool your home quickly. Trees act as windbreaks, causing heating systems to use less natural gas, saving energy and money.

Carbon Dioxide (CO₂): The amount of CO₂ which is put into the atmosphere each year has a direct correlation with global climate change. That change causes more severe storms, greater drought conditions, and many other costly outcomes. Reducing CO₂ from our atmosphere lessens these effects. Trees uptake CO₂ and act as a carbon sink, putting carbon into long term storage in its woody tissues, removing it from our atmosphere, creating a net benefit to society, and saving money.

Air Quality: Industrial processes and vehicle emissions put pollutants into our air. These pollutants can cause or worsen health conditions such as heart disease, asthma, and lung disease. In addition,

these pollutants can mix with water in the atmosphere and create nitric and sulfuric acid, causing acid rain, which can destroy fisheries and contaminate water supplies. Trees absorb these compounds with their leaves and other tissues, and prevent them from remaining in the atmosphere. Reductions in these pollutants results in overall better health, reducing the cost of healthcare to society, and saving communities money.

Storm water: The cost of delivering fresh water to homes, as well as removing and treating wastewater and storm water is considerable. One of the greatest costs comes when these systems are overwhelmed, such as during flooding, which can cause millions of dollars of damage to homes and vehicles, or when these systems need to be replaced. Fortunately, trees take water from the soil and put it back into the atmosphere through the process of transpiration. Therefore, the more trees an organization has, the less flooding is an issue, and the less strain is put on storm water infrastructure, resulting in fewer repairs and replacements. In addition, tree canopy slows rainfall’s effects on flooding by “intercepting” it with leaves and branches, delaying how quickly rainfall can become floodwater. All of this adds up to savings for an organization.

Aesthetic/Economic: Up to 15% of the value of a property can be attributed to its trees and other landscaping. Tree lined streets are much more appealing to homebuyers than streets devoid of trees, resulting in increased home sales, and therefore increased tax revenue, or increased tax revenue with which to fund initiatives relating to trees, attract new businesses, etc.

Urban Tree Canopy Assessment

Based on data available from the US Forest Service and Morton Arboretum, the total Urban Tree Canopy of Bartlett can be determined. This is expressed as the percent of the Village covered by tree canopy from an aerial view. This assessment included 7 total land cover types, including trees, grass and shrub, bare soil, water, buildings, roads/railroads, and other paved surfaces. The result of this tree canopy assessment was that Bartlett contains 18.78% total tree canopy. The map of the canopy assessment appears on the next page.

Land Cover Type	% Cover
Grass/Shrub	56.68%
Tree Canopy	18.78%
Buildings	7.20%
Other Paved	6.56%
Roads/Railroads	6.52%
Water	3.24%
Bare Soil	1.02%

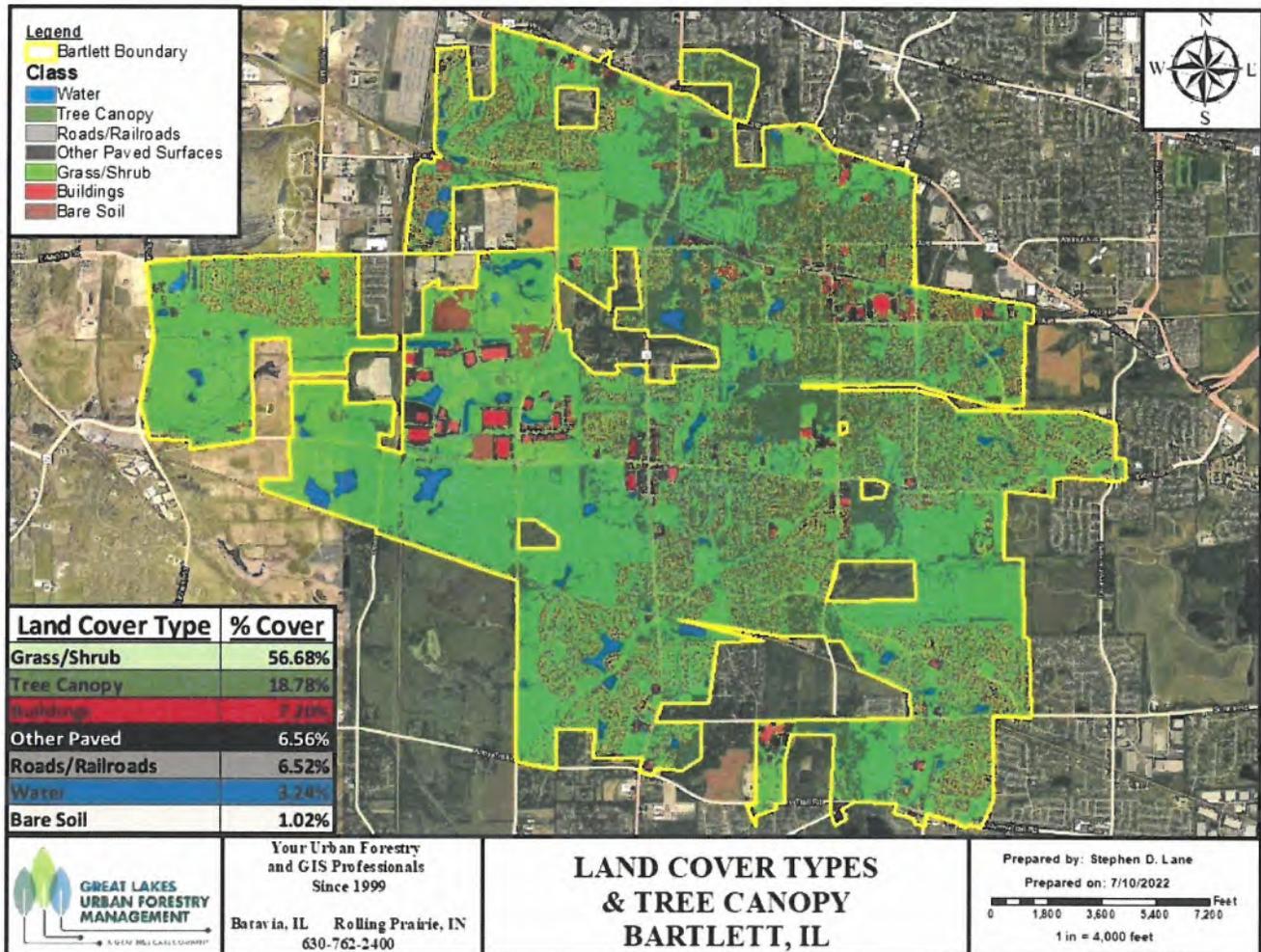
The tree inventory itself was only conducted on publicly owned land such as parkways and boulevards, etc. Detailed information on each tree is not included in this assessment, only total coverage. Aerial images were used to estimate how much tree and other land cover types were in the Village using a software which is similar to Google Earth or other aerial imagery viewers.

The goal is to increase the total tree canopy in Bartlett to 24% by 2043. This goal has been estimated by analyzing data from many different urban tree populations in the Chicago and Northwest Indiana regions, and is based on preliminary data from the Chicago Region Trees Initiative’s (CRTI) Forest Composition Workgroup.

VILLAGE OF BARTLETT URBAN FORESTRY MANAGEMENT PLAN

We believe this is an attainable goal over this time period. Bartlett as a whole has an overall moderate amount of tree canopy, and it is somewhat average compared to other similar communities of Northeastern Illinois. The goal set is a modest, but reasonable, increase, which will still yield beneficial results.

This will be accomplished through increasing the number of trees in the parks, municipal campuses, schools, and on the parkways. It will also be accomplished by maintaining the existing tree population in a proactive fashion, by enhancing the Urban Forestry program in Bartlett. This will ensure that existing trees will live longer as they are given appropriate care. Tree planting and maintenance will also be encouraged on private property, by encouraging residents and business owners to plant trees through public-private partnerships. Outreach and education will also be provided to residents through events such as Arbor Day and Earth Day celebrations. This goal will be monitored by using aerial imagery analysis like the analysis presented below. Every 10 years, the imagery will be assessed, and a new canopy cover percentage will be calculated for Bartlett.



The Future of the Urban Forest

In this section, a vision of what the tree population of Bartlett could become by 2043 was created, and compared with the current population. Using the existing data, and the diversity vision, we will then define exactly how Bartlett can move from where it is now to where it could be.

Change in Species Composition 2023 – 2043

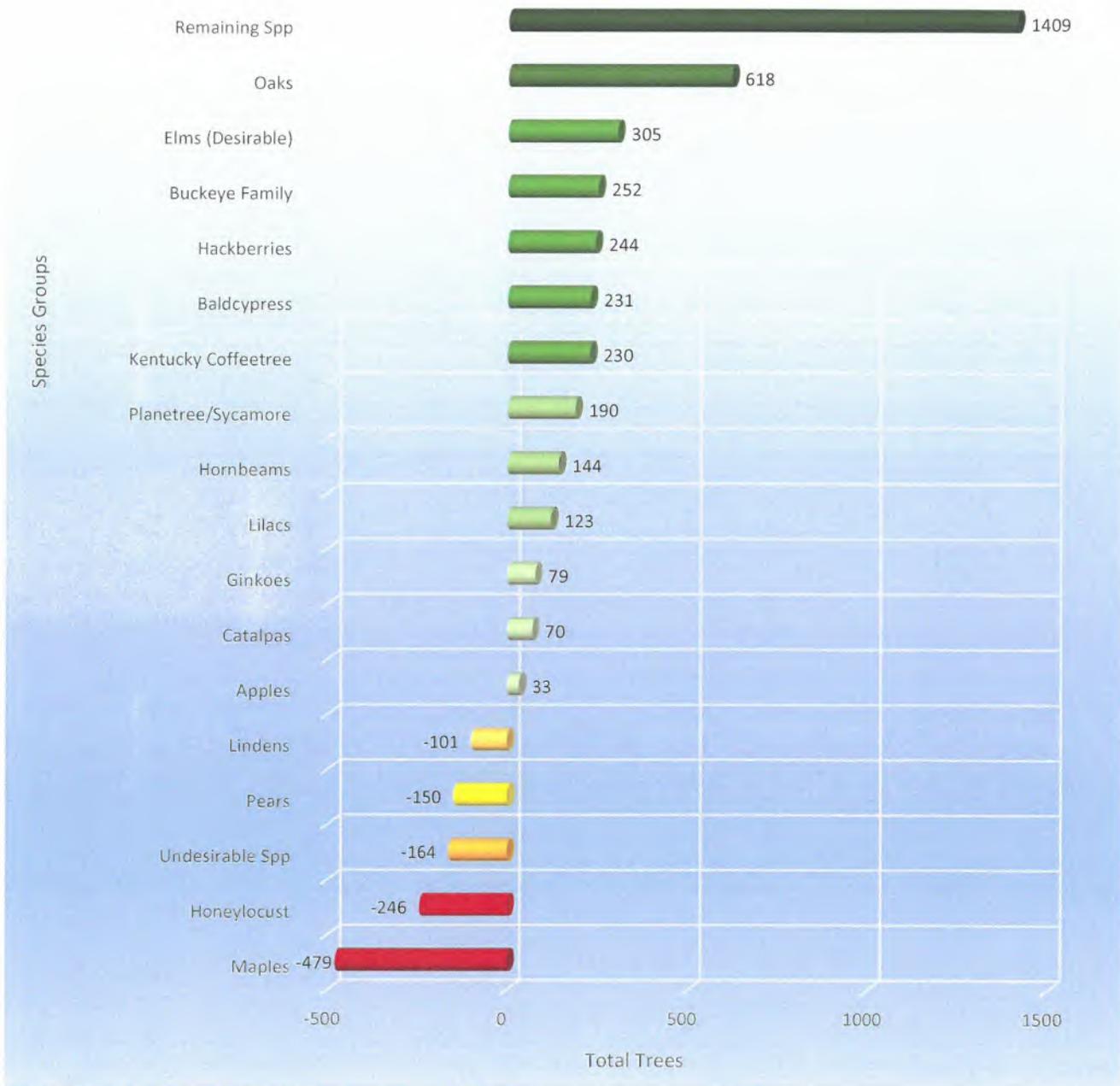
The full calculations for this change in diversity were performed by hand, not using automated software. Local knowledge of the trees, their conditions, what is growing well and what isn't were all used, and yielded this very customized forest composition change list. These goals are meant as general guideposts, and not absolutes. Be aware that this Plan, and the species composition goals, are meant to be adaptively managed over time, and as new information becomes available.

	Plant in Abundance
	Plant in Limited Quantities
	Maintain Existing Population
	Reduce Population Size

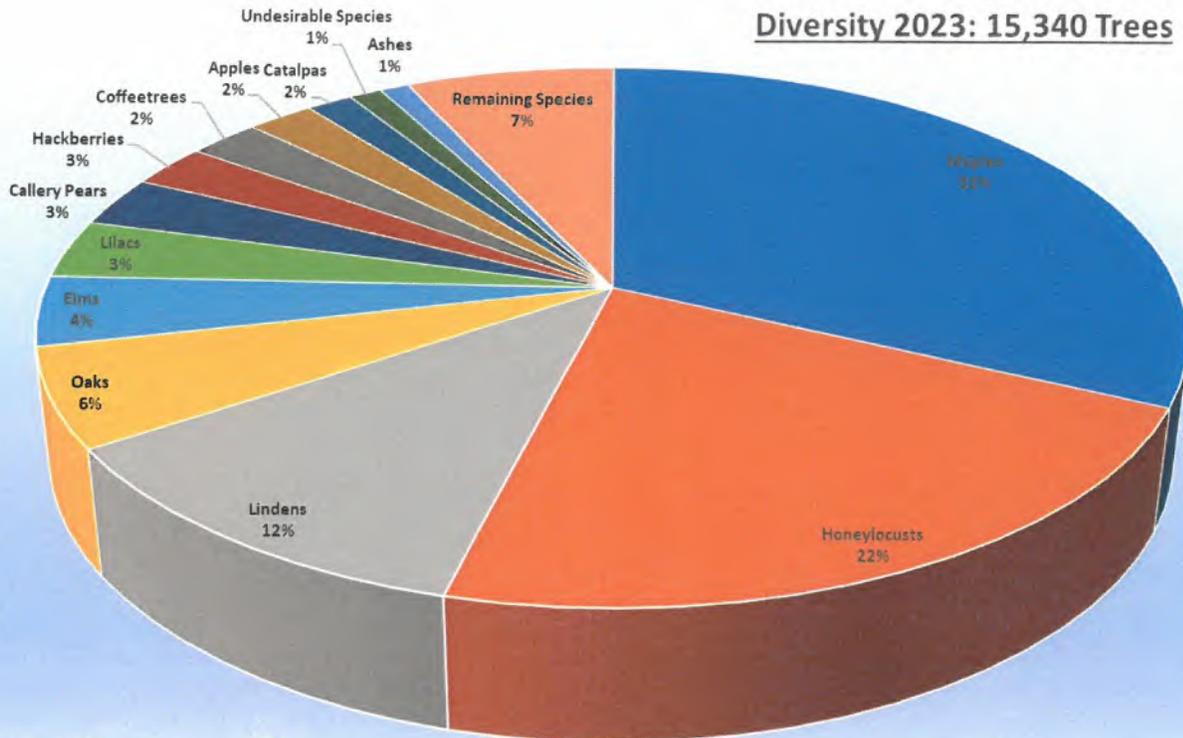
COMMON NAME	COUNT 2023	COUNT 2043	COMMON NAME	COUNT 2023	COUNT 2043	COMMON NAME	COUNT 2023	COUNT 2043
HONEYLOCUST	3371	3125	LINDEN-SILVER	22	90	LILAC-SHRUB	3	10
MAPLE-NORWAY	1961	1650	DOGWOOD-SPP	21	55	EASTERN REDCEDAR	3	30
MAPLE-AUTUMN BLAZE	1216	1275	SERVICEBERRY-SPP	21	150	MAPLE-BLACK	3	40
LINDEN-LITTLELEAF	969	830	BEECH-SPP	18	45	EUONYMUS	2	0
MAPLE-RED	869	700	OAK-WHITE	18	60	OTHER	2	0
LINDEN-AMERICAN	725	665	ZELKOVA	18	75	PINE-MUGO	2	0
ELM-HYBRID	615	850	HICKORY-SHAGBARK	16	35	AMUR CORKTREE	2	2
MAPLE-SILVER	571	325	HORNBEAM-AMERICAN	16	100	APRICOT	2	2
LILAC-TREE	527	600	SYCAMORE	15	25	ASH-EUROPEAN	2	2
PEAR-CALLERY	465	315	ELM-CHINESE	15	35	MAGNOLIA-TREE	2	2
HACKBERRY	395	600	DAWN REDWOOD	14	35	ASPEN	2	10
KENTUCKY COFFEETREE	370	600	BUCKEYE-OHIO	13	105	OAK-BEBB	2	10
OAK-SWAMP WHITE	365	495	PLUM-SPP	12	20	MAGNOLIA-STAR	2	10
APPLE-CRAB SPP	334	360	BIRCH-RIVER	12	100	BEECH-AMERICAN	2	20
CATALPA	240	310	ELM-SIBERIAN	11	0	BARBERRY SPP	1	0
MAPLE-SUGAR	164	180	PINE-AUSTRIAN	10	5	ELM-RED	1	0
OAK-RED	140	220	SPRUCE-SPP	10	5	POPLAR-WHITE	1	0
AMERICAN REDBUD	128	150	SPRUCE-NORWAY	10	5	YEW	1	0
OAK-BURR	126	175	ELM-AMERICAN	9	5	HARDY RUBBERTREE	1	10
GINKGO	121	200	MAGNOLIA-CUCUMBER	9	20	MAGNOLIA-SPP	1	10
LONDON PLANETREE	100	280	SWEETGUM	9	75	BIRCH-SPP	1	20
BLACK LOCUST	95	150	APPLE-EDIBLE	8	15	GOLDEN RAIN TREE	1	20
ASH-GREEN	92	30	ARBOR VITAE	8	20	SMOKETREE	1	20
OAK-PIN	92	100	OAK-SPP	8	30	DOUGLAS FIR	1	30
OAK-ENGLISH	92	140	PINE-WHITE	7	5	HAZELNUT-TREE	1	40
LINDEN-SPP	70	100	POPLAR-SPP	7	15	SUGARBERRY	1	40
BLACKGUM	68	150	OSAGE ORANGE	7	25	MAPLE-PAPERBARK	1	50
YELLOWWOOD	63	130	LILAC-PEKING	7	50	HICORY-PECAN	0	10
TULIPTREE	62	150	IRONWOOD	7	80	MAGNOLIA-SAUCER	0	10
ASH-WHITE	59	20	BUCKTHORN	6	0	PAGODATREE	0	10
HAWTHORN-SPP	56	100	MULBERRY-SPP	6	0	PERSIAN IRONWOOD	0	10
MAPLE-HEDGE	40	55	CHERRY-PURPLE LEAF	6	15	PERSIMMON	0	10
HORNBEAM-EUROPEAN	35	95	JUNIPER-COMMON	6	15	DOGWOOD-PAGODA	0	20
WALNUT-BLACK	32	15	MAPLE-JAPANESE	6	15	HICKORY-BITTERNUT	0	20
MAPLE-MIYABEI	31	75	BOXELDER	5	0	LARCH	0	20
OAK-SHINGLE	28	90	PINE-RED	5	5	WITCH HAZEL	0	20
MAPLE-SPP	27	50	BIRCH-WHITE	5	25	AMUR MAACKIA	0	30
OAK-CHINKAPIN	27	90	HAWTHORN-COCKSPUR	5	35	KATSURATREE	0	30
SPRUCE-BLUE	26	20	MAPLE-AMUR	4	0	ALDER-SPP	0	40
CHERRY-SPP	25	35	WILLOW-SPP	4	0	BUCKEYE-RED	0	50
HORSECHESNUT	25	85	ELM-SPP	4	15	BUCKEYE-YELLOW	0	50
COTTONWOOD	24	5	OAK-REGAL PRINCE	4	50	DOGWOOD-CORNELIAN	0	50
BALDCYPRESS	24	255	CHERRY-BLACK	3	0	OAK-HYBRID	0	60
			PINE-SCOTCH	3	5			

Change in Species Composition 2023 - 2043

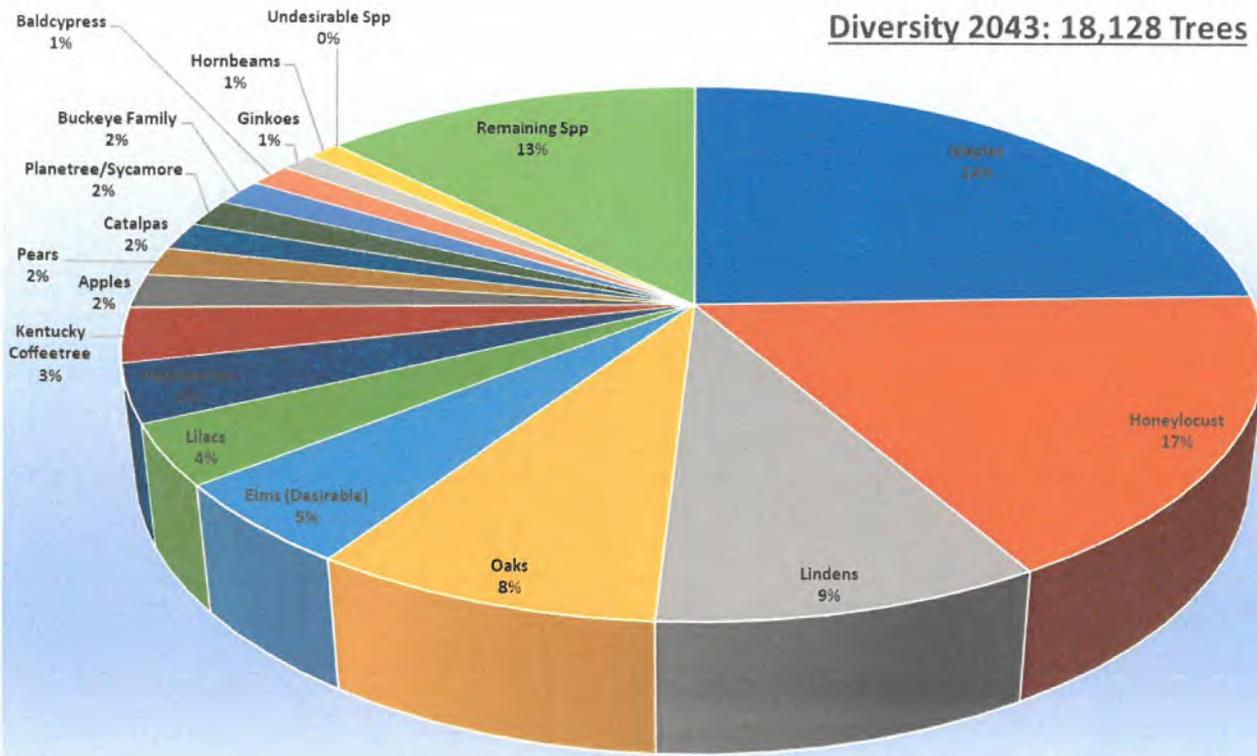
Diversity Change 2023-2043



Diversity 2023: 15,340 Trees



Diversity 2043: 18,128 Trees

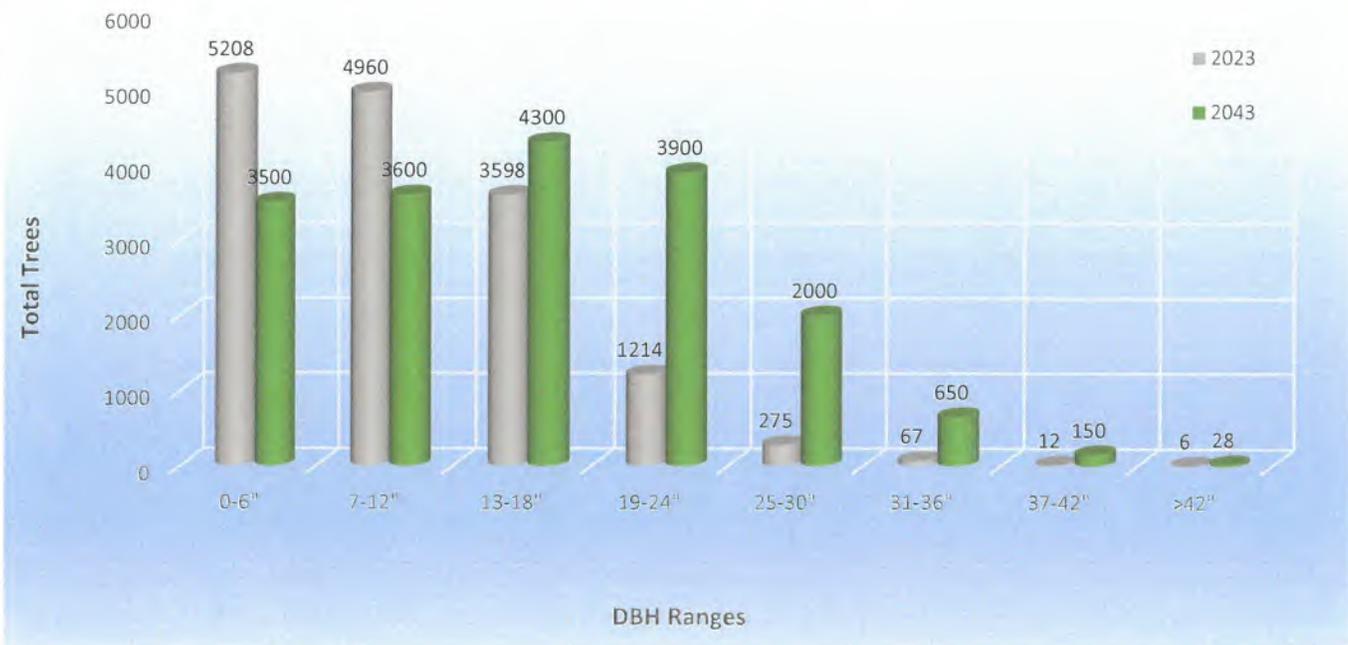


As can be seen from the above several pages of charts showing the change in species composition over the next 20 years, there will broadly be a move away from the overrepresented or low quality species discussed above, and a variety of different species, those which are underrepresented or not present in the tree population, will be planted. This will lead to an overall increase from 15,340 to approximately 18,100 trees total on the Village’s ROWs, as well as a change from the current total of 116 species to a total of 118 species. This will result in a more robust and resilient Urban Forest which is resistant to pest and pathogen outbreaks. It will also give Bartlett an opportunity to apply to certify the Village as an Arboretum through the Morton Arboretum’s ArbNet Certification program, which requires a minimum of 100 species.

The Benefits of Larger, Healthier Trees

Larger trees provide greater benefits to the community: They create more shade to offset cooling costs, absorb more storm water, create greater buffers against cool winter winds for heating costs, and absorb and sequester more carbon than smaller trees do. For the 2023-2043 vision of the tree population, a variety of methods were used to arrive a reasonable age-class distribution. We used the current population structure, and anticipated high rates of survival based on new planting practices which would involve a “right tree/right site” approach, as well as increased survivorship of existing trees due to better management and care practices. Predicted growth, survivorship, and eventual tree losses are based on current species composition and future plantings and removals. This allowed the creation of a vision of what the tree population, including species and size, will look like 20 years from now.

DBH Comparison: 2023-2043



It can be seen from the above chart that the existing tree population (grey bars) shows a predominantly younger tree population with gradual decreases in numbers of trees in the larger age class categories. The projected age class chart shows a slight decrease in the smaller age class categories over the course of this Plan as the trees currently in this category will mature to move the next range, and also projects more trees surviving into the older age classes, where they will provide the greatest benefits in terms of ecological services to the community. The table to the right shows this data in a tabular format.

	2023	2033	2043
0-6"	5208	3800	3500
7-12"	4960	4750	3600
13-18"	3598	4400	4300
19-24"	1214	2600	3900
25-30"	275	900	2000
31-36"	67	215	650
37-42"	12	50	150
>42"	6	10	28

This was based on the fact that enhanced levels of care for existing trees would enable them to survive longer. The graph and table show a general expectation of how the changes in tree diameters might change over the next 20 years based on the methods to be applied in this Urban Forestry Management Plan. The numbers themselves were projected by hand, based on our prior experience, and then methods detailed below. If these projections hold, Bartlett could see a 57% increase in annual benefits of \$1,293,921 up from \$2,235,849 to \$3,529,770. Standing values of the tree population could increase 69%, or \$11,358,557, from their current level of \$16,326,000 to approximately \$27,684,557.

For projections of future age classes of trees, a ½" per year growth rate was roughly estimated by assuming that it would take an average tree 10 years to go from one age class to the next (6" = appx 10 years growth). Also used were the number of trees to be planted and removed annually, as calculated below in the Tree Planting and Tree Removal sections. These numbers were arrived at based on all the above, as well as the best professional opinion of the Forestry Consultant. As time goes by, these projections will likely change. These are rough estimates for the purposes of this Plan.

The overall increase in size of the tree population and diameters of the individual trees will yield a much greater dollar figure when it comes to the ecological services provided, and provide residents with a greater sense of being in an arboretum-like setting when they are enjoying the urban forest.

Return on Investment

Return On Investment (ROI) for an individual tree is strongly favorable over the life of a tree in terms of investment in planting, care, and removal versus the ecological benefits the tree provides. As we strive to justify the expenditures on trees and tree care, it is important that organizations and their staff are aware of this.

On the following page, we have provided an ROI calculation sheet. This sheet breaks the tree’s lifetime down into three phases, based on the anticipated costs of pruning in the budgets sections below. These phases are the young (3-12" DBH), mature (13-24" DBH), and full grown (25-36") ranges shown below.

VILLAGE OF BARTLETT URBAN FORESTRY MANAGEMENT PLAN

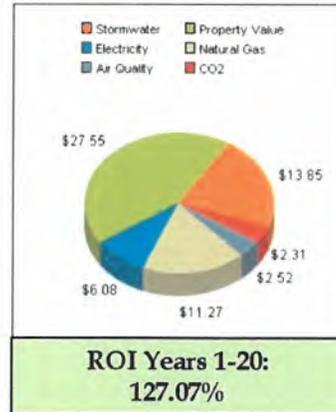
Data was taken from the i-Tree algorithm, and applied towards the average benefits provided by a tree at each of these life stages, and multiplies it out over the 20 year period each phase accounts for. We also looked at costs for planting, watering, routine maintenance, emergency maintenance, and eventual removal of that tree over 60 years. The results are pictured below, with the calculations below.

Return on Investment: Years 1-20 (3-12" Diameter)

Costs

Initial Purchase and Installation	\$300.00
Watering for 2 Years	\$100.00
Pruning - 4x @ \$40/prune	\$160.00
TOTAL INVESTMENT	\$560.00

Benefits	Avg/Year	Over 20 Years
Electricity	\$6.08	\$121.60
Natural Gas	\$11.27	\$225.40
Property Value	\$27.55	\$551.00
Stormwater	\$13.85	\$277.00
Air Quality	\$2.52	\$50.40
CO2 Reduction	\$2.31	\$46.20
TOTAL RETURN		\$1,271.60

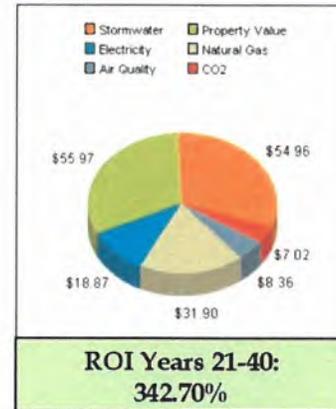


Return on Investment: Years 21-40 (13-24" Diameter)

Costs

Pruning - 4x @ \$75/prune	\$300.00
Emergency Maintenance (2x)	\$500.00
TOTAL INVESTMENT	\$800.00

Benefits	Avg/Year	Over 20 Years
Electricity	\$18.87	\$377.40
Natural Gas	\$31.90	\$638.00
Property Value	\$55.97	\$1,119.40
Stormwater	\$54.96	\$1,099.20
Air Quality	\$8.36	\$167.20
CO2 Reduction	\$7.02	\$140.40
TOTAL RETURN		\$3,541.60

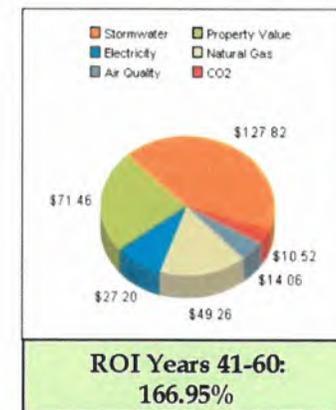


Return on Investment: Years 41-60 (25-36" Diameter)

Costs

Pruning - 4x @ \$150/prune	\$600.00
Emergency Maintenance (2x)	\$650.00
Eventual Cost of Removal	\$1,000.00
TOTAL INVESTMENT	\$2,250.00

Benefits	Avg/Year	Over 20 Years
Electricity	\$27.20	\$544.00
Natural Gas	\$49.26	\$985.20
Property Value	\$71.46	\$1,429.20
Stormwater	\$127.82	\$2,556.40
Air Quality	\$14.06	\$281.20
CO2 Reduction	\$10.52	\$210.40
TOTAL RETURN		\$6,006.40

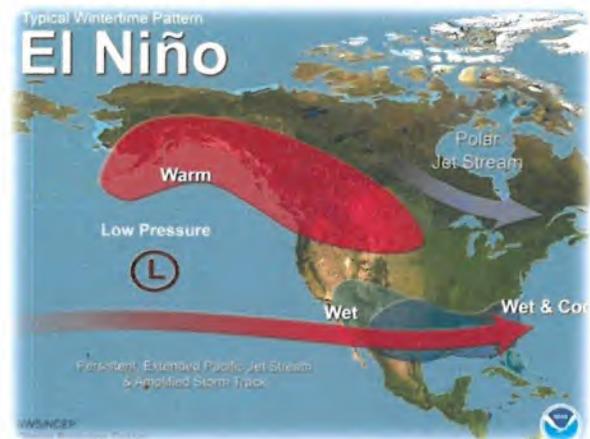


Total Investment	\$3,610.00
Total Return	\$10,819.60
Total ROI Over 60 Years	199.71%

Trees and Climate Change

According to the United States Environmental Protection Agency, National Oceanic and Atmospheric Administration, Metropolitan Mayors Caucus, and a variety of other national and international reputable scientific and humanities-oriented sources, climate change will cause significant suffering over the coming hundreds to thousands of years. Increases in carbon dioxide, methane, and other greenhouse gasses in the atmosphere trap heat from the sun and will create a generally warming climate. Though it should be said that “climate change” means more than just warming trends.

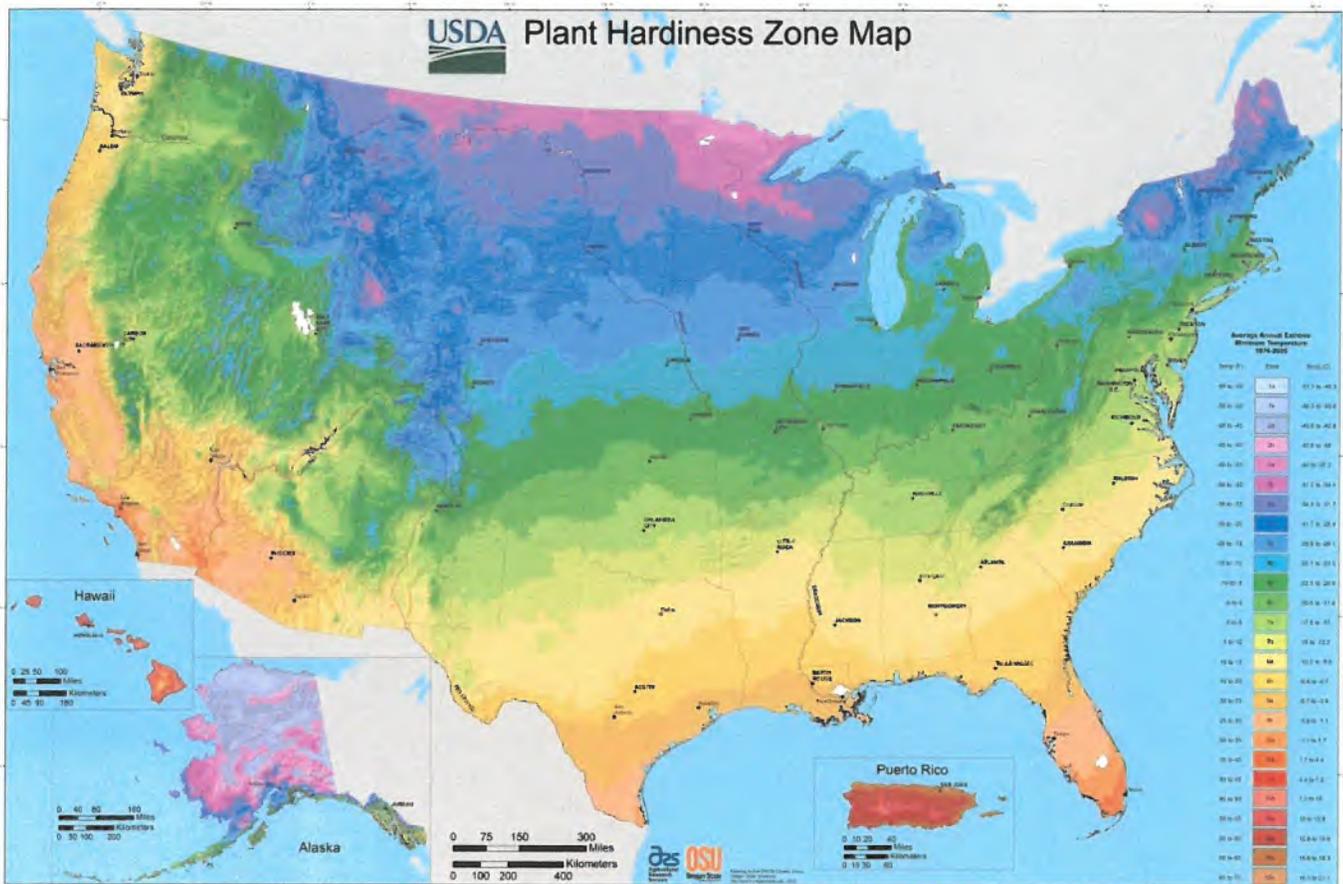
Though the general trend will be towards a warmer climate, the transition process will be very chaotic, and will be one of more “extremes”: hotter summers, colder winters, worse storm seasons, and the like will be the trend for quite some time before the full effects of a warming trend are realized. This is due to the immense complexity of the planet’s climate, and all of the “teleconnections” which exist. Teleconnections are effects on one part of the planet from a corresponding change in another part. The most “famous” of these is the “El Niño” phenomenon, where changing ocean temperatures near the Galapagos islands strongly influences the amount of rainfall or drought in all North America. But there are literally dozens of these known teleconnections across the globe, and changing climate impacts all of them.



All of the organizations involved with changing climate and the carbon dioxide inputs that drive it have the same message: planting more trees, particularly in areas predisposed to changes in climate, will aid in pulling CO₂ from the atmosphere and reducing the impact of climate change. So the number of trees we are planting is important, both on public as well as private land. But the types of trees we are planting matters as well. The US Forest Service is already starting programs of planting climate sensitive tree species outside of their historic natural ranges in anticipation of an overall warmer climate (<https://www.fs.usda.gov/ccrc/story/helping-forests-keep-pace-climate-change>).

When it comes to tree planting in anticipation of climate change for urban environments in our area, we need to be careful, however. While the general trend is towards warming, the “extremes” side of this makes for a difficult decision. While summers may be warmer and support trees which are adapted to warmer conditions overall, our winters will still reach down into the -30° F and even colder range for extended periods. And cold weather is the limiting factor for what can be planted in an area. See the USDA Hardiness Zone map on the following page for a more detailed explanation. It shows the **coldest** temperatures which can be expected in an area, not the **warmest** ones. So before we start planting trees in northern Illinois that are more native to southern Illinois, we must understand that we need to plan for the coldest temperature, not the warmest per se.

VILLAGE OF BARTLETT URBAN FORESTRY MANAGEMENT PLAN



All of that said, we should start planting trees now at least on a somewhat experimental basis that will be more tolerant of a warmer climate. Below are some suggestions of trees which the Village could plant which are just outside of our climate region, and may be successful over the coming 30 years or so, depending how effective we are at combatting climate change using other methods:

Southern Catalpa <i>(Catalpa bignoniodes)</i>	Southern Hackberry <i>(Celtis laevigata)</i>	Swamp Chestnut Oak <i>(Quercus michauxii)</i>	Cherrybark Oak <i>(Quercus pagoda)</i>
Water Hickory <i>(Carya aquatica)</i>	Pecan Hickory <i>(Carya illinoensis)</i>	Sourwood <i>(Oxydendrum arborea)</i>	Mimosa Tree <i>(Albizia julibrissin)</i>
Carolina Silverbell <i>(Halesia Carolina)</i>	Crape Myrtle spp <i>(Lagerstroemia spp)</i>	Flowering Dogwood <i>(Cornus florida)</i>	Sweetbay Magnolia <i>(Magnolia virginiana)</i>
Southern Magnolia <i>(Magnolia grandiflora)</i>	American Holly <i>(Ilex opaca)</i>	Oklahoma Redbud <i>(Cercis reniformis)</i>	Ornamental Cherries <i>(Prunus spp)</i>

All of these species grow in Illinois, just not in our part of the state, per se. And some are certainly more risky than others. Crape Myrtle for instance is barely tolerant of the climate in southern Illinois, while Southern Hackberry can already be planted here with reliable success. But nonetheless they are good species to keep on our radar for experimental plantings.

Positive Tree Benefits for the Environment

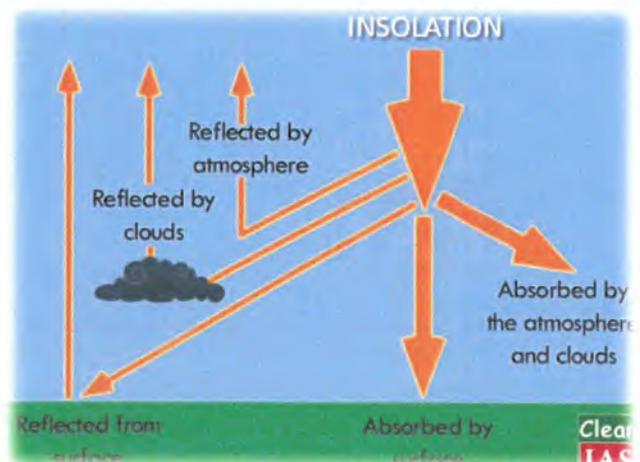
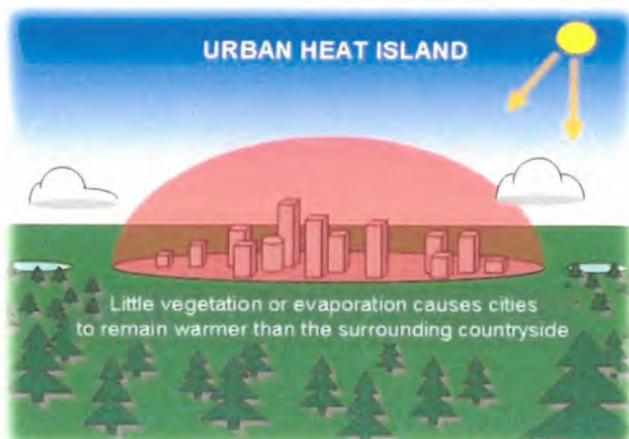
When it comes to trees and climate change, let's move on to some of the immensely positive benefits that trees provide. Here, we are focusing on 2 topics, those being the climate change and the urban heat island effect, as well as flooding prevention and stormwater benefits, since this was one of the primary focuses of this grant, and also some of the more important benefits trees provide.

Climate Change / Urban Heat Island Mitigation

First, let's define a few terms: **Climate Change** is change in the climate, both human-induced as well as naturally occurring, that disrupts what we perceive to be the normal operation of climate. It should be noted here that climate is different than weather. Weather is the day-to-day meteorology such as rain on Tuesday and sunny on Wednesday. Climate is what the long-term averages are for an area, such as average June temperatures in the mid 70's with 2-3 inches of rain. The term **Global Warming** has been misapplied many times when speaking about climate change. Yes, increases in carbon dioxide emissions lead in general to a warmer climate, which comes with very specific problems. But the climate change we are seeing currently is one of extremes: higher highs, lower lows, more severe storms, etc. The important part is that during this process of change, year to year weather becomes more unpredictable as the climate changes to generally a warmer one.

The **Urban Heat Island Effect** is a separate but related issue. Trees and other green plants contain chlorophyll, a naturally occurring compound which is custom built by nature for absorbing the sun's energy and converting it to sugars by photosynthesis. And what an energy the sun has. The amount of energy from the sun hitting the Earth at any given time is approximately 1,350 Watts per square meter, which is a LOT of energy to absorb. When an area has fewer plants, and a lot of asphalt and other dark surfaces, this produces a lot of heat.

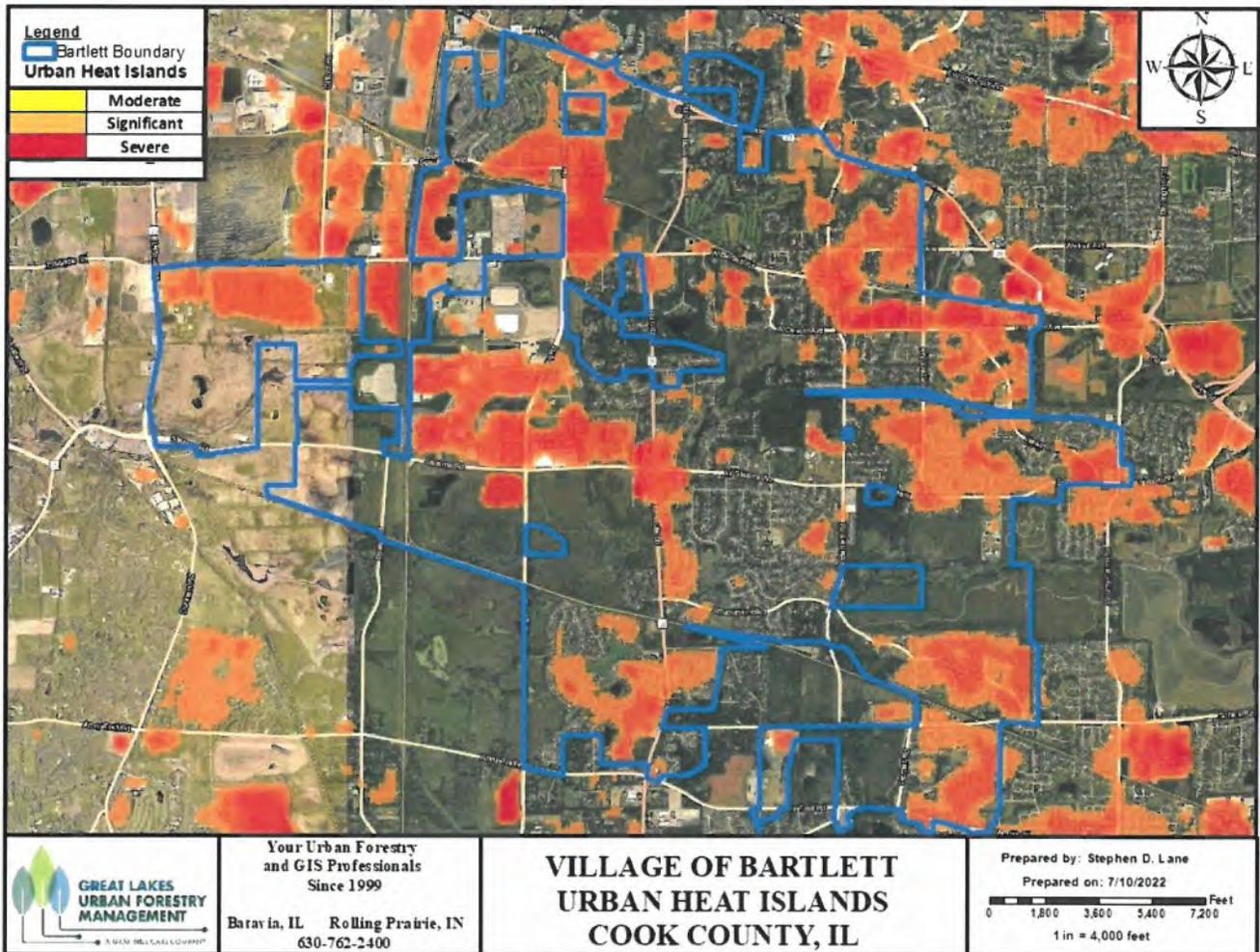
Think about it, if you wear a dark shirt when the sun is shining, you feel hotter than if you were wearing a white shirt. That is because different colors absorb things differently, and light colors reflect light while dark colors absorb it, and absorbing more light leads to more heat. So asphalt and other urban surfaces create local heating above normal atmospheric heating.



VILLAGE OF BARTLETT URBAN FORESTRY MANAGEMENT PLAN

All of this is of course just scratching the surface of a set of very complex issues. But essentially, when we have a generally warming climate, combined with this urban heat island effect, it can dramatically raise temperatures in urban areas, leading to a variety of issues. This is where trees become a major factor in making things better. Not only do they absorb carbon dioxide from the atmosphere, which helps to reduce the effects of climate change, but especially in urban areas, if we can plant trees over areas of asphalt and dark surfaces, this will keep the sun from hitting those surfaces, and instead direct the sun's energy to photosynthesis in the tree's leaves. The combined effects of these things will lead to reductions in warming.

For the Village of Bartlett, below is a map of the urban heat island areas. The darker red or orange areas represent greater heat island effects, but do not represent specific "degree based" deviations, and areas of no shading mean no deviation from long term averages:



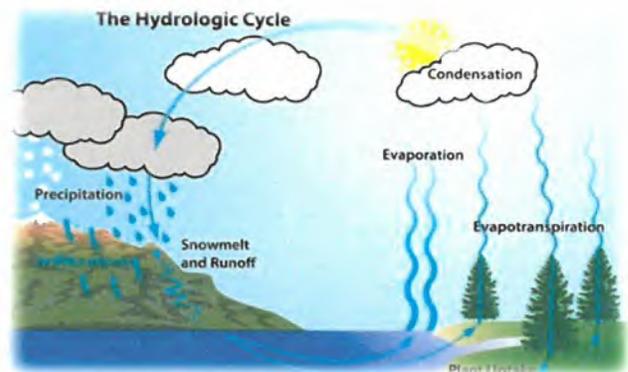
As can be seen from this map, the greatest heat island effects are along the transportation corridors, as well as the industrial areas where greenspace is lower overall. These are the areas where tree planting will create the greatest cooling effects.

Planting trees not just on Village owned property, but also encouraging residents and business owners to plant trees on their own property is a long-term goal of this management plan, and one of the big reasons is to offset the effects of climate change and the urban heat island effect. It should also be remembered that the climate is global, and there are no walls that separate cities, states, countries, etc. So, when one area warms, it has effects on the whole climate system. Conversely, when an area has more trees and vegetation planted, those benefits do not just stay confined to that area but benefit the whole planet. Trees are truly an example of acting locally and impacting globally.

Reduction in Flooding / Storm Effects

Once again, let's define a few terms here. First, the Earth has what is called a **Hydrologic Cycle**, which is pictured in a simple form to the right. All of the water that has ever existed on Earth was here when the Earth first formed around 5 billion years ago and has simply been recycled ever since then. Water stored in the oceans and lakes evaporates into the atmosphere where it forms clouds, and then rains down, either into the ocean to start again, or over land, where things get more complicated. When rain falls over land, several different things can happen to it that determine what happens next in the cycle.

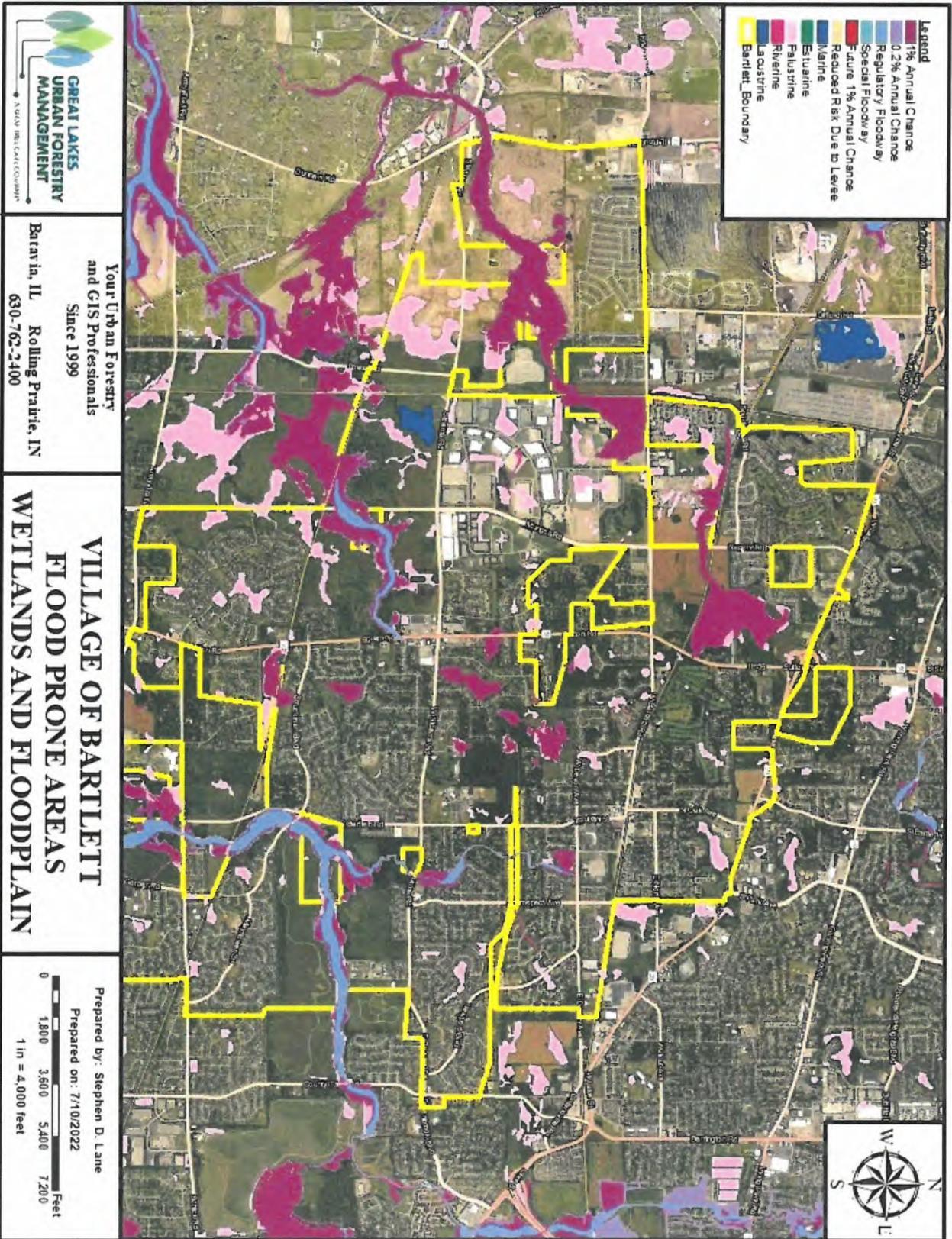
If the rain falls onto the soil surface, some of that water **percolates** into the soil where it moves as groundwater (water under the soil surface). However, when there is so much rain that the soil becomes saturated like a wet sponge that cannot hold any more water, then any additional rainfall becomes **runoff**, which "runs off" over the top of the land surface. This is what we traditionally call **floodwater**.



When an area floods, the consequences can be enormous in terms of economic impact and the impact to humans and wildlife. And there is another side of this story as well. Most communities have what is called **stormwater infrastructure** to handle this water. Storm drains are things we all see regularly which are meant to handle this water. But those systems are expensive to maintain, and the more water they handle, the more often they need repair or replacing. So what can we do to reduce this floodwater? Plant more trees.

Trees do something called **transpiration**, which effectively means that their roots soak up excess water in the soil, and they release it through their leaves back to the atmosphere. So the more trees we plant, the greater the reduction in flooding, and the less our stormwater infrastructure is taxed, and the less economic and social suffering there has to be as a result of flooding. On the following page is a map showing flood prone areas in Bartlett:

VILLAGE OF BARTLETT URBAN FORESTRY MANAGEMENT PLAN



What is important to note from the above map is not what the exact colors mean, just know that these colors all show either known wetlands, water bodies, or flood prone areas in Bartlett. Tree planting along any of these locations will help to transpire extra water out of the soil and prevent flooding from occurring. In particular, there are trees which are naturally adapted to growing in wetter soils, and these trees can really move a lot of water out of the ground, especially as they age. A mature tree can move as much as 6,500 gallons of water per year out of the system. Multiply that by thousands of trees, and you can see how quickly this adds up to a big difference.

(<https://www.epa.gov/sites/default/files/2015-11/documents/stormwater2streettrees.pdf>)

Tree planting efforts should take these flood prone areas into account, as well as the areas which appear to be drier and more drought prone where there is no shading on the map. And just like climate change is not confined to a single area, neither is stormwater and flooding. Whatever floodwater is not absorbed in one area moves downstream to another area. So by reducing runoff in Bartlett, it will help all downstream communities. And again, the more communities we can get to take action on this, the more flooding and runoff will be reduced.

Tree Removals

The first step towards attaining Bartlett's forestry goals will be to remove trees which are diseased, dying, or present a hazard. At present, there are 195 trees which have been called for removal in the inventory data. Many municipal inventories reveal between 1-2% of the tree population requiring some form of removal annually. With a current population of 15,340 and a projected growth to approximately 18,100 in 2043, it would be expected that there would be approximately 250 removals required each year.

In order to attain the goals set forth in the Diversity Standards, the background rate of tree removal should be outpaced by plantings. Going forward, reevaluation of the tree population on an annual or semiannual basis by the Village Forester will help to specify which trees require removal. These numbers are meant to be placeholders for budget calculations and diversity standards. This does not require that 250 trees be removed each year, this is simply a projection based on the existing inventory data and typical statistics.

For purposes of projection, costs have been estimated using a rate of \$25/diameter inch for tree removal and stump grinding, which is a conservative estimate based on current market pricing. Rates could certainly be found lower than this in a competitive bid process or using in-house labor. As is the case with all cost projections for this Plan, no cost increase is assumed for the first 10 years, and a 3% annual cost increase is assumed thereafter. This is also a conservative estimate based on the Consumer Price Index, and actual costs are likely to be lower than projected. In addition, for trees in year 10 and beyond, these are anticipated averages of trees to be removed. Exact numbers of trees to be removed may be more or less.

VILLAGE OF BARTLETT URBAN FORESTRY MANAGEMENT PLAN

	Milestones	2023	2024	2026	2028	2030	2033-2043
REMOVALS	Trees Removed	195	210	220	230	240	250
	Diameter Inches	1,676"	2,500"	2,650"	2,750"	2,900"	3,000"
	Notes	All Current Removals Identified in Inventory	Removals Found in Inventory Updates				
	Removal Cost (2023)	\$41,900	\$62,500	\$66,250	\$68,750	\$72,500	\$75,000
	Removal Cost (CPI)	\$41,900	\$62,500	\$66,250	\$68,750	\$72,500	\$80,625

Tree Removal Activities

Safe Removal of a Tree to an Appropriate Flush Cut

Tree removal can be dangerous, but when performed by professionals is very safe. Therefore, all tree removal activities on Bartlett’s public property shall be performed under the guidance of a Certified Arborist or Arborist Trainee. This may be the supervision of the Village Forester, or a staff Certified Arborist alongside a contractor. The safe removal of a tree involves the safe removal and lowering of all portions of the tree according to all relevant ANSI standards and Best Management Practices. The stump must be flush cut such that the highest portion of the cut is no greater than two inches from the highest part of the ground surface to prevent a tripping hazard on public property.

Stump Grinding

Within a reasonable amount of time following the removal, stumps and surface roots should be removed using an approved stump grinding machine, such that the stump is ground to a minimum depth of 6 inches, and no surface roots are visible. If the site is to be planted with a new tree, that depth should be increased to 12 inches below the soil surface. This will ensure that a new tree may be successfully planted, and that no re-sprouting will occur from the old stump. The depths to which the stump must be ground may be altered by the Village of Bartlett depending on needs for specific circumstances or contracts. Until such time as the planting space is fully restored, the stump hole should be filled and compacted to ground level using the debris resulting from the stump removal.

Planting Site Restoration

Once the tree has been safely removed and the stump has been ground out, the open planting space must be fully restored if a tree is not scheduled to be planted in or adjacent to the old hole. Site restoration consists of removing the stump chips from the hole, filling it with a quality mineral topsoil, tamping down to match the surrounding grade, and spreading grass seed over the top of the topsoil. This will ensure that grass grows back to restore the aesthetics and function of the parkway, and prevent tripping hazards from the removal scar.

Reasons for Tree Removal

Removal of trees on public spaces is an unavoidable reality of managing large tree populations. When the trunk, branches or roots fail, a standing tree can cause personal injury or property damage, and even small dead trees can be an eyesore and reduce property values. Old trees can hold great sentimental value, and many people become attached to them. However, there are times when their presence creates a public hazard, and it is at those times that action must be taken to ensure public safety. It's also important to remember that the removal of a tree today is the promise of a new tree for tomorrow!

Removal of trees on Village of Bartlett public property shall always be at the discretion of the Village Forester. Trees will never be removed without a sound reason from the Village Forester. Residents may request a tree to be removed for reasons NOT covered below, and these requests will be reviewed by the Village Forester. Removal requests may be granted and paid for under the annual forestry budget. However, trees with a greater need for removal based on public safety will always hold a higher priority. Under no circumstances will the Village of Bartlett be responsible for trees which are not in the right of way.

Dead or Dying

If a tree is biologically dead or nearly dead, it will require removal. Trees which are standing dead, have approximately 50% dead crown or greater, or have less than approximately 40% structurally sound wood in the cross-section of the trunk shall be removed as expediently as practical. These determinations shall be at the discretion of the Village Forester.

Diseased or Infested

Diseases are caused by viral, fungal, or bacterial pathogens. Infestations are caused by insects or other small animals. Dutch Elm Disease and Oak Wilt, for example, are fungal diseases that kill Elm and Oak trees when they are infected. Emerald Ash Borer is an insect which kills Ash trees by infesting them. The prompt removal of diseased or infested trees limits the exposure of other nearby trees. The removal of 1 tree may save dozens of others. Trees deemed to be diseased or infested by the Village Forester shall be removed as expediently as possible in order to slow the spread of such insects and diseases.

High or Extreme Risk

"Tree Risk" is the potential of a tree or tree part to impact a nearby person or piece of property and cause property damage or personal injury. This topic is of great interest in Arboriculture today, and insurance companies are becoming increasingly involved in the process of assessing and managing the risk posed by trees. Litigation involving trees is a perennial concern for public entities. All trees in Bartlett were assessed for a basic level of risk during the initial inventory, and a number of trees were found to be at elevated or substantial risk levels. If such risk can only be safely mitigated by tree removal, as opposed to pruning or other measures, then their timely removal is critical because of potential exposure of the public or property to potential harm.

The Village Forester, Forestry Consultant, or any other TRAQ Qualified Risk Assessor must assess the tree and prepare a Tree Risk Assessment Report which will document the details of the situation, prior to removal. Often, risk can be mitigated by removing a portion of the tree, or other corrective measures. If the entire tree is deemed to be at high or extreme risk of failure, however, the entire tree shall be removed as a means of reducing its residual risk to zero.

Emergency / Storm Damage Removals

A tree shall be removed if it has been severely damaged and/or compromised by lightning, wind, or other such weather event. "Storm-damaged" shall be generally defined as a tree which has lost 33% or more of its crown, has a large crack or other wound in the trunk, has a lean of greater than ten degrees from vertical, has sustained a lightning strike, or other such issues directly related to storm events. The Village Forester shall determine the need for removal of a tree in these cases, although in an emergency situation such as a tree impacting a person, vehicle, home, power lines, or other such emergency, the Village may perform any actions necessary to abate public hazards so long as they are in compliance with all relevant Arboricultural standards and practices.



Damage from Construction or Vehicle Strike

The Village Forester shall assess trees that have been impacted by a vehicle strike or piece of construction equipment. If the tree has suffered physical damage or extreme root compaction and is likely to decline and become high risk, it will be scheduled for removal in order to maintain public safety. That decision will be based on the best professional judgement of the Village Forester.

Reasonable Resident Request

If a tree has non-terminal pest or pathogen issues, moderately poor structure or is in somewhat poor condition, a resident may request the removal of the tree. Such requests will be reviewed by the Village Forester and evaluated on a case-by-case basis. If the tree shows significant potential to decline or pose a threat in the near term, the Village may agree to the removal within the next five years. Note that young and/or healthy trees will generally not be considered eligible for this program. Priority will always be given to trees in danger of threatening public safety.

Interference with Utility or Signage

A tree shall be removed if it is interfering with the function or visibility of official traffic control devices or has impacted above or belowground utilities in a manner that cannot be mitigated by pruning or other measures. In these cases, it is likely that no new tree will be planted in these sites.

Overplanted and Underperforming

No healthy tree shall be removed for the sole reason of having been overplanted. As a result of this UFMP, Bartlett will be enhancing their use of industry best management practices for diversity in the urban forest, with the goal of building a diverse urban forest. Overplanted species listed as being in poor condition will be reviewed to assess further decline or recovery. Those trees in noticeable decline shall be removed at the discretion of the Village Forester. This will be used as a preventative measure so that these trees do not continue to decline to a point where they become hazardous, and not used as a reason to remove an otherwise healthy tree.

Basic Village Tree Removal Requirements and Standards

All of the following requirements and standards shall be met during tree removal activities as matter of local policy. For a more detailed view of the specific ANSI and ISA standards, see Appendix I:

Village of Bartlett

1. All personnel directly involved with process of chainsaw operation, climbing, bucket truck operation, and rigging limbs shall be provided with sufficient training and experience to perform such duties while employed by the Village of Bartlett, as either Public Works and Forestry staff, or performing work as a contractor employed by the Village.
2. Only qualified utility arborists may perform tree removal operations within ten feet of an electric utility line. Village of Bartlett employees or contractors may complete the process of trunk removal and stump grinding only if the remaining portion of the tree is greater than ten feet from a transmission line.
3. The Village will not remove healthy trees in order to meet diversity goals, unless the tree poses a risk to persons or property.
4. The Village of Bartlett will not perform or assist, programmatically or financially, with the removal of trees on private property. Exceptions may be made in cases where public safety is threatened.

Tree Planting

Whereas tree removal is necessary to promote public safety, planting of new trees must happen in order to increase our diversity and canopy cover. At present, the Village of Bartlett has 3,048 open planting spaces on its parkways. As a means of attaining the goals of increasing canopy cover to 24%, increasing stocking density, and improving overall diversity, this plan calls for the consistent planting of trees by contractors over the coming 20 years. This plan has a direct goal of planting trees where they have the best chances to establish and thrive based on their specific sites and species requirements.

A key goal of this Plan will be that the planting program will replace trees identified as requiring removal and also to begin planting in open spaces on the Village’s parkways. This plan anticipates plantings to outpace removals by approximately 2 to 1.

For the costs of planting, \$350 per tree (installed) can be used. This is a conservative estimate based on retail costs, and the Village may be able to perform planting at a more favorable rate. We examine money saving proposals in further detail in the Additional Goals and Strategic Partnerships section.

PLANTINGS	Milestones	2023	2024	2026	2028	2030	2033-2043
	Trees Planted	250	300	350	400	450	500/year avg
	Planting Cost (2023)	\$87,500	\$105,000	\$122,500	\$140,000	\$157,500	\$175,000
	Planting Cost (CPI)	\$87,500	\$105,000	\$122,500	\$140,000	\$157,500	\$201,250

The Importance of Planning Your Tree Planting

Right Tree in the Right Site

Urban Forestry has an unfortunate history of not planning carefully for tree planting. Whatever was readily available, inexpensive, urban tolerant, and grew fast was seen as desirable, and often planning of tree plantings was left to developers or nurseries and plantsmen. With our history of invasive insects and diseases in the Midwest region, and knowing these will only get worse in the future, it is more crucial than ever that we have a process to plan our tree plantings.

This process should involve assessing each site to be planted in much the same way we would assess a tree, except that in this case, we look for factors such as available above and below ground growing space, how much light the tree receives, amount of soil moisture present, and possibly other factors such as soil pH and texture. Once this information is collected, planting sites can be matched with trees which are well suited to those sites. Matching the right tree to the right site like this will result in trees which establish faster, grow more vigorously, live longer, and provide far greater benefits. Even a simpler version of this process is better than nothing. When you have your species list for each site assembled, it makes bidding nurseries and plantsmen easier since you already have a plan in hand.

Playing an active role in your tree planting planning also allows for meeting diversity standards such as the taxonomic, spatial, and age class diversity principles outlined above and attempts to get the tree population into compliance with the “20-10-5 Rule”. With 3,048 planting sites to be assessed, tree planting planning can be phased off each year as the planting budget takes shape and diversity is evaluated. Being targeted about species selection also allows the use of species which are slightly more difficult to find appropriate sites for. We anticipate that over the timeline of this plan, that nearly all of these spaces will be planted.

The success of a tree depends on where and how it is planted. The Village Forester should assess planting sites before trees are purchased and installed each year, to ensure the correct tree is being planted for the correct site. Each tree planted represents a 25-75+ year commitment, and this planning helps to increase the benefits the community can reap from this commitment. A list of approved species to be planted for all land use types appears in Appendix A.

Nursery Stock Procurement

Nursery stock quality is yet another aspect of planning which can help a tree establish, survive, and thrive to provide great benefits to the community. The Village Forester should inspect and select every tree which is to be planted on Village property to minimize the possibility of installing lower quality nursery stock. Specifications should be for material no smaller than 1.75" caliper, with good form for the species, planted as either balled and burlapped or minimum 5-gallon containerized stock.

Currently, the industry is recovering from a nursery stock shortage due to high demand to replace Ash trees lost to Emerald Ash Borer, which impacted the availability of some species. We strongly recommend not to accept substitutions in the requested species lists, as many nurseries are still attempting to substitute overplanted trees for some of the higher diversity species which may still be difficult to obtain. It is recommended to have an approved substitution prepared for each requested tree species. A list of species and acceptable substitutes has been included in Appendix C.

Tree Transport and Planting

Proper transport and planting procedures determine a tree's success after planting. Even healthy trees from the field, if improperly transported, may dry out during transport, or have structural damage to root balls incurred. When it comes time to plant, trees planted too deeply will suffer from root compaction and trunk decay.



Trees planted without properly dug holes may suffer from stunting. Trees planted without proper removal of packaging materials may develop girdling roots. Trees planted too high may have surface root desiccation. Trees improperly staked or with improper trunk protection may suffer from trunk wounds or girdling of the entire trunk. The standards and Best Management Practices for tree transport and planting are detailed later in this section, as well as Appendix J.

Tree Spacing and Visibility Requirements



Minimum tree spacing between large, medium, or small sized deciduous shade trees should be appropriate for the species and conform to local standards. It is generally recommended that trees be spaced 30 to 40' apart, with some exceptions for open spaces or smaller trees. Other restrictions, such as proximity to driveways, street lights, hydrants, underground utilities, etc. may occur (See Appendix N). No tree should be planted within 30' of an intersection to ensure a proper visibility triangle (see image).

Final planting locations will be determined by the Village. This will allow trees to grow to

their full potential without heavy competition for water and nutrients with neighboring trees, and without limited space for crown growth.

Trees may be planted under aboveground powerlines, but must be from the “Small” selections listed in the Approved Species list in Appendix A. No evergreen species should be considered acceptable for street trees, as they obscure views of the road and may lead to accidents. Evergreens are acceptable for parks, schools, municipal campuses, and waterways.

Watering

Watering of newly planted trees is essential to their establishment, growth, and survival, particularly during the first 2 years of their lives. Since watering is not included in our budget figures, this responsibility falls on the property owners. When a tree site is selected for planting, a basic letter or informational pamphlet is provided to property owners describing how much water to give a tree, and when it should be given. Such simple information can make the difference between a tree dying from drought stress, a tree dying from overwatering, and a happy, healthy tree.

Challenges of Urban Plantings

Urban planting sites are a difficult environment for a tree to thrive in, and based on long term data, it is expected that 5-10% of new plantings fail each planting cycle. The Village’s contracts for tree planting should include a one to two-year replacement warranty for any new trees that fail to thrive in their new environment. Urban tree plantings can pose an uphill battle in many ways, due to limited soil volume, salt runoff, airborne pollutants, and other factors. New planting mortality is to be expected, despite best efforts to prevent such an outcome, but the planning measures outlined above will help to mitigate annual new planting mortality.

Tree Planting Requirements and Standards

Village of Bartlett

1. Planting sites shall be determined and monitored using the Village’s tree inventory, in conjunction with staff and/or Forestry Consultant input.
2. New planting sites should be 10 feet away from signage, driveways, intersections, and utility structures. If this distance cannot be maintained, the site should not be planted, even if a tree was removed from the same site.
3. Choice of species for planting should be done so according to the Village’s taxonomic, spatial, and age-class diversity goals. A diverse and resilient urban forest minimizes exposure to financial, environmental, and health risks while maximizing aesthetics, environmental benefits, and ecosystem services to its residents.
4. All planting stock shall be grown within 150 miles of the Village/planting site.
5. Acceptable nursery stock shall conform to the following standards:
 - A. Minimum of 2-inch caliper, measured at six inches from the trunk flare

- B. Root ball conforms to ANSI Z60.1 Standards for Nursery Stock
 - C. Less than 10% deadwood in the crown
 - D. Architecture consistent for the species, cultivar, or variety in question
 - E. No included bark or other such narrow branch attachments, unless consistent with species or variety
 - F. Free of pests or pathogens
 - G. Found on the approved species list for the Village of Bartlett, or approved by the Village Forester
6. Planting and digging of certain species shall only occur at certain times of year, in accordance with nursery industry best management practices and professional judgement. These times are subject to the professional opinions of both the Village of Bartlett and its approved contractors.
 7. Residents shall be permitted to plant trees on the Village-owned right-of-way, if purchased independently and conform to all species, spacing, and proper planting requirements as specified by the Village of Bartlett.
 8. JULIE, or another similar utility locating service shall be contacted, and all utilities located a minimum of three days before planting is scheduled to begin.
 9. It is recommended that a minimum of a one-year replacement guarantee be extended from approved nurseries and plantsmen for all new plantings rated to hardiness zone five or lower.

Tree Pruning

When maintaining a tree population for its greatest benefits and lowest risk, tree pruning is one of the most cost-effective maintenance activities which can be performed. Pruning provides several important services for a tree: it reduces the risk of failure, provides clearance for utilities or other structures, reduces wind resistance and wind damage, maintains overall tree health, and improves overall aesthetics.

For purposes of these projections, budgets are based on the current 8 zone cycle pruning program. For the current population of 15,340 trees, approximately 2,000 trees are pruned annually. As the population gradually starts to grow over the next 10 years, the Village should plan to progressively increase the number of trees each year to support the 8 year cycle pruning program. The Village may consider enhancing the cycle pruning program and moving moving to a 6 year pruning cycle which could considerably reduce reactive pruning due to storm damage or vehicle strikes due to inadequate street clearance. The UFMP, when reviewed and updated periodically, will reflect the current status of the cycle pruning program.

For cost estimates associated with these activities, several assumptions were made:

VILLAGE OF BARTLETT URBAN FORESTRY MANAGEMENT PLAN

First, because young trees (12" and less in diameter) are easy to prune, it is assumed that Village staff can prune all trees less than 12", and \$50 per tree was used as an estimate for this group, based on average cost in the industry at this time. For medium (12"-24") and large (24"+) trees, average figures of \$100 and \$150 per tree (respectively) were used, once again based on average cost in the industry (see tables below). Consistent with other budget tables, a 3% annual CPI increase was added for every year thereafter.

The budget estimates below fairly conservative, as is the case with all budget projections in this Plan.

PRUNING	Milestones	2023	2024	2026	2028	2030	2033-2043
	Trees Pruned	2000	2025	2050	2075	2200	2,250/year avg
	Notes	2,000 Cycle Prunes	2,025 Cycle Prunes	2,050 Cycle Prunes	2,075 Cycle Prunes	2,200 Cycle Prunes	Approximately 2,250 Cycle Prunes / year in perpetuity
	Cost (2023)	\$53,400	\$56,600	\$59,800	\$63,000	\$66,200	\$69,400
	Cost (CPI)	\$53,400	\$56,600	\$59,800	\$63,000	\$66,200	\$74,605

Provided below is a series of estimates based on the change in composition of the Urban Forest over time. As larger underperforming trees are removed and smaller trees planted in their place, the size breakdown of the Urban Forest will change. Given this expected change in the average size of trees, we have included several breakdowns below estimating costs as the composition of the Urban Forest changes. Please note these are estimates, and should be reviewed periodically to ensure accuracy.

2023 Cost Breakdown - Pruning 2,000 Trees/Year by 2023

	Total Trees	Avg %	Cost/Tree	Pruned/year	Cost/year
Evergreen	100	0.65%	\$20	7	\$ 130.21
Large (>24")	360	2.34%	\$150	23	\$ 3,515.63
Medium (13-24")	4800	31.25%	\$75	313	\$ 23,437.50
Small (1-12")	10100	65.76%	\$40	658	\$ 26,302.08
					\$ 53,385.42

2032 Cost Breakdown - Pruning 2,125 Trees/Year by 2033

	Total Trees	Avg %	Cost/Tree	Pruned/year	Cost/year
Evergreen	90	0.53%	\$20	6	\$ 116.47
Large (>24")	450	2.65%	\$150	29	\$ 4,367.65
Medium (13-24")	5460	32.12%	\$75	353	\$ 26,497.06
Small (1-12")	11000	64.71%	\$40	712	\$ 28,470.59
					\$ 59,451.76

2043 Cost Breakdown - Pruning 2,250 Trees/Year by 2043

	<u>Total Trees</u>	<u>Avg %</u>	<u>Cost/Tree</u>	<u>Pruned/year</u>	<u>Cost/year</u>
Evergreen	75	0.42%	\$20	5	\$ 104.17
Large (>24")	600	3.33%	\$150	42	\$ 6,250.00
Medium (13-24")	6125	34.03%	\$75	425	\$ 31,901.04
Small (1-12")	11200	62.22%	\$40	778	\$ 31,111.11
					\$ 69,366.32

Pruning Activities

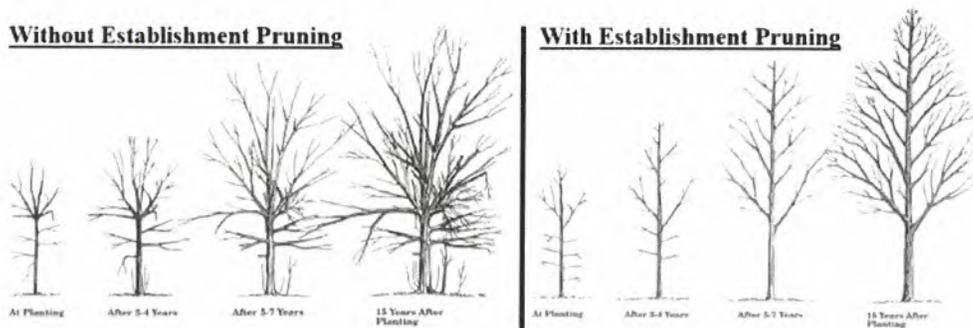
Maintenance and Improvement of a Cycle Pruning Program

With approximately 18,100 parkway trees total by 2043, this would mean that over an 8 year period, approximately 2,250 trees would require pruning each year. As noted above, the number of trees as well as their overall sizes will be changing over that time period, so adaptive management of the tree pruning program should be anticipated. We believe this is a realistic goal based on communications with Village staff.

Though tree pruning may seem expensive, the cost of maintaining trees is significantly less than the costs associated with trees damaging property or injuring residents. The benefits trees provide when healthy and well maintained can be prolonged and significantly increased, as shown in the projections above. A cycle pruning program is the hallmark of an effective forestry program, and it is important that Bartlett continue to budget for this essential expense.

Pruning of Young Trees

For the purposes of this Plan, a young tree is considered to be under 12" DBH. Young trees are still trying to acclimate to their sites. The pruning of young trees has different goals and outcomes than the pruning of larger, mature trees. Standard nursery stock has been meticulously pruned for four to ten years to have a single trunk, and the specific branching patterns which are considered common to the various tree species. Without proper establishment pruning, these trees might have multiple trunks, poor branch structure, and overall poor form and architecture. Pruning of young trees to establish proper form is one of the most cost-effective maintenance activities which can be performed. It is an inexpensive task that does not require a great time commitment, and saves thousands of dollars in pruning and maintenance costs later in the tree's life.



Pruning of Mature Trees

A mature tree, for the purposes of this Plan, is considered to be greater than 12" in diameter. Mature trees are established in and acclimated to their sites. The pressure these trees face from their environment generally comes from above-ground factors such as pests, pathogens, man-made structures, other trees, windstorms or lightning strikes, as well as some below ground factors like girdling roots, limited soil volume, or poor soil quality. Pruning is performed to mitigate the above-ground issues, as well as balance out any below ground issues when possible. Natural aging and limb dieback are additional reasons these trees are pruned.

Pruning of mature trees may mitigate a short-term risk, such as after a storm, or pruning may be done to maintain a tree's long-term health and structure. In the wild, trees lose limbs frequently. This is called self-pruning. Allowing trees to self-prune over time is not advisable in an urban setting. Safety factors may arise, and the process of self-pruning may bring up aesthetic issues in an urban environment. It is recommended that mature public trees be pruned by professional Certified Arborists, and done in accordance with industry Best Management Practices and accepted ISA and ANSI standards.

Private Property Trees

The Village of Bartlett shall not be responsible for the pruning of trees located on private property. The Village reserves the right to prune portions of trees overhanging public property, but is under no legal obligation to do so, and will perform such pruning at the discretion of the Village Forester.

Reasons for Pruning

Establishment Pruning

Establishment pruning of newly planted trees is the single most cost-saving measure in tree care, as it establishes good form and branch structure for the life of the tree. Establishment pruning should be performed a minimum of one time prior to the tree reaching six inches in diameter. Once established, the tree will only require periodic cycle pruning to maintain an appropriate form for the urban forest and to maintain health and keep the tree free of dead limbs.

Cycle Pruning

A Best Management Practice in Urban Forestry is that trees should be pruned on a cyclical basis as preventative maintenance. No tree should go more than seven years without proper pruning. Cycle pruning ensures that dead branches, storm damaged limbs, or unsightly growth are removed before becoming hazardous or bad for the health of the tree. Cyclical pruning also ensures the proper leaf to stem ratio, which provides structural support for the tree. It also ensures that pruning stays relatively inexpensive, as severe issues do not have time to develop. Cycle pruning is a maintenance activity which if performed regularly, actually needs to be performed less often!

Emergency / Storm Damage Pruning

Emergency pruning is nearly always necessary to mitigate severe risk after storm events, such as limbs which have fallen and are blocking traffic, have impacted a structure, are interfering with a utility, or are hanging and in imminent danger of doing any of the above. Emergency and Storm Damage Pruning should be conducted at the discretion of the Village, with the best interests of the public in mind. This is one of the few occasions on which the recommendations of this Plan may be temporarily suspended. When life or property are in imminent danger due to conditions associated with a downed tree or tree part, the Village may take whatever remedial action is practical and reasonable to mitigate such imminent risk.

Sanitation Pruning

When a tree has been diagnosed as having been diseased or infested with a pest or disease, sanitation pruning may be employed to maintain the tree while removing the diseased or infested portions. This technique is only effective when the host tree is infected/infested with certain pests and pathogens, and only in a localized area of the tree. With more widespread cases of disease or insect infestation, removal will be the most cost-effective and safest option to avoid endangering other nearby trees, as these pests and diseases tend to spread, particularly when there is more of the same species nearby.

Removal of High Risk Limbs

At times, a tree as a whole may not pose a high risk, but a single limb may have defects that make it hazardous. At these times, the removal of such limbs or parts may render the tree to be low risk again, without causing permanent damage to the tree.

Tree Pruning Requirements and Standards

Village of Bartlett

1. All activities directly related to the operation of a chainsaw, bucket truck, limb rigging, or tree climbing shall be performed by a qualified employee, or under the supervision of a certified arborist or arborist trainee.
2. No pruning or maintenance activity that takes place within ten feet of a power transmission line shall be accomplished by a Village of Bartlett employee unless certified as a qualified Utility Arborist.
3. As standard practice, no cabling, bracing, or other such support systems will be installed in Village-owned trees, either by the Village of Bartlett, its residents, or any contractors. Exceptions may be made at the discretion of the Village.
4. No heading, pollarding or espalier pruning shall be conducted on Village-owned trees, and no wound dressings shall be used under any circumstances, without a permit and prior written approval of the Village of Bartlett.

5. The need for pruning and maintenance of individual trees and parkways shall be at the discretion of the Village of Bartlett and its designated contractors.
6. No more than 25% of a tree's crown shall be removed during pruning operations to preserve the health of the tree. Any more than 25% of the crown being removed put the tree in danger of severe dieback, and removal should be considered at that point.

Other General Maintenance

Maintenance Activities

Retaining a Consultant

The task of establishing or enhancing a robust Urban Forestry program can be difficult! There may be many new challenges and learning curves, contracts to renegotiate, bid documents to create, resident concerns to manage, and other responsibilities which may require the assistance of a professional. Although the Village employs a full-time Certified Arborist, consideration might be given to contracting with a Forestry Consultant as well.

The Forestry Consultant may be involved in sourcing and interviewing contractors and vendors for tree pruning, removal, and planting operations, assisting in maintaining the tree inventory, training Village staff on tree health and risk assessments, assisting in explaining policies to homeowners, preparing contract and bid specifications, and teaching residents how to help the Village in caring for their trees. The importance of this early relationship cannot be overstated, no matter how large or small the organization.

Chemical Applications



Trees, like people, sometimes contract pests and pathogens. Often these pests and pathogens can be controlled with a simple chemical application just as illnesses in humans can be controlled with medication. This practice is called Plant Health Care. When financially practical, chemical control for common pests or pathogens may be utilized as a preventative or curative method, and increase the aesthetics and benefits of the tree population.

The Village, at its discretion, may opt to perform chemical treatments if it is environmentally and economically responsible. Additionally, residents of Bartlett may perform chemical applications on the parkway trees, such as treatment for Emerald Ash Borer, Dutch Elm Disease, Apple Scab, or other common disorders with prior permission from the Village. The Village will not bear any financial responsibility associated with the costs of such treatments, and treatments must be performed by a Certified Arborist who holds a valid Pesticide Applicators license.



Such an allowance would be strictly informational, to allow the Village to be aware of chemical treatments occurring on trees that it owns. Such work may be denied or revoked for utilizing unqualified contractors, potentially hazardous chemicals, or any other reason at the discretion of the Village. Additionally, trees being treated by residents may still be removed at the discretion of the Village for any of the reasons listed above.

Water Management

The importance of water in the establishment, growth, and survivorship of trees cannot be overstated. Most trees adapted to our climate zone (USDA Zone 5b) are also adapted to the amount of moisture we have in an average year. However, younger trees with less expansive root systems are susceptible to prolonged drought. Young trees need supplemental watering, which is an essential maintenance activity and can prevent newly planted tree mortality.

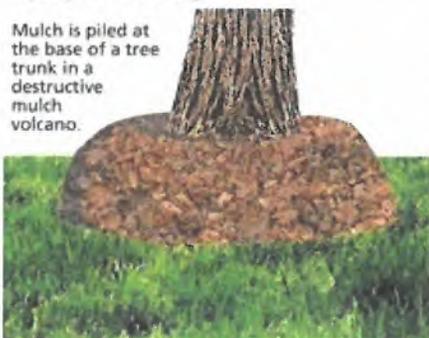
As we anticipate a significant number of additional trees being planted over the course of the next 20 years, this concept becomes very important. A general rule would be to expect to pay somewhere on the order of \$50/tree per year for the first 2 years of its life to water it several times throughout the first 2 growing seasons. For example, if the goal is planting 400 trees per year, there would be 800 trees requiring water at any given time, for a total cost of around \$40,000 each year, although these numbers can be highly variable. A watering program paid for by the Village, using contracted labor, is likely beyond the scope of current budgets, therefore the Village has opted to rely on well-informed residents to water trees. Upon receiving a newly planted tree on the parkway in front of their homes, residents are supplied with an informational pamphlet or letter which explains how often to water their new tree during the first 2-3 years.

Mulch

Proper application of mulch is a necessary and cost-effective maintenance activity. Mulch has many benefits, including reducing weed growth in the root zone, protecting the tree trunk and root flare from lawn maintenance equipment, allowing water to move into the soil, reducing evaporation and drought stress, and creating a naturally fertile soil environment. Turf grass typical of parkways competes for water and nutrients, and mulch reduces this competition.

Improper Mulching

Mulch is piled at the base of a tree trunk in a destructive mulch volcano.



Proper Mulching

When a tree is planted, mulch should be kept away from the trunk and lightly cover a ring of soil that feeds water to the root ball.



As the tree grows, the mulched area can be enlarged, but the trunk must remain uncovered.

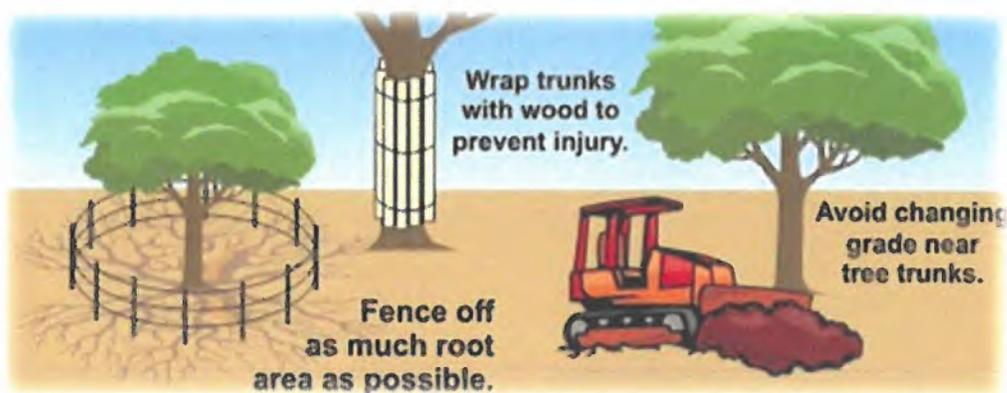
But not all mulching is beneficial. The practice known as “Volcano Mulching” is the practice of piling mulch against the trunk in excess of 3” deep. This causes moisture build up against the trunk, and can cause decay of the trunk tissue, and possibly death. Material such as crushed limestone, red volcanic rock, or rubber pellets can alter the soil chemistry in an undesirable way, and cause dieback or tree death.

Fortunately, mulch is a commodity most communities can get for free so long as they are pruning and removing parkway trees each year. A marshalling yard for wood chips is established at the Village’s Public Works facility. Public Works delivers unprocessed wood chips to residents on Fridays during the summer, as long as a stockpile of chips is available. A pile is also available to the general public at the water tower garage on Oneida Ave, however this site is planned for development and the program will be suspended temporarily. Future updates of this UFMP will clarify the metamorphosis of the Village’s wood chip program. A goal for the future might be to extend this free mulch benefit to planting and landscape contractors working on Village properties. Another goal might be to partner with a large scale mulch producer in order to make high quality mulch available for a cost to residents.

All newly planted trees should have mulch applied appropriately. A goal for Bartlett should be to mulch all trees 12” DBH and smaller, but for now, mulch for all newly planted trees, and preventing volcano mulching should be a primary concern.

Tree Preservation and Management During Construction

In many municipalities, ordinances exist to protect trees and shrubs from construction activities. The intent of these ordinances is to protect the benefits those trees and shrubs provide to the community. Trees and shrubs may be privately owned but are also community resources that provide benefits such as aesthetics, storm water benefits, energy savings, carbon sequestration and increased property values. Therefore, tree and shrub protection and preservation during construction represents an investment in the community! Ensuring the protection and preservation of these trees while minimizing burdens to businesses, developers, and residents is essential to a healthy urban forest.



Tree protection and preservation during periods of construction involves protecting trees from damage caused by construction activities. This damage includes physical and chemical damage to the trunk, branches, and roots. Damage may be caused by equipment such as backhoes, skid steers, or other appendage-type equipment. Effects of damage to the visible above ground portions of the tree can be obvious, as when branches are broken. But hidden effects such as root compaction or improper grading may not become evident for years until the tree begins to die back. The standards set forth below and in Appendix L are industry standards with a proven record of success.

Tree Preservation Requirements and Standards

Village of Bartlett

Tree Preservation Standards can be found in Bartlett's Municipal Code under title 10, chapter 11A, "Landscaping, Screening, and Tree Preservation", which is applicable to the development of property in the Village and regulates the private property portion of the community forest.

SAMPLE Parkway Tree Risk Assessment Policy

Trees provide ecosystem and aesthetic benefits, but all trees also pose some degree of risk. Determining the acceptable level of risk, along with effectively managing that risk, is a key priority for urban forestry operations. As a tree manager, the Village of Bartlett must always assume some degree of risk with regard to parkway trees. It is up to the Village to track that risk to ultimately decide how to take steps to mitigate trees which pose such risk in a manner which is responsible both economically as well as in the interest of public safety.

Levels of Risk Assessment - An Overview

These Risk Assessment Levels are based on the International Society of Arboriculture's (ISA) Tree Risk Assessment Qualification (TRAQ) protocols, as well as the ANSI A300 Part 9 (Tree Risk Assessment) Standards. The TRAQ forms can be found in Appendix H at the end of this report.

Level 1 Assessment

Also called a "limited visual assessment", whereby a tree has a basic analysis of obvious physical defects and condition. The assessor walks or drives by the tree, assesses it quickly for defects, evaluates the risk posed by the subject tree, and reports the results of the assessment to the tree owner. Often, prior to a recommendation, a more detailed (Level 2 or Level 3) assessment will be required to gather additional data.

Level 2 Assessment

A Level 2 Assessment, also called a "basic assessment", is a report detailing the information collected during a detailed visual inspection of the tree and the surrounding site. Such an inspection requires a 360 degree walk around, and may include the use of simple tools, such as binoculars, magnifying lenses, mallets, probes, and trowels or shovels. The goal is to get a more complete picture of the tree in its environment, as well as previous histories



of failures, and a root to branch evaluation of not only the tree but also potential “targets” which falling tree limbs may impact. Targets are things such as structures, people, vehicles, or other things which may be damaged or injured by trees.

Level 3 Assessment

A Level 3 Assessment, also called an “advanced assessment”, provides detailed information about specific tree parts, targets, and risk associated with each potential interaction. By definition, it requires specialized equipment known as “advanced tools”, such as bucket trucks, resistance drills, sonic tomographs, and other such equipment. This is the most detailed and time-intensive type of assessment, and is typically only performed when a decision to retain or remove a tree is very difficult, as would be the case for a high quality tree near a potential target that has significant defects, the extent of which are not known, but must become known before making a decision.

Considerations in Assessing Risk

The following are meant for the reader to gain additional insight into the TRAQ process. Once again, TRAQ inspections were not performed on Village trees during the inventory data collection, but this information will help the reader understand the terminology better, and help inform staff and residents as to how and why these inspections are performed.

Likelihood of Tree Part Failure

Like it sounds, this is a process of determining how likely a tree part is to fail, and then how likely that failure is to impact a target. Likelihood of failure is an assessment of the tree’s defects, and the load on those defects, like weight, gravity, ice, or wind. The parts impacted are generally the roots, root plate, trunk, branches, or potentially whole tree failure at multiple points.

Likelihood of Tree Failure Impacting a Target

Determining the likelihood of impacting a target is figuring out the occupancy rate, or the amount of time that targets (particularly people or high value property) are within the fall zone. A large tree in the middle of a field could fail with little impact, but that same tree in a playground might have serious consequences. In many roadways, motor traffic is present day and night. All of the Village’s inventoried 15,340 trees are in rights-of-way adjacent to roads. where failure of a tree not only impacts motorists, but it also has a potential effect on pedestrian traffic and utilities within right-of-way also.



Consequences of a Tree Failure Impacting a Target

The potential consequences of the tree failure impacting a target are a cumulative function of both the “value” of the target (person vs car) and the consequences to that target if the tree fails. Whereas the previous step was concerned with occupancy rates, this step looks at the consequences of the impact,

and assumes that the target is always present. To follow with the above example, it is assumed that if a parkway tree were to fail, that a car, utility line, and person are all underneath it at the time of failure, and the consequences to those targets is evaluated. Consequences are generally considered to be “minor” for targets that can be easily replaced or repaired, and step up through 4 levels with the highest level being “severe”, which would constitute severe injury to a person, or even a fatality (see below).

Weather

Every tree, no matter how healthy, can fail from wind, lightning strikes, ice loading or soil saturation. “Normal” weather can cause tree or tree part failures for trees which have existing defects, like deadwood, cavities, or poor architecture. Extreme weather events, by contrast, can cause the failure of perfectly healthy trees. For all Tree Risk Assessments, Risk should be assessed assuming “normal” weather conditions.

Though it should be noted that “normal” weather conditions for northeastern Illinois do include gusty winds, thunderstorms, snow, and even an occasional ice storm. It is the extremes of these events that should be considered abnormal.

SAMPLE Village of Bartlett Tree Risk Assessment Policy

The Village of Bartlett has created this sample policy to maintain an acceptable level of risk from its parkway tree population(s). In order to maintain a high level of public safety, while mitigating undue burden, the Village shall adopt the following risk assessment protocols:

1. The Village of Bartlett maintains a tree inventory detailing the species, size, and condition of all trees on Village Parkways, as well as a basic level of risk posed by each tree. This UFMP recommends that the trees listed as being in elevated risk categories during the initial inventory be audited on an ad hoc basis. During these audits, the Village Forester should inspect these trees and identify trees potentially posing an unacceptable level of risk. Such trees identified shall either be scheduled for a more detailed risk assessment (Level 2 or 3), or shall be mitigated, either by pruning, bracing, or removal, as soon as practical following the assessment.
2. During subsequent years, staff shall perform limited visual assessments on an ad hoc basis by driving by trees during the normal course of daily operations. Trees which may appear to present an elevated risk level shall be scheduled for a more detailed risk assessment (Level 2 or 3), or shall be mitigated, either by pruning, bracing, or removal, as soon as practical following the assessment.
3. Upon notification from a resident of a concern about a potentially high-risk Village tree, the Village Forester will perform a Level 1 limited visual inspection within a reasonable amount of time after notification by the resident. If a Level 2 or Level 3 Risk Assessment is required based on that inspection, it shall be performed as soon as practical. A decision shall be made by the Village Forester as to what the appropriate mitigation measures are, if any.

4. All trees determined to be in need of mitigating actions (removal, pruning, etc.) should be documented in writing by the Village Forester, using the Village’s tracking system. The documentation shall include the date the assessment was performed, the species, size, and condition of the tree, and a brief narrative detailing which parts of the tree are likely to fail, the likelihood of failure, the likelihood of impacting a target, the consequences of tree or tree part failure, and the overall tree risk rating, per the ISA’s TRAQ system of risk assessment. It is not necessary to complete a formal ISA Basic Risk Assessment form.
5. A minimum branch diameter of three (3) inches, by ocular estimate, shall be the standard to which this risk assessment policy applies. Assessing all branches smaller than three inches represents an undue burden to the Village.

TRAQ Tree Risk Assessment Matrices

Likelihood of Tree Failure Impacting Target

<u>Likelihood of Tree Failure</u>	<u>Likelihood of Impacting Target</u>			
	Very Low	Low	Medium	High
Imminent	Unlikely	Somewhat Likely	Likely	Very Likely
Probable	Unlikely	Unlikely	Somewhat Likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat Likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

Risk Rating Matrix

<u>Likelihood of Failure and Impact</u>	<u>Consequences</u>			
	Negligible	Minor	Significant	Severe
Very Likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat Likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Projected Costs to Maintain Parkway Tree Infrastructure

The sample budget numbers below, as mentioned several times through this Urban Forestry Management Plan, are conservative guidelines based on current industry rates for the services listed. Based on input from Village staff, these tasks and their associated costs represent the budget increases necessary to grow and maintain the Urban Forest of Bartlett, similar to other Village infrastructure improvements. This sample budget projection begins this year with a dollar amount that can be within their current annual budget for tree related expenses. From there, generally the budget increases slightly each year, and projects through 2043, at which time, including CPI, the budget will have increased approximately 90% from the current level of approximately \$195,300 in 2023 to approximately \$373,730 by 2032. **The following projected costs are designed to inform the budget needed to accomplish forestry goals outlined in this Plan. The Village is hereby not obligated to follow the budget detailed. As outlined in Bartlett’s Municipal Code, Annual Budget will be determined by the Village Board on an annual basis.**

REMOVALS	Milestones	2023	2024	2026	2028	2030	2033-2043
	Trees Removed	195	210	220	230	240	250
	Diameter Inches	1,676"	2,500"	2,650"	2,750"	2,900"	3,000"
	Notes	All Current Removals Identified in Inventory	Removals Found in Inventory Updates				
	Removal Cost (2023)	\$41,900	\$62,500	\$66,250	\$68,750	\$72,500	\$75,000
Removal Cost (CPI)	\$41,900	\$62,500	\$66,250	\$68,750	\$72,500	\$80,625	

PLANTINGS	Milestones	2023	2024	2026	2028	2030	2033-2043
	Trees Planted	250	300	350	400	450	500/year avg
	Planting Cost (2023)	\$87,500	\$105,000	\$122,500	\$140,000	\$157,500	\$175,000
	Planting Cost (CPI)	\$87,500	\$105,000	\$122,500	\$140,000	\$157,500	\$201,250

PRUNING	Milestones	2023	2024	2026	2028	2030	2033-2043
	Trees Pruned	2000	2025	2050	2075	2200	2,250/year avg
	Notes	2,000 Cycle Prunes	2,025 Cycle Prunes	2,050 Cycle Prunes	2,075 Cycle Prunes	2,200 Cycle Prunes	Approximately 2,250 Cycle Prunes / year in perpetuity
	Cost (2023)	\$53,400	\$56,600	\$59,800	\$63,000	\$66,200	\$69,400
	Cost (CPI)	\$53,400	\$56,600	\$59,800	\$63,000	\$66,200	\$74,605

INVENTORY MAINTENANCE/ RISK MANAGEMENT/ APPRAISALS	Milestones	2023	2024	2026	2028	2030	2033-2043
	Notes	2,000 Trees Inventoried/ Misc Assessments & Appraisals	2,025 Trees Inventoried/ Misc Assessments & Appraisals	2,050 Trees Inventoried/ Misc Assessments & Appraisals	2,075 Trees Inventoried/ Misc Assessments & Appraisals	2,200 Trees Inventoried/ Misc Assessments & Appraisals	2,250 Trees Inventoried/ Misc Assessments & Appraisals
	Cost (2023)	\$12,500	\$12,750	\$13,000	\$13,250	\$13,500	\$15,000
	Cost (CPI)	\$12,500	\$12,750	\$13,000	\$13,250	\$13,500	\$17,250

TOTALS	TOTALS - 2023 \$	\$195,300	\$236,850	\$261,550	\$285,000	\$309,700	\$334,400
	TOTALS - CPI 3%	\$195,300	\$236,850	\$261,550	\$285,000	\$309,700	\$373,730

Summary / Conclusion

By creating this Urban Forestry Management Plan, the Village of Bartlett has taken an important step in investing in their urban forest's future by creating both shorter and longer term goals that will serve as milestones. These are all goals which, as they are undertaken, will help strengthen the urban forestry program in Bartlett, maximizing the benefits that trees provide to the community and minimizing cost and risk. There are many local partners we have suggested, as well as many yet to be discovered, who can help along the way and actually can become promoters of the urban forestry program in Bartlett. The more public support and engagement this program receives, the better it will be equipped to tackle difficult situations in the future.

Certainly, none of this can be done without funding streams and innovative thinking along the way. As the basic budget and i-Tree reporting demonstrates, the return on investment for the forestry program in Bartlett is remarkable at nearly 6 times the projected budget costs invested. As we bring information like this to light, that the forestry program yields dividends and doesn't just cost money, the more people will become interested and engaged in promoting these efforts.

Great Lakes Urban Forestry Management thanks the Village of Bartlett, its residents, stakeholders, and the grant funding organizations which have made this endeavor possible. It has been a pleasure to work with the Village on this inventory update, and to update the Urban Forestry Management Plan. We look forward to continuing to assist the Village in their Urban Forestry endeavors.



Glossary of Terms

Aerial Device: Any piece of equipment expressly intended to elevate a human worker above the level at which they typically stand with their feet on the ground surface. Can include but is not limited to bucket trucks, scissor lifts, etc

Aggressive: A floral or faunal organism which is native (endemic) to the United States or northern Indiana, but which is known to outcompete other more desirable organisms

Arborist: An individual engaged in the profession of arboriculture who is educated, trained and licensed to provide for or supervise the management of trees and other woody plants

Arborist Trainee: Any person working under the direct supervision of an Arborist or Certified Arborist

Balled and Burlapped: A tree, shrub, or other plant prepared for transplanting by allowing the roots to remain covered by a ball of soil around which canvas or burlap is tied and secured with a basket.

Bare Root: Harvested plants from which the soil or growing medium has been removed

Best Management Practices (BMP): Methods or techniques found to be the most effective and practical means in achieving an objective while making the optimum use of resources.

Caliper: Standard nurseryman's measure of tree diameter (size). Caliper measurement of the trunk shall be taken six inches above the ground up to and including four-inch caliper size. If the caliper at six inches above the ground exceeds four inches, the caliper should be measured at 12 inches above the ground.

Certified Arborist: An individual who has sufficient experience in the field of Arboriculture, and has been certified by the International Society of Arboriculture as being a Certified Arborist

Border Trees: Trees whose trunks, when measured at DBH, are situated on both Public and private property

Branch Collar: The branch collar is the point where a branch joins the trunk or another branch. This is the area the arborist chooses to make a proper cut.

Climbing Line: Any rope or other such material explicitly intended for bearing the weight of a human being

Collected Plants: Trees or shrubs which have been sourced from private property for the intent of transplanting elsewhere

Compacted Soil: A high-density soil lacking structure and porosity, characterized by restricted water infiltration and percolation (drainage), and limited root penetration

Consumer Price Index: an index of the variation in prices paid by typical consumers for retail goods and other items

Containerized: A tree, shrub, or other plant prepared for transplanting, or grown in, a solid-walled container such as plastic pots or wooden boxes

Contracted Staff: People working for the Village as part of an independently owned and operated private company which performs work for the Village, but who are not directly employed by the Village

Controlling Authority: An agency, organization, or corporate entity with the legal authority and/or obligation to manage individual trees or tree populations

Crew Leader: Any personnel who has by direction or implication been chosen to lead a team of In-House or Contracted Staff

Crown: The upper part of a tree, measured from the lowest branch, including all branches and foliage

Critical Root Zone (CRZ): The minimum volume of roots necessary for a tree to have health and stability

Cycle Pruning: The process of routine maintenance pruning of trees, not related to storm damage or other hazard or emergency related pruning, that occurs on a set and predictable time scale set forth by the Village

Deadwood: Wood on a tree or shrub which is no longer biologically living and becomes brittle or prone to failure

Decline/Declining: Trees or shrubs which are experiencing symptoms of a general decline in health due to age, pest, or pathogen related issues

Desirable: A Tree or other plant whose characteristics are sought after due to ecology, aesthetics, or public safety

Diameter or DBH: Diameter at Breast Height. A standard forestry measure of tree diameter (size), measured at 4.5' above ground level on the uphill side of a tree using a Diameter Tape or Biltmore Stick

Digging Machine(s): Any piece of mechanical equipment whose express purpose is to remove soil and plants from their current locations

Diseased: The status of a tree which has been negatively impacted by a pathogen, bacterial, fungal, viral, or similar lower life forms

Drip Line: The soil surface delineated by the branch spread of a single plant or group of plants

Drought: A period of two weeks or greater, during which there is less than one inch of rainfall, when the average daytime temperature during that same period exceeds 75 degrees Fahrenheit.

Dutch Elm Disease: A fungal pathogen which causes the decline and death of specific species of Elm trees.

Dying: A tree which is in the process of biological death due to senescence, disease, infestation, or other such malady from which there is very little to no hope of long-term survival

EAB: Emerald Ash Borer. An invasive beetle pest which affects all Ash trees.

Establishment Pruning: The pruning of a young tree in order to establish proper form and branching habit.

Established Trees: Those trees which have been permanently planted for a period of no less than 6 months, and which have permanent roots established in the soil

Failure (tree failure): Breakage of stem or branches, or loss of mechanical support in the root system

Feeder Root: Any portion of the below ground portions of the tree whose purpose is to absorb water and nutrients

Floodplain: Land which has been determined to be periodically inundated with water from a nearby moving or static water body, such as a lake or river. Determined by the Federal Emergency Management Agency

Flush Cut: Either a pruning cut or final cut to remove a stump, for which the maximum acceptable distance from the ground or the branch bark ridge shall be no greater than 2 inches.

Full-Time: An employee who has regular employment through the Village and whose work hours exceed 36 hours in a week, and who is employed year-round.

Fungal: Any group of spore-producing organisms feeding on organic matter, including molds, yeast, mushrooms, and toadstools.

Grade: The level or pitch of a certain piece of land, as defined by the trees or shrubs which inhabit it

Hardscape: The nonliving or man-made fixtures of a planned outdoor area, such as sidewalks, retaining walls, street lamps, etc.

Hazard: A known and documented state of imperiling public safety

Healthy Tree: Any tree which is successfully adapting to its environment, and shows no signs of disease, pests, pathogens, or other such maladies, as determined by the Village or Forestry Consultant(s)

Host: An organism which is susceptible to a known pest or pathogen

Infested: The status of a tree which has been negatively impacted by pests

In-House Staff: Staff directly employed by the Village of Bartlett, on either a full-time or Part-Time Basis

Invasive: A floral or faunal organism which is not native (endemic) to the United States or northern Indiana

Job Site: Any geographic location where a person or persons will be performing activities related to the care and maintenance of Village of Bartlett property

J.U.L.I.E. (811): The Illinois underground utility locating service

Liner Nursery: A privately owned plant propagation facility which specializes in the growth of small trees which are intended to be planted for growth into a full form

Managed: A tree or shrub which is in an area of the Village which is routinely mowed and managed. Not a wild forest grown tree or shrub, or area containing such trees and shrubs

Manufacturer's Recommendations: Any expressly written instruction manual for a given piece of equipment that details how said equipment is supposed to be managed or maintained

Mineral Soil: Any substrate which is composed of a variety of rocks and minerals in various states of decomposition, leading to the development of a substance on which living plants may live

Mitigation: The process of diminishing risk

Monoculture: A population of trees in close proximity to one another which is comprised of 3 species or less of trees and shrubs which is prone to pest or pathogen outbreak

Natural Resources: Flora, fauna, and other such living and non-living parts of the environment which the Village of Bartlett maintains

Nursery Stock: Woody Perennials which are of a "Tree Form" growth habit and are supplied by a nursery contractor for planting. Not established trees.

Park District Property: Land which, by deed or title, belongs to the Village of Bartlett

Parkway Tree: Any woody plant within a Publicly Owned right-of-way, or any other property owned or managed by the Village of Bartlett

Part-Time: An employee who has regular employment through the Village and whose work hours are less than 36 hours in a week, and who is employed year-round.

Pathogen: A fungus, virus, or other such microscopic organism which causes decline or death of trees

Pest: An insect or other macrofaunal organism which causes decline or death of trees

Private Property: Land which, by deed or title, does not belong to the Village of Bartlett

Public Safety: The welfare and protection of the general public

Reforestation: The process by which trees are planted to replace trees which have been removed

Rigging Line: Any rope or other such material explicitly intended for bearing the weight of a tree limb. Not to be used for supporting a human being.

Right-of-Way (ROW): The publicly owned land on which a road, drainage ditch, trail, or other public access is built

Risk: A situation involving potential exposure to danger or endangering public safety

Root Protection Zone (RPZ): The area on the ground surrounding a tree in which excavation, compaction, and other construction-related activities should be avoided or mitigated

Saddle: A piece of equipment expressly intended to hold a human being above ground level with the assistance of a rope or other such device

Sanitation Pruning: The removal of tree limbs that have become diseased or infested, in order to prevent the spread of disease or infestation from spreading throughout the rest of the tree e.g., Dutch Elm Disease, Black Knot Fungus, etc.

Seasonal Employees: Those employees retained by the Village for less than 6 months out of the calendar or budget year

Shrub: Any woody perennial which has a multi-stemmed growth habit not consistent with being considered a tree. Can be subject to interpretation by Bartlett Staff.

Sound Wood: Structurally sound, non-decayed, non-compromised wood in the trunk or Scaffold Branches

Staff: Those employees retained by the Village on a full-time basis with benefits provided

Structural Root: Any portion of the below ground portions of the tree whose purpose is to stabilize the plant against the forces of wind and gravity

TRAQ: Tree Risk Assessment Qualification. The International Society of Arboriculture's formal status of an individual who is qualified to assess the risk that trees may bring to the general public

Tree Protection Zone (TPZ): The area surrounding a tree in which excavation and other construction-related activities should be avoided.

Tree Risk: The likelihood and consequences of failure of a tree or tree parts

Tree Risk Assessment: A systematic process used to identify, analyze, and evaluate tree risk

Underperforming: Trees which have systematic health and vigor issues resulting in poor health, architecture, or other such maladies as determined by Village staff

Undesirable: A tree which is not desired in the landscape due to ecological, aesthetic, or public safety reasons, as determined by Bartlett Staff.

Unmanaged: A tree or shrub which is in an area of the Village of Bartlett which is not routinely mowed and managed. A wild forest grown tree or shrub, or area containing such trees and shrubs.

Urban Wood: Any tree or other woody perennial material which has been harvested for the sole purpose of long term storage in the form of furniture, recreational material, etc. Differentiated from “Reclaimed Wood”

Utility Arborist: A person explicitly trained in the management of trees and other plants in relation to energized power lines. Someone who is licensed to work with conflicts between trees and such energized power lines.



Appendix A: Approved and Prohibited Species

Species not appearing on this list can be approved or disallowed by the Village Forester.

PROHIBITED	APPROVED SPECIES			
	Any Size	Large Trees	Medium Trees	Small Trees
AILANTHUS	BALDCYPRESS	ALDER	AMERICAN REDBUD	ARBORVITAE
AMUR CORKTREE	BEECH-AMERICAN	AMUR MAACKIA	APPLE-CRAB	DOUGLAS FIR
ASH-EUROPEAN	BEECH-EUROPEAN	BIRCH-RIVER	APPLE-EDIBLE	EASTERN REDCEDAR
ASH-GREEN	BUCKEYE-OHIO	BIRCH-WHITE	BUCKEYE-RED	FIR-CONCOLOR
ASH-WHITE	BUCKEYE-YELLOW	BLACKGUM	CHERRY-ORNAMENTAL	HEMLOCK-SPP
BOXELDER	CATALPA	ELM-CHINESE	DOGWOOD-SPP	JUNIPER-COMMON
BUCKTHORN	CHESTNUT-CHINESE	HARDY RUBBER TREE	HAWTHORN-COCKSPUR	PINE-AUSTRIAN
BURNING BUSH	DAWN REDWOOD	HAZELNUT-TURKISH	HAWTHORN-SPP	PINE-MUGO
CHERRY-BLACK/PIN	ELM-HYBRID	HORNBEAM-AMERICAN	HYDRANGEA-PEEGEE	PINE-WHITE
COTTONWOOD	GINKGO*	HORNBEAM-EUROPEAN	LILAC-SHRUB	SPRUCE-BLUE
ELM-AMERICAN	HACKBERRY	IRONWOOD	LILAC-TREE	SPRUCE-NORWAY
ELM-SIBERIAN	HICKORY-SPP	KATSURA	MAGNOLIA-SAUCE	SPRUCE-SPP
HONEYSUCKLE	HONEYLOCUST	MAPLE-HEDGE	MAPLE-AMUR	YEW
MAPLE-NORWAY	HORSECHESTNUT	MAPLE-MIYABEI	MAPLE-JAPANESE	
MAPLE-SILVER	KENTUCKY COFFEETREE*	MAPLE-PAPERBARK	PEACH/NECTARINE	
MULBERRY-SPP	LARCH	MAPLE-SHANTUNG	PLUM-SPP	
PEAR-CALLERY	LINDEN-AMERICAN	MAPLE-TRIFLORUM	ROSE OF SHARON	
POPLAR-SPP	LINDEN-LITTLELEAF	OAK-CHINKQUAPIN	SERVICEBERRY-SPP	
POPLAR-WHITE	LONDON PLANETREE	OAK-ENGLISH	SMOKETREE	
PRINCESS TREE	MAGNOLIA-CUCUMBER	OAK-SHINGLE	WITCH HAZEL	
RUSSIAN OLIVE	MAPLE-SUGAR	PERSIAN IRONWOOD		
WALNUT-ANY	OAK-BLACK	YELLOWWOOD		
WILLOW-SPP	OAK-BURR	GOLDEN RAIN TREE		
	OAK-PIN	MOUNTAIN ASH		
	OAK-RED	PEAR-EDIBLE		
	OAK-SWAMP WHITE	SASSAFRASS		
	OAK-WHITE	SEVENTH SON FLOWER		
	PAGODATREE			
	PERSIMMON			
	SWEETGUM			
	SYCAMORE			
	TULIPTREE			
	ZELKOVA			
		* - Male Only		

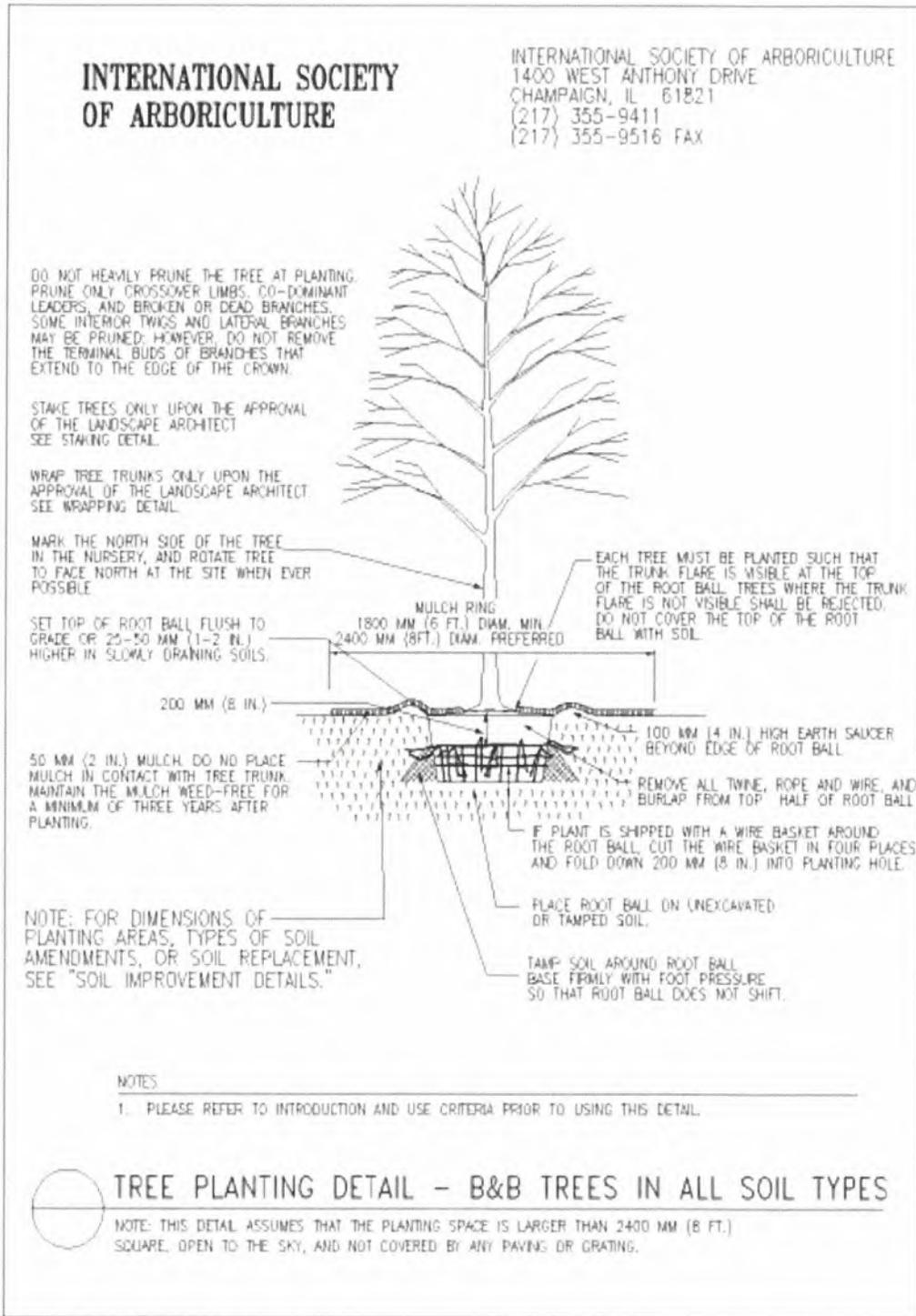
Appendix B: Additional Comments on Species

<u>SPECIES</u>	<u>COMMENTS</u>	<u>SPECIES</u>	<u>COMMENTS</u>
ALANTHUS	NOT APPROVED	LILAC-SHRUB	Parks Only
ALDER-SPP		LILAC-TREE	Improved varieties, tree form only
AMERICAN HORNBEAM		LINDEN-AMERICAN	
AMERICAN REDBUD		LINDEN-LITTLELEAF	
AMUR MAACKIA		LINDEN-SILVER	
APPLE-CRAB SPP	Apple Scab resistant varieties only	LINDEN-SPP	
APPLE-EDIBLE	Parks Only	LONDON PLANETREE	Prefer 'Exclamation!', 'Bloodgood' not allowed
APRICOT	NOT APPROVED	MAGNOLIA-CUCUMBER	
ARBOR VITAE	Parks only	MAGNOLIA-SAUCER	Scale resistant varieties only
ASH-BLUE	NOT APPROVED	MAGNOLIA-SHRUB	Star Magnolia or similar Magnolia pruned to tree form
ASH-GREEN	NOT APPROVED	MAPLE-AMUR	Parks only unless pruned to tree form
ASH-WHITE	NOT APPROVED	MAPLE-AUTUMN BLAZE	Or other similar Acer x freemannii
ASPEN	Improved varieties only	MAPLE-BLACK	
BALDCYPRESS	Prefer 'Shawnee Brave'	MAPLE-HEDGE	
BEECH-AMERICAN		MAPLE-JAPANESE	Small growing space only
BEECH-SPP	Prefer 'Tricolor' or 'Riversii'	MAPLE-MIYABEI	Prefer 'State Street'
BIRCH-RIVER	Prefer Single stem only	MAPLE-NORWAY	NOT APPROVED
BIRCH-SPP	Sweet Birch, Yellow Birch, or other newintroductions	MAPLE-PAPERBARK	
BIRCH-WHITE	Bronze Birch Borer resistant only, prefer 'Whitespire'	MAPLE-RED	Improved varieties only
BLACK LOCUST	Improved varieties only, prefer 'Purple Robe'	MAPLE-SILVER	NOT APPROVED
BLACKGUM		MAPLE-SUGAR	Prefer 'Green Mountain'
BOXELDER	NOT APPROVED	MOUNTAIN ASH	Improved varieties only
BUCKEYE-OHIO		MOUNTAIN ASH-EUROPEAN	Improved varieties only
BUCKEYE-RED	Prefer 'Ft. McNair' or Bottlebush	MULBERRY-SPP	NOT APPROVED
BUCKEYE-YELLOW		OAK-BURR	
BUCKTHORN	NOT APPROVED	OAK-CHESTNUT	
BURNING BUSH	NOT APPROVED	OAK-CHINKQUAPIN	
CAROLINA SILVERBELL	Protected sites only	OAK-ENGLISH	
CATALPA		OAK-PIN	
CHERRY-BLACK	NOT APPROVED	OAK-RED	
CHERRY-PURPLE LEAF		OAK-SWAMP WHITE	
CHERRY-SPP	Ornamental, Black Knot resistant varieties only	OAK-WHITE	
COTTONWOOD	NOT APPROVED	OTHER	Open for new introductions
DAWN REDWOOD		PAGODATREE	
DOGWOOD-SPP	Hardy varieties only	PEACH	Parks only
DOUGLAS FIR	Parks only	PEAR-CALLERY	NOT APPROVED
EASTERN REDCEDAR	Parks only	PEAR-EDIBLE	Parks Only
ELM-AMERICAN	NOT APPROVED	PERSIAN IRONWOOD	Medium growing space only
ELM-HYBRID	Hardy varieties only	PERSIMMON	American variety preferred (Diospyros virginiana)
ELM-RED	NOT APPROVED	PINE-AUSTRIAN	Parks Only
ELM-SIBERIAN	NOT APPROVED	PINE-SCOTCH	Parks only
ELM-SPP	New cultivar introductions	PINE-WHITE	Parks only
EUONYMUS	Eastern Wahoo ONLY no non-native varieties	PLUM-SPP	Parks Only
FIR-SPP	Parks only	PUSSYWILLOW	Parks only
FRINGETREE		ROSE OF SHARON	
GINKGO	Male only	SASSAFRAS	
GOLDEN RAINTREE		SERVICEBERRY-SPP	Prefer 'Autumn Brilliance'
HACKBERRY		SEVENTH SON FLOWER	
HARDY RUBBER TREE		SHRUB-SPP	Parks only, open for new introductions
HAWTHORN-SPP	Thornless varieties only	SMOKETREE	American variety preferred, small growing space only
HICKORY-BITTERNUT		SPRUCE-BLUE	Parks only
HICKORY-SHAGBARK		SPRUCE-NORWAY	Parks only
HONEYLOCUST	Prefer 'shademaster' or 'inermis'	SPRUCE-SPP	Parks only
HONEYSUCKLE	NOT APPROVED	SUMAC	Parks only
HORNBEAM-EUROPEAN		SWEETGUM	Prefer 'Happidaze'
HORSEHESTNUT		SYCAMORE	In natural areas only, London Planetree preferred
HYDRANGEA-PEEGEE		TULIPTREE	
IRONWOOD		VIBURNUM	Tree form only
JUNIPER-COMMON	Parks Only	WALNUT-BLACK	NOT APPROVED
KATSURA		WILLOW-SPP	NOT APPROVED
KENTUCKY COFFEETREE	Fruitless varieties only	YELLOWWOOD	
LARCH		YEW	Parks Only
		ZELKOVA	Prefer 'Green Vase'

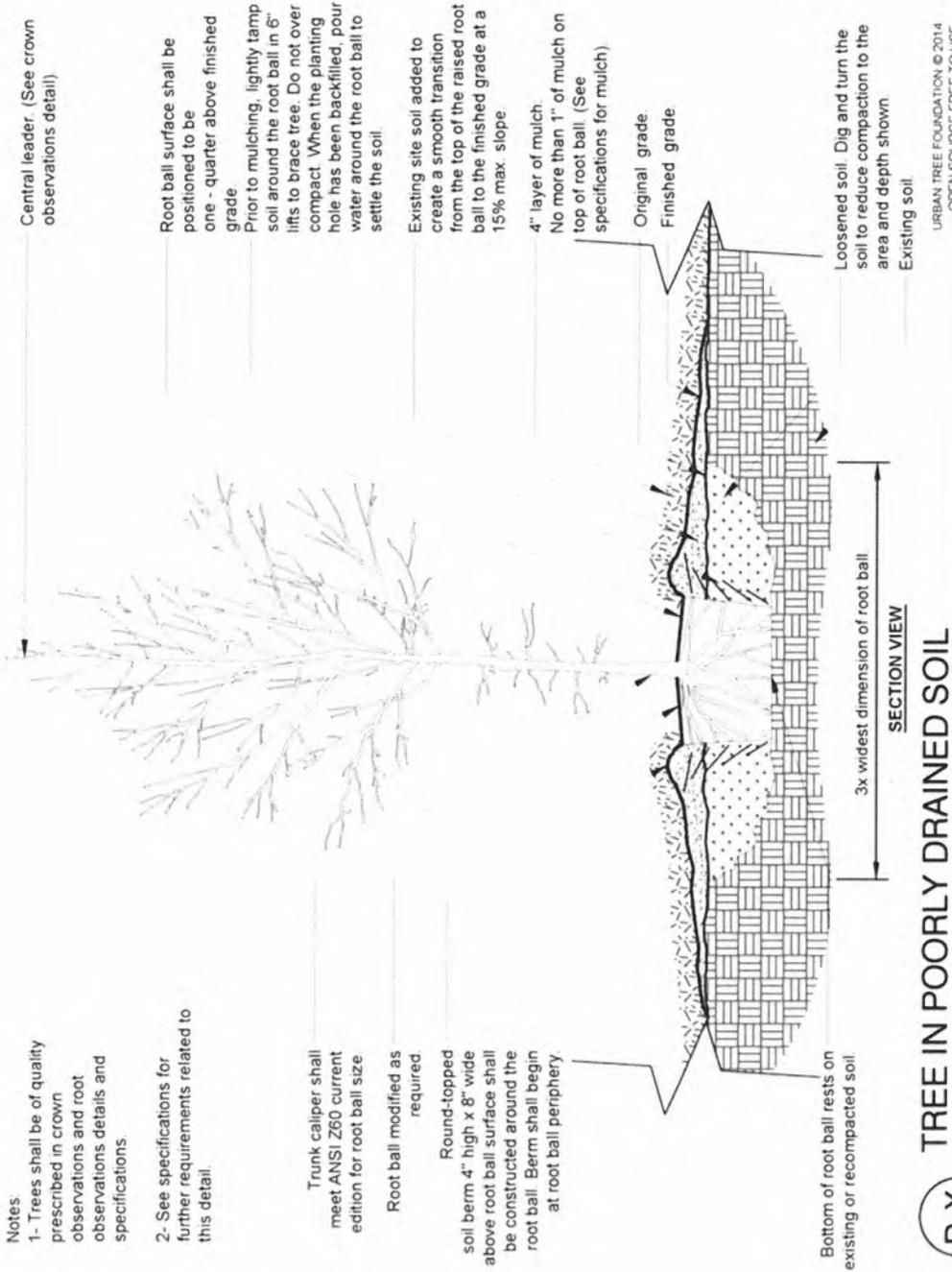
Appendix C: Species Substitutions

Species	Planting Time	Acceptable Substitutes
Alder, Black/Speckled	Spring	River Birch, Planetree
Amur Maackia	Spring	Yellowwood, Shingle Oak
Baldcypress	Spring	Larch, Dawn Redwood
Beech, European	Spring	Red Oak, Buckeye
Birch, River (Multi Stem)	Spring	Alder, Swamp White Oak
Birch, White	Spring	River Birch, Alder
Black Locust (Purple Robe)	Any	Honeylocust, Kentucky Coffeetree
Blackgum	Spring	Sweetgum, Dogwood
Buckeye, Ohio (Autumn Splendor)	Any	Horsechestnut, Catalpa
Buckeye, Red	Spring	Dogwood, Hawthorn
Buckeye, Yellow	Spring	Planetree, Sweetgum
Catalpa	Any	Kentucky Coffeetree, Tuliptree
Cherry, Sargent	Spring	Red Buckeye, Tree Lilac
Chestnut, Chinese	Spring	Turkish Hazelnut, Persimmon
Crabapple (Larger)	Any	Tree Lilac, Hawthorn
Dawn Redwood	Spring	Baldcypress, Larch
Dogwood, Cornelian	Spring	Tree Lilac, Hawthorn
Dogwood, Pagoda	Spring	Sargent Cherry, Smoketree
Douglas Fir	Spring	Concolor Fir, Spruce
Elm, Hybrid (Larger)	Any	Hackberry, Hardy Rubbertree
Fir, Concolor	Spring	Douglas Fir, Spruce
Ginkgo (Standard)	Any	Tuliptree, Catalpa
Golden Raintree	Spring	Katsura, Magnolia
Hackberry, Common	Any	Hybrid Elm, Hardy Rubbertree
Hardy Rubber Tree	Any	Tuliptree, Zelkova
Hawthorn, 'Inermis'	Any	Crab Apple, Dogwood
Hawthorn, Winterking	Any	Tree Lilac, Smoketree
Hazelnut, Turkish	Spring	Persimmon, Catalpa
Hickory, Bitternut	Spring	Oak spp, Beech spp
Hickory, Shagbark	Spring	Oak spp, Beech spp
Hornbeam, American	Spring	Ironwood, Hawthorn
Hornbeam, European (Columnar)	Spring	English Oak (columnar)
Horsechestnut (Baumani)	Any	Buckeye, Catalpa
Ironwood	Spring	American Hornbeam, Hawthorn
Katsura	Spring	Magnolia, Seventh Son Flower
Kentucky Coffeetree	Any	Honeylocust, Black Locust
Larch	Spring	Baldcypress, Dawn Redwood
Lilac, Japanese Ivory Silk	Any	Hawthorn, Sargent Cherry
Linden, Greenspire	Any	Kentucky Coffeetree, Hybrid Elm
Linden, Redmond	Any	Catalpa, Hackberry
Locust, Skyline	Any	Kentucky Coffeetree, Black Locust
London Planetree	Spring	Sweetgum, Blackgum
Magnolia, Cucumber	Spring	Yellow Buckeye, Catalpa
Magnolia, Saucer	Spring	Persian Ironwood, Katsura
Magnolia, Star	Spring	Sargent Cherry, Smoketree
Maple, Autumn Blaze	Any	Black Maple, Shantung Maple
Maple, Black	Any	Shantung Maple, Autumn Blaze
Maple, Paperbark	Spring	Tnflorum Maple, Tree Lilac
Maple, Shantung	Any	Sugar Maple, Miyabei Maple
Maple, Sugar	Any	Autumn Blaze, Shantung Maple
Maple, Triflorum	Spring	Paperbark Maple, Tree Lilac
Mountain Ash	Spring	Black Locust, Hawthorn
Oak, Burr	Spring	Shingle Oak, Swamp White Oak
Oak, English (Columnar)	Any	European Hornbeam
Oak, English (Standard)	Any	White Oak, Burr Oak
Oak, Red	Spring	Black Oak, Chinquapin Oak
Oak, Shingle	Spring	Chinquapin Oak, English Oak
Oak, Swamp White	Spring	London Planetree, Burr Oak
Oak, White	Spring	Burr Oak, English Oak
Oak, Chinquapin	Spring	Shingle Oak, Red Oak
Persian Ironwood	Spring	Seventh Son Flower, Katsura
Persimmon	Spring	Turkish Hazelnut, Zelkova
Pine, Umber	Spring	Spruce, Concolor Fir
Pine, Red	Spring	Douglas Fir, Eastern Redcedar
Poplar, Hybrid	Any	London Planetree, Baldcypress
Redbud	Any	Serviceberry, Hawthorn
Redcedar, Eastern	Spring	Spruce, Douglas Fir
Serviceberry	Any	Redbud, Tree Lilac
Seventh Son Flower	Spring	Persian Ironwood, Katsura
Smoketree	Spring	Magnolia, Seventh Son Flower
Sourwood	Spring	Blackgum, Sweetgum
Spruce, Black Hills	Spring	Eastern Redcedar, Concolor Fir
Spruce, Blue	Spring	Eastern Redcedar, Douglas Fir
Spruce, Norway	Spring	Eastern Redcedar, Concolor Fir
Spruce, Serbian	Spring	Eastern Redcedar, Douglas Fir
Sweetgum	Spring	Yellow Buckeye, Larch
Tuliptree	Any	Zelkova, Ginkgo
Yellowwood	Spring	Amur Maackia, Shingle Oak
Zelkova	Spring	Tuliptree, Ginkgo

Appendix D: Balled and Burlapped Planting Detail



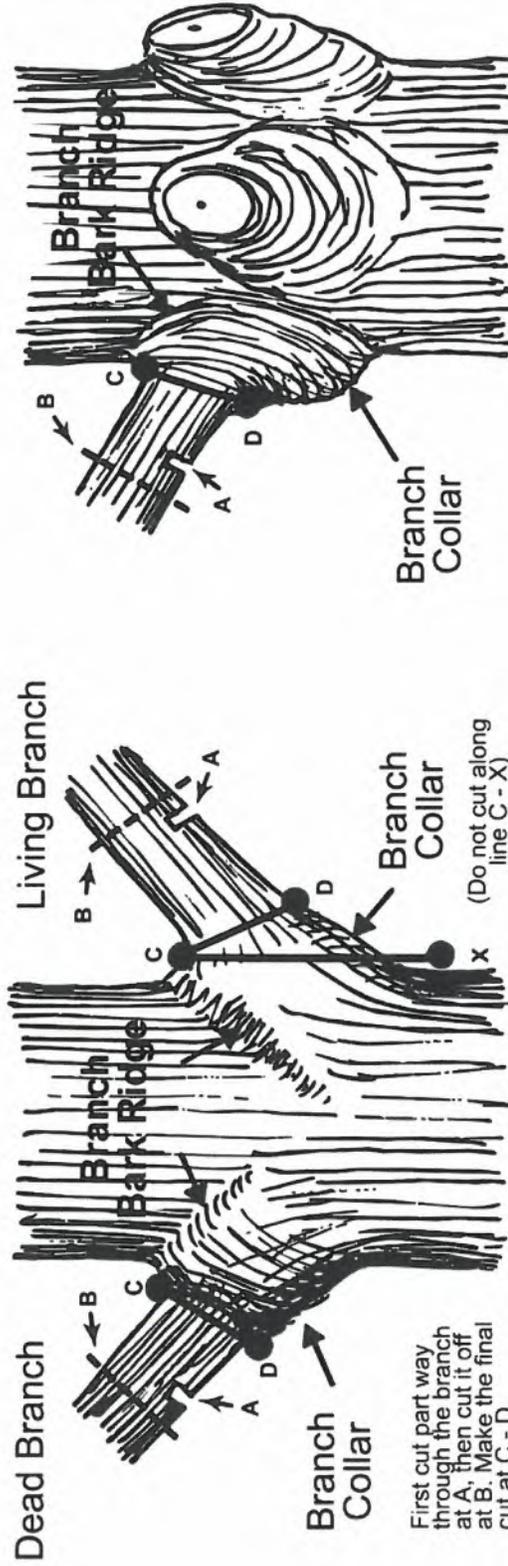
Appendix E: Containerized Planting Detail



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Appendix F: Tree Pruning Detail

Proper Pruning Principles

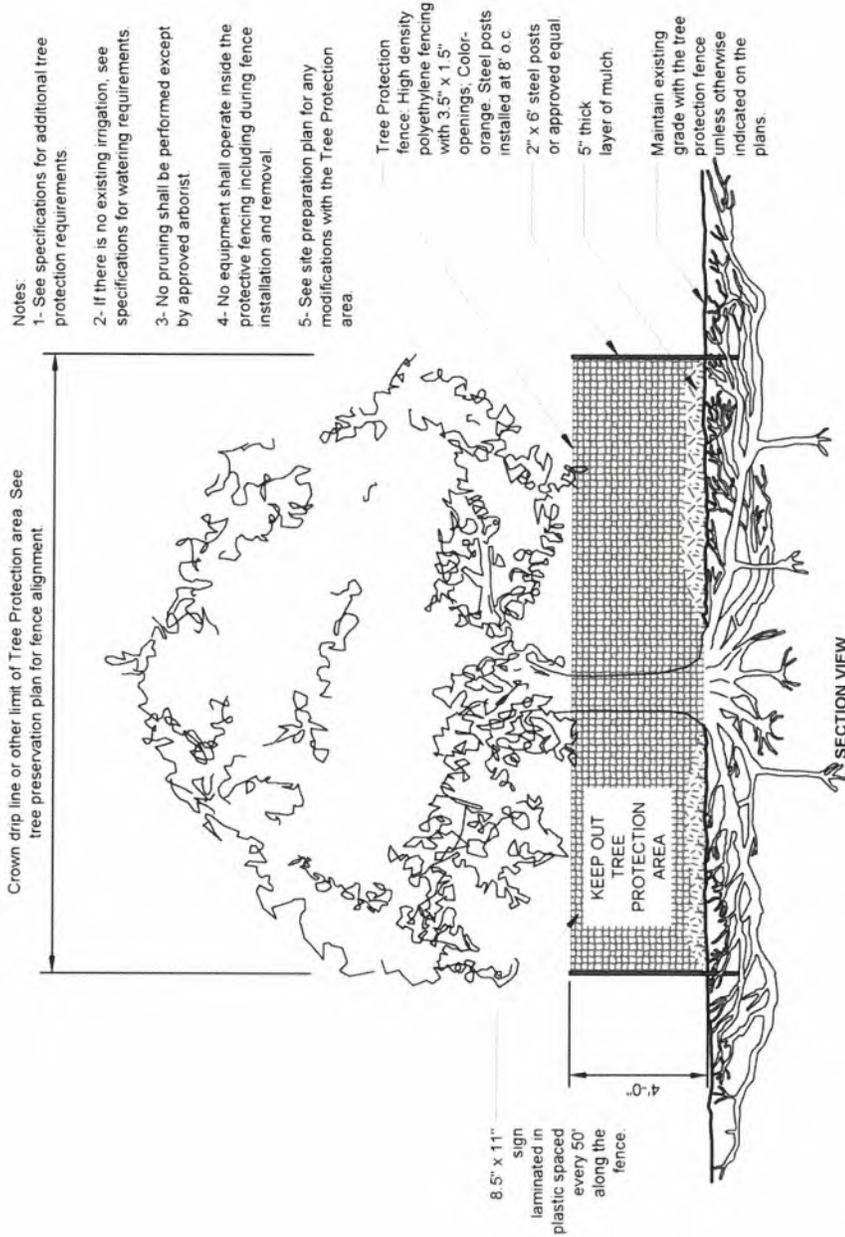


Conifers

Hardwoods



Appendix G: Tree Protection Detail



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S-X
TREE PROTECTION

Appendix H: ISA Tree Risk Assessment Form (TRAQ Level 2-Basic)

ISA Basic Tree Risk Assessment Form

Client _____ Date _____ Time _____
 Address/Tree location _____ Tree no. _____ Sheet _____ of _____
 Tree species _____ dbh _____ Height _____ Crown spread dia. _____
 Assessor(s) _____ Time frame _____ Tools used _____

Target Assessment

Target number	Target description	Target zone			Occupancy rate 1 - rare 2 - occasional 3 - frequent 4 - constant	Practical to move target?	Restriction practical?
		Target within drip line	Target within 1 x Ht.	Target within 1.5 x Ht.			
1							
2							
3							
4							

Site Factors

History of failures _____ Topography Flat Slope _____ % Aspect _____
 Site changes None Grade change Site clearing Changed soil hydrology Root cuts Describe _____
 Soil conditions Limited volume Saturated Shallow Compacted Pavement over roots _____ % Describe _____
 Prevailing wind direction _____ Common weather Strong winds Ice Snow Heavy rain Describe _____

Tree Health and Species Profile

Vigor Low Normal High Foliage None (seasonal) None (dead) Normal _____ % Chlorotic _____ % Necrotic _____ %
 Pests _____ Abiotic _____
 Species failure profile Branches Trunk Roots Describe _____

Load Factors

Wind exposure Protected Partial Full Wind funneling _____ Relative crown size Small Medium Large
 Crown density Sparse Normal Dense Interior branches Few Normal Dense Vines/Mistletoe/Moss _____
 Recent or planned change in load factors _____

Tree Defects and Conditions Affecting the Likelihood of Failure

— Crown and Branches —

Unbalanced crown LCR _____ % Cracks _____ Lightning damage
 Dead twigs/branches _____ % overall Max. dia. _____ Codominant _____ Included bark
 Broken/Hangers Number _____ Max. dia. _____ Weak attachments _____ Cavity/Nest hole _____ % circ.
 Over-extended branches Previous branch failures _____ Similar branches present
Pruning history
 Crown cleaned Thinned Raised Dead/Missing bark Cankers/Galls/Buris Sapwood damage/decay
 Reduced Topped Lion-tailed Conks Heartwood decay _____
 Flush cuts Other _____ Response growth _____
 Main concern(s) _____
Load on defect N/A Minor Moderate Significant _____
Likelihood of failure Improbable Possible Probable Imminent _____

— Trunk —

Dead/Missing bark Abnormal bark texture/color
 Codominant stems Included bark Cracks
 Sapwood damage/decay Cankers/Galls/Buris Sap ooze
 Lightning damage Heartwood decay Conks/Mushrooms
 Cavity/Nest hole _____ % circ. Depth _____ Poor taper
 Lean _____ * Corrected? _____
 Response growth _____
 Main concern(s) _____
Load on defect N/A Minor Moderate Significant
Likelihood of failure Improbable Possible Probable Imminent

— Roots and Root Collar —

Collar buried/Not visible Depth _____ Stem girdling
 Dead Decay Conks/Mushrooms
 Ooze Cavity _____ % circ.
 Cracks Cut/Damaged roots Distance from trunk _____
 Root plate lifting Soil weakness
 Response growth _____
 Main concern(s) _____
Load on defect N/A Minor Moderate Significant
Likelihood of failure Improbable Possible Probable Imminent

Appendix I: ANSI Z133.1 Standards – Applies to All Sections

All of the ANSI Z133.1 safety standards shall apply to all tree care operations outlined in the Urban Forestry Management Plan. Listed below is a basic overview of the standard, and it is not verbatim. A full text of this manual will be made available to all Village of Bartlett employees and contractors involved with tree care operations.

1. All tools and equipment utilized during tree care operations, including those not specifically mentioned below, shall be inspected and maintained by qualified personnel in accordance with the manufacturer's care instructions.
2. All staff shall be trained in the proper use, inspection, and maintenance of said equipment.
3. Certified arborists or arborist trainees shall conduct job briefings daily prior to tree care operations of any kind and the information shall be communicated to all workers.
4. All activities performed on any job site for any activity outlined in this Urban Forestry Management Plan shall comply with all applicable OSHA guidelines and standards.
5. Traffic and pedestrian control shall be established around the job site prior to the beginning of tree care operations.
6. Emergency contact information and a safety kit conforming to the ANSI Z308.1 standards shall be made available to all workers. All employees shall have basic instruction on the use of CPR and First Aid.
7. Personal Protective Equipment (PPE) shall be required when there is a reasonable probability of injury or illness on the job site. Such a determination will be made by the Certified Arborist or Arborist Trainee prior to the beginning of tree care operations each day, and PPE shall be made available. PPE shall be well-maintained in accordance with the manufacturer's requirements.
8. Head protection shall conform to ANSI Z89.1, face and eye protection shall conform to ANSI Z87.1, respiratory protection shall comply with ANSI Z88.2, and leg protection shall always be worn when using a chainsaw.
9. Flammable liquids shall be kept a minimum of ten feet from open sources of flame or high heat and shall be stored in approved containers.
10. All Village staff and contractors working near electrical hazards shall be qualified to do so and shall be educated in the full ANSI standards for Electrical Hazards and Line Clearance.
11. Vehicles and mobile equipment shall be inspected and maintained by qualified personnel in accordance with the manufacturer's requirements and shall be equipped with all standard safety devices, decals, and instructions, and shall be operated within all federal, state, and local motor vehicle codes and ordinances.

12. Aerial devices shall be inspected and maintained by qualified personnel in accordance with the manufacturer's requirements, and shall be equipped with all standard safety devices, decals, and instructions.
13. Aerial devices shall be stabilized by wheel chocks, outriggers, or stabilizers as necessary for the device, and shall never be used to lift, hoist, or lower logs or equipment unless specifically designed to do so.
14. Aerial devices shall be equipped with fall protection devices and permanent load ratings, both in accordance with ANSI/SIA 92.2 or 92.5, as applicable to the specific aerial device.
15. No aerial device shall be allowed to make contact with electrical conductors, and minimum safe distances shall be maintained in accordance with the ANSIZ133.1 Standard.
16. All brush chippers shall be inspected and maintained by qualified personnel in accordance with the manufacturer's requirements, and shall be equipped with all standard safety devices, decals, and instructions.
17. Sprayers and related plant health care equipment shall be inspected and maintained by qualified personnel in accordance with the manufacturer's requirements, and shall be equipped with all standard safety devices, decals, and instructions.
18. Sprayer tanks or other similar enclosed spaces shall not be entered unless performed through a confined-space entry plan in accordance with OSHA 1910.46 Requirements, including air-quality testing, training, and PPE.
19. Chain saws and other similar portable power tools shall not be operated unless the manufacturer's safety devices are in proper working order. Such safety devices shall not be removed or modified.
20. Forestry staff shall have a minimum of two points of attachment to the tree or aerial device while operating a chainsaw at all times, unless the hazard posed by the second point of attachment poses a greater hazard than utilizing one point of attachment.
21. A visual hazard assessment, including a root collar inspection, shall be performed by a certified arborist or arborist trainee prior to climbing, entering, or performing work in or on any tree, and a second crew member shall be within visual or voice communication at all times during arboricultural operations that are in excess of 12 feet from the ground surface.
22. All ropes, saddles, carabiners, and other similar climbing equipment shall be: a) approved for use in the tree care industry by the manufacturer, b) have a minimum breaking strength or load capacity of 5,000 lbs., c) be inspected before each use, d) Equipment shall be removed from service when it shows signs of excessive wear or deterioration.

23. All pruning, removal, and rigging operations shall have a designated drop zone where limbs, trunks, and tools can be dropped from aloft without impacting pedestrians or passersby. A visual or verbal communication system between the employee aloft and the employee(s) on the ground shall be established to determine when the employee aloft will safely drop tree parts or tools.
24. Any tree parts which cannot be safely dropped or controlled from aloft shall have a separate rigging line tied to them to help control their fall. The tree shall be inspected for structural stability prior to the establishment of a rigging system in the tree. When trees appear to have defects that could jeopardize the ability to safely use a rigging system to drop or control a limb, an alternate plan shall be implemented.
25. All equipment utilized in rigging shall meet the load ratings for the limb being rigged, and a qualified employee, trained in proper rigging procedure shall determine the rigging procedure and equipment to be utilized. Any equipment which has been damaged or overloaded shall be removed from service.
26. When felling (removing) a tree, a crew leader shall make the determination of what equipment is necessary, and how many crew members are to be directly involved in drop zone operations. A well-established escape route shall be planned for involved workers prior to the beginning of felling operations. Any non-involved workers shall be beyond twice the height of the trunk or tree being removed during felling operations.
27. Notches shall be used on all trees and trunks greater than five inches in diameter during felling operations, and should conform to the standards set forth in the ANSIZ133.1 Standard.
28. Loose clothing, ropes, lanyards, and saddles shall not be worn during any tree care activity where the risk of entanglement with tools or machinery is possible, particularly with brush chippers.

Appendix J: Tree Planting Standards (ANSI/ISA BMP)

ANSI Z60.1

1. All root ball and container sizes for all balled and burlapped stock shall conform to the Z60.1 standards for width and depth, such that they encompass enough of the fibrous root system as necessary for the full recovery of the plant upon installation.
2. All bare root stock shall conform to ANSI Z60.1 standards for minimum root spread.
3. All containerized stock shall conform to ANSI Z60.1 standards for plant and container size, as specified by the Village, and shall be healthy, vigorous, well-rooted and established in the container in which it is growing. The root system shall reach the sides of the container, but shall not have excessive growth encircling the inside of the container.
4. All collected plants (those grown on unmanaged land) shall be so designated, and shall be considered to be nursery-grown stock when they have been successfully reestablished in a nursery row and grown under regular nursery cultural practices for a minimum of two growing seasons.
5. The trunk or stem of the plant shall be in the center of the ball or container, with a 10% overall variance in location.
6. The use of digging machines in both the packaging and installation of trees is considered an acceptable nursery practice.

ANSI A300 – Part 6

1. Planting sites and work sites shall be inspected for hazards by the Village prior to the beginning of work each day. If portions of the work site are outside of the original scope of work, the controlling authority shall be notified immediately.
2. Location of utilities, obstructions, and other such hazards above and below ground shall be taken into account prior to planting and transplanting operations. These include, but are not limited to, gas, electric, sewer, communication, drainage, and signage.
3. The following shall be taken into consideration prior to transport and planting: Requirements of individual trees, compass orientation of field-grown trees, site feasibility assessments, soil assessment, and drainage assessment.
4. Tools for planting and transplanting shall be properly labelled or purchased for their intended use, and be maintained in accordance with the manufacturer's recommendations
5. The system used to move and store the plant shall minimize desiccation and other damage to the crown, trunk or rootball, and the health and vigor of the plant shall be maintained during these periods.

6. The hole to be dug for all new plantings shall be a minimum of 150% larger than the rootball or container diameter, as deep as the root flare of the tree to be planted, and shall have sides from which soil has been loosened in order to aid in root penetration.
7. For balled and burlapped trees, all rootball supporting materials shall be removed from the upper third of the rootball, and removed from the planting hole prior to final backfilling.
8. Prior to planting, container root balls shall be managed by approved methods such as, shaving the root ball, slicing the root ball, and redirecting or removing encircling roots.
9. Backfill shall comprise of either the same soil created when the hole was excavated, or a similarly amended mixture to meet a specific objective, and shall be applied in a layered fashion to reduce future settling and prevent air pockets.
10. Mulch shall be applied at a depth of two to four inches, near - but not touching - the trunk of the tree, and extending to the perimeter of the planting.
11. Support systems such as guy-wires or stakes shall not be installed except where needed.

ISA BMP Manual – Tree Planting

1. Timing of planting shall be determined based on the species, and the best professional opinion of the employees of or contractors working for the Village of Bartlett.
2. All employees and contractors employed by or working for the Village of Bartlett shall be familiar with the following types of planting types, and when it is appropriate to use each:
 - A. **Bare-Root:** Field-grown, and dug without soil during the dormant season
 - B. **Ball and Burlap:** Field grown and packaged with a soil ball, using burlap, twine, and a retaining basket of some kind
 - C. **Tree Spade:** Transplanted using a mechanical tree spade to hold the soil ball during transport
 - D. **In-Ground Fabric Bag:** Field grown with the root mass contained in a semi-permeable fabric bag
 - E. **Container Grown:** Grown above ground in containers of various shapes, sizes, and materials
3. Trees packaged with root balls must have their first structural root within two inches of the soil surface. Trees with deeper structural roots will not perform well when transplanted, and should be avoided when selecting nursery stock.

4. Trees with root balls shall be handled by the ball, not the stem, to ensure no damage occurs to the root-soil interface or to the stem itself.
5. Trees with leaves shall be transported with a fabric tarp to minimize desiccation, and have had their root balls wetted prior to transport.
6. Sites shall be tested for drainage, nutrient levels, and pH prior to planting (or prior to species selection, if possible).
7. Container stock shall be removed from its container. For balled and burlapped trees, wrappings shall be left on until the tree is in the hole; wrapping shall then be removed from the third to fourth of the wire basket and burlap from the top of the ball. For all types, ensure any encircling (girdling) roots are removed, and root ball is shaved as necessary.
8. As soil is added, wet and tamp each layer down to ensure good moisture and reduction of air bubbles.
9. Do not prune trees at time of planting, unless to remove dead, dying, diseased, or cracked branches, as it may take away from root development to have the tree attempt to heal these above-ground wounds.
10. The use of trunk wrap may be considered in areas with harsh winters, specifically on trees with thin bark, such as London Planetree and certain Maple species.

Appendix K: Tree Pruning Standards (ANSI/ISA BMP)

ANSI A300 - Part 1

1. A designated Arborist or Arborist Trainee shall visually inspect each tree before beginning work. If any condition is observed above and beyond the original scope of work, said condition shall be reported to the controlling authority before any work begins.
2. Pruning cuts which remove a branch at its point of origin shall be made close to the trunk or parent branch without cutting into the branch-bark collar or leaving a stub.
3. Pruning cuts made to reduce the length of a limb or parent stem shall be made at a slight angle relative to the remaining stem, and not damage the remaining stem. If pruning to a lateral branch, the lateral should be large enough to assume the terminal role.
4. Final cuts shall be made such that the result is a flat surface, with the adjacent bark firmly attached.
5. Not more than 25% of the foliage shall be removed during an annual growing season, depending on the tree species, size, age, and condition. If more frequent pruning due to utilities, vistas, or health considerations is necessary, removal of the tree should be considered as an alternative to pruning.

ISA BMP Manual

1. All employees or contractors directly involved with the pruning of trees shall be familiar with the following pruning types and how they are to be used in conjunction with one another:
 1. **Pruning to Clean:** Selective removal of dead, diseased, detached, cracked, and broken branches
 2. **Pruning to Thin:** Selective removal of small live branches to reduce crown density
 3. **Pruning to Raise:** Selective removal of branches to provide vertical clearance
 4. **Pruning to Reduce:** Selective removal of branches and stems to decrease the height or spread of a tree or shrub
 5. **Structural Pruning:** Selective removal of live branches and stems to influence the orientation, spacing, growth rate, strength of attachment, and ultimate size of branches and stems
 6. **Pruning to Restore:** Selective removal of branches, sprouts, and stubs from trees and shrubs which have been topped, severely headed, vandalized, lion-tailed, storm damaged, or otherwise damaged
2. Every effort shall be made to time pruning of individual tree species to be done in accordance with best management practices for the tree species in question. All pruning work shall be done so at the discretion of the Village of Bartlett and its approved contractors.

Appendix L: Tree Protection (ANSI/ISA BMP)

ANSI A300 - Part 5

1. Tree management plans and specifications for tree management shall be written and administered by a certified arborist qualified in the management of trees and shrubs during site planning, development, and construction. Such activities may include, but are not limited to: demolition, grading, building construction, walkway or roadway construction, excavation, trenching and boring, or other such activity which has the potential to negatively impact trees.
2. The management of trees and shrubs shall be incorporated into the following phases of the site development process:
 - A. Planning
 - B. Design
 - C. Pre-Construction
 - D. Construction
 - E. Landscape
 - F. Post-Construction
3. During the Planning phase, an assessment of tree and shrub resources on the site shall be performed by a certified arborist. The assessment shall identify the species, condition, and size of each tree and shall be incorporated into the site design. Trees to be retained or protected shall appear on site design maps. Trees on neighboring property which could also be impacted should also be considered.
4. During the design phase, a tree management report shall be developed for trees to be conserved on the site, and shall be included in the construction plans and specifications, which may include, but are not limited to:
 - A. Trees to be retained
 - B. Tree and Root Protection Zones
 - C. Tree Protection Zone barriers
 - D. Tree Protection plans
 - E. Soil erosion control
 - F. Soil compaction controls
 - G. Staging and storage areas
 - H. Other relevant on-site activities

5. Grading and demolition plans shall include all trees to be retained and removed, as well as the tree protection plans for working around trees to be retained. Plans shall also include equipment routes for avoiding the TPZ. Consequences for non-compliance shall be specified.
6. During the pre-construction phase, all tree protection plans shall be effectively communicated to all parties involved with the site development, and tree protection zone barriers shall be in place prior to the beginning of any construction activities.
7. The TPZ shall be delineated around all trees to be protected during construction, and shall be based on the size, species, and condition of the tree and its root system. Six to 18 times the diameter of the tree is generally considered to be acceptable. Deviations from this diameter may be made at the discretion of a certified arborist. Activities which could damage tree roots or compact soil should be avoided in the TPZ
8. Fencing or other visible barriers to the TPZ shall be installed prior to site clearing, grading, and demolition, and maintained throughout the construction and landscaping phase. When this is not feasible, alternate methods may be considered.
9. During the construction phase, compliance with tree protection plans shall be monitored by a certified arborist, and any damage to tree barriers or trees, or non-compliance shall be reported to the project manager or owner, or other controlling authority.
10. When removing vegetation or pavement during demolition, equipment used adjacent to the TPZ shall be specified to avoid damage to the tree and the surrounding soil, and soil protection measures shall be in place prior to vehicle or heavy traffic in or near the TPZ.
11. Storage or disposal of construction materials or hazardous materials shall not occur in the TPZ.
12. Fill within the TPZ shall not be permitted without mitigation to allow for proper air and water availability to existing roots. If fill cannot be avoided in the TPZ, compaction of fill shall be avoided, and consideration shall be given to a permanent well installation to protect the tree and its roots.
13. During the landscape, irrigation, and lighting phase, levels of compliance shall be documented and reported by a certified arborist. Non-compliance shall be reported to the project manager.
14. During the post-construction phase, a remedial and long-term maintenance plan shall be specified for existing and new landscaping, to ensure success of preservation efforts and newly planted landscaping.
15. Pruning shall be considered to reduce wind sail when necessary. It should not be considered to compensate for root loss.
16. Mulch shall be applied to as much of the tree protection zone as possible, in order to create a favorable soil environment for root recovery after construction activities.

ISA BMP Manual

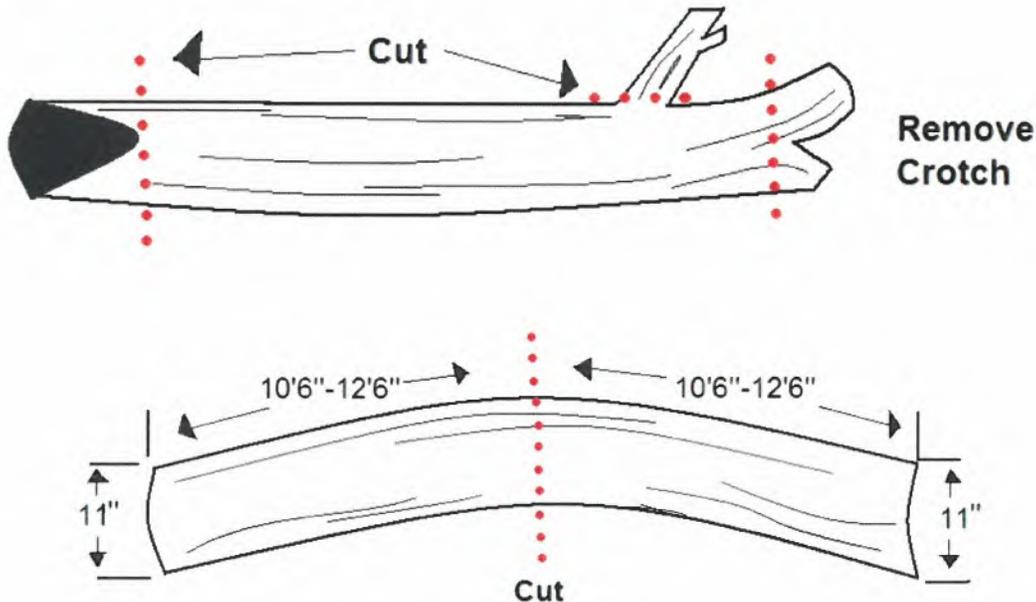
1. A cost-benefit analysis shall be conducted during the planning phase. In some cases, money may be better invested in tree planting post-construction.
2. The species and age of tree shall be evaluated by a certified arborist, so that trees in good condition with desirable characteristics are preserved, but those in poor condition or with undesirable characteristics are not.
3. A tree inventory and tree management report shall be conducted during the planning phase, and a certified arborist shall work closely with developers to ensure best management practices are being met for both parties.
4. Effort shall be made to retain groups of trees, such that there is a wind and solar buffer around the highest quality trees if possible.
5. The Critical Root Zone (CRZ) is the area around the tree trunk where roots essential for tree health and stability are located. A Tree Protection Zone (TPZ) is an arborist-defined area around the tree which should include the CRZ, as well as additional area to ensure future stability and growth. The TPZ is subject to the professional opinion of the certified arborist.
6. An attempt shall also be made to preserve native soil for landscape planting as native soil with horizons and development is preferred over fill or black dirt.
7. If a sufficient TPZ cannot be established, a 6-12" layer of hardwood mulch, 3/4-inch plywood mat over a four-inch layer of hardwood mulch, or other such measures shall be temporarily installed over the CRZ in order to prevent root and soil compaction.
8. Trunk protection shall be installed on trees very close to construction activities, and should consist of 2x4 or 2x6 planks, strapped snugly to the tree trunk with wire or other strapping, preferably with a closed-cell foam between the trunk and the planks.
9. When roots over one inch cannot be avoided, they shall be pruned, not left torn or crushed. Acceptable methods of pruning are:
 - A. Excavation using supersonic air tools, pressurized water, or hand tools, followed by selective root cutting
 - B. Cutting through the soil along a predetermined line with a tool designed to cut roots
 - C. Mechanically excavating the soil and selectively pruning remaining roots.
10. Wells, tree islands, retaining walls, and other such structures or strategies shall be considered as alternatives to any cut/fill work in the CRZ or TPZ.
11. Monitoring shall take place during construction and post-construction phases, and any non-compliance should be reported to the proper controlling authority right away, so that timely remediation or mitigation efforts may be undertaken.

Appendix M: Urban Timber Harvesting

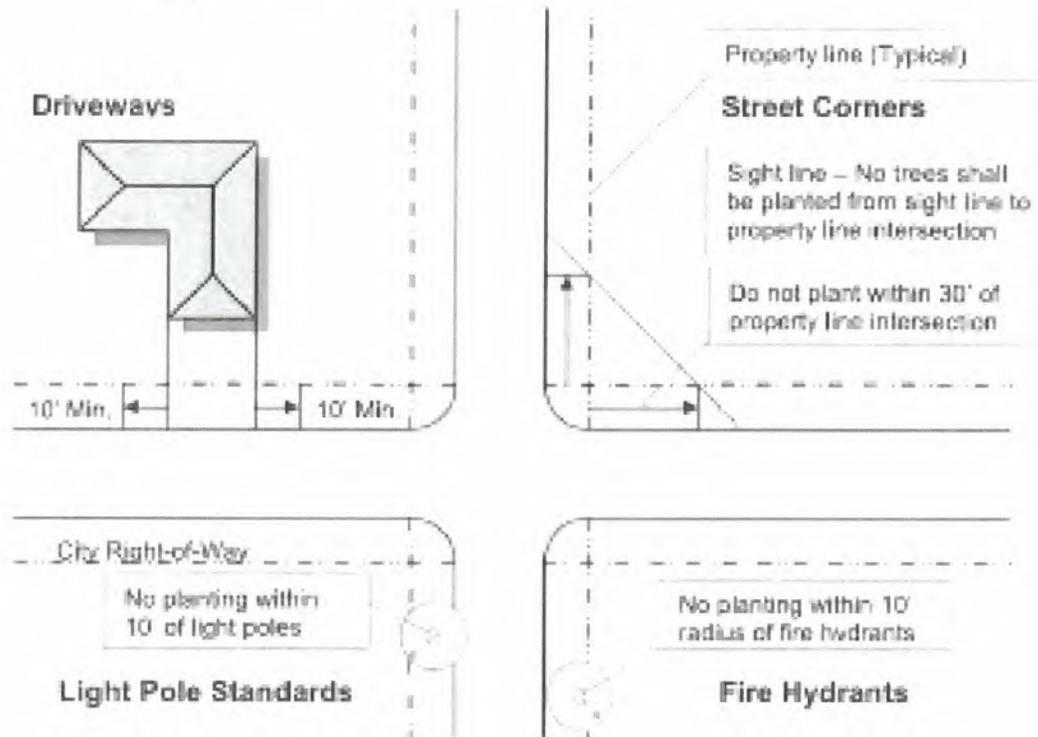
Log Removal Specification for Urban Timber Harvesting

This tree removal standard shall not take precedence over applicable industry safe work practices and shall be implemented by a qualified arborist, urban forest manager, and /or practitioner who, through related training or on-the-job experience, or both, are familiar with the standards, practices and hazards of recovering urban forest products and the equipment used in such operations. Additionally:

- Logs shall be felled to obtain minimum 8', 10', or 12' lengths with an additional 6" of trim on each log to a minimum diameter of 11" inside the bark. Maximum log length shall be 20'6".
- If a tree must be removed in sections, every effort should be made to retain the lowest log, at the longest possible length that can be safely felled.
- Branches should be trimmed flush with the bole/trunk, root flares should be trimmed flush with the bole/trunk, and the ends of the log should be square.
- Logs shall be flush cut with no crotches or splits. All obvious defects such as decay, large holes, and rot shall be removed.
- Logs with significant sweep shall be cut in order to eliminate as much sweep as possible while yielding the longest possible straight logs to ensure logs are flush for proper milling.



Appendix N: Guidelines for Tree Planting



Memo

To: Paula Schumacher, Village Administrator
From: Sarah Christensen, Village Forester
Subject: **Public Tree Ordinance Revision**
Date: June 12, 2023

In early 2022, the Village of Bartlett received an Urban and Community Forestry Grant through the Morton Arboretum, funded by the IDNR and the USDA Forest Service, to develop and complete an Urban Forestry Management Plan. A condition of this grant is an approved ordinance that complies with standards required by the grant administrators. Village staff has worked with the Morton Arboretum to make these minor changes to our current ordinance. This version also added reference to the newly adopted Urban Forestry Management Plan.

The updated ordinance is attached for review. Any changes to the current ordinance are shown in bold and strikethrough font.

RECOMMENDATION

Staff recommends adopting the revised public tree ordinance.

MOTION

**MOTION TO APPROVE ORDINANCE # 2023-____, AN ORDINANCE AMENDING
TITLE 7, PUBLIC WAYS AND PROPERTIES, CHAPTER 2, TREES AND
SHRUBS**

ORDINANCE 2023 - _____

AN ORDINANCE AMENDING TITLE 7, CHAPTER 2 OF THE BARTLETT MUNICIPAL CODE REGARDING PUBLIC TREES AND SHRUBS

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 7, CHAPTER 2. That Title 7, Chapter 2 of the Bartlett Municipal Code is hereby amended as follows (deletions in ~~striketthrough~~, additions in **bold** and underline):

"7-2-1: PURPOSE AND INTENT:

The purpose of this chapter is to regulate trees and shrubs in the public right-of-way and on public property owned by the Village to enhance the public portion of the community forest by assuring the proper establishment of new trees, the protection and maintenance of existing trees, and the timely removal of hazardous or infectious diseased trees on such public property. Section 4-3-5, "Infected Trees Or Dangerous Trees", of this Code which regulates injured and dangerous trees on private property throughout the Village, and title 10, chapter 11A, "Landscaping, Screening And Tree Preservation", of this Code, which is applicable to the development of property in the Village, regulate the private property portion of the community forest. Said chapters complement each other and together with the regulations set forth in this chapter are intended to enhance the total community forest in Bartlett.

It is the intent of the Village of Bartlett President and Board of Trustees that the terms of this chapter shall be construed so as to promote:

- A. The planting, preservation, maintenance, restoration and survival of desirable trees, shrubs and other plants within the Village rights-of-way and on Village owned property **in order to conserve and enhance the Village's natural, physical, and aesthetic environment**; and
- B. The protection of residents from personal injury and/or property damage, and the protection of the Village from property damage, caused or threatened by the improper planting, maintenance or removal of trees, shrubs or other plants located within or encroaching upon Village rights-of-way or on other public property owned by the Village-; **and**

C. The recognition of trees as an integral part of the Village's infrastructure that should be preserved, protected, and cared for as any other critical Village asset.

7-2-2: APPLICABILITY:

This chapter provides full power and authority over all trees, plants and shrubs located within street and other rights-of-way, including parkways under the jurisdiction of the Village, and property owned by the Village; and to trees, plants and shrubs located on private property that encroach upon Village right-of-way or property or otherwise constitute a hazard or threat as described in this chapter.

7-2-3: AUTHORITY AND POWER:

The administration of this chapter shall be the responsibility of the Public Works Director or his/her designee. The Village Forester (formerly the Village Arborist) shall determine appropriate tree and shrub species, sizes, planting locations, and spacing distances for all plantings in the Village right-of-way of any street and on all property owned or maintained by the Village. The Village Forester, is a position in the Village's Public Works Department and is under the supervision of the Director of Public Works, ~~but based on his/her unique and specialized training and experience,~~ **As a Certified Arborist with specialized training and experience, the Village Forester** shall have the power to promulgate and enforce rules, regulations and specifications concerning the planting, pruning, removal, spraying, maintenance and protection of trees and shrubs upon the Village right-of-way of any street and upon all property owned or maintained by the Village. The "~~Arboricultural Specifications Manual~~" **Village's Urban Forestry Management Plan** shall be amendable with the approval of the Village Forester and the Director of Public Works

7-2-4: DEFINITIONS:

AMERICAN NATIONAL STANDARDS INSTITUTE (Hereinafter **referred to in this chapter as** "ANSI"): The primary organization for fostering the development of workplace standards in the United States.

~~ARBORICULTURAL SPECIFICATIONS MANUAL: A manual prepared and updated by the Village Forester and incorporated by reference into an ordinance passed by the Village Board, and which may be amended from time to time with the approval of the Village Forester and the Director of Public Works, which more specifically carry out the enforcement provisions and intent of this Code and contain regulations and standards for the preservation, planting, maintenance, and removal of trees, shrubs, and other plants upon the public right-of-way under the jurisdiction of the Village~~

and upon Village owned property and trees on private property regulated by this chapter.

APPROVED SPECIES LIST: A list of tree species that are acceptable for planting on Village owned property or rights-of-way as determined by the Village Forester. The Approved Species List may be amended from time to time as deemed necessary by the Village Forester and shall be included in the Urban Forestry Management Plan.

CANOPY: The portion of the tree above the trunk including leaves and branches, sometimes called the crown.

CRITICAL ROOT ZONE: An area on the ground extending out from the trunk of the tree in all directions a distance of at least one foot (1') for every inch of DBH.

DIAMETER BREAST HEIGHT (Hereinafter Called "DBH"): The diameter in inches of a tree trunk measured at a height of four and one-half feet (4 1/2') above ground. This is the forestry standard measurement is used for tree size.

INTERNATIONAL SOCIETY OF ARBORICULTURE: The accredited forestry industry body that promotes the professional practice of arboriculture and fosters a greater worldwide awareness of the benefits of trees. Certification through their organization is the international standard for tree care professionals.

PROHIBITED SPECIES LIST: A list of tree species that are unacceptable for planting on Village owned property or rights-of-way as determined by the Village Forester. The Prohibited Species List may be amended from time to time as deemed necessary by the Village Forester and shall be included in the Urban Forestry Management Plan.

PRIVATE TREE: Any tree that is located on privately owned property within the Village limits.

PUBLIC TREE: Any tree that is located on any public right-of-way or Village owned property.

TREE: Any self-supporting woody plant, together with its root system, trunk, and canopy; growing upon the earth usually with one trunk, or a multi-stemmed trunk system, supporting a definitely formed crown.

URBAN FORESTRY MANAGEMENT PLAN (Hereinafter referred to in this chapter as the "UFMP" or "Plan"): A manual prepared and updated by the Village Forester and approved by the Village Board, and which may be amended from time to time with the approval of the

Village Forester and the Director of Public Works, which more specifically carries out the enforcement provisions and intent of this chapter and contains regulations and standards for the preservation, planting, maintenance, and removal of trees, shrubs, and other plants upon the public rights-of-way under the jurisdiction of the Village and upon Village owned property. The Plan shall be made available on the Public Works page of the Village website. Copies shall also be available in the Office of the Village Clerk.

VILLAGE FORESTER: An employee of the Village of Bartlett, appointed by the Director of Public Works to the position of Village Forester (formerly known as the Village Arborist). This individual shall be trained and experienced in the profession of arboriculture or a related field, and shall be a certified arborist through the International Society of Arboriculture.

7-2-5: TREE CARE STANDARDS:

All tree care practices with respect to trees growing upon or planted in any Village right-of-way and on any Village owned property shall be accomplished under the direction of the Village Forester **in accordance with the Village's Urban Forest Management Plan** and in compliance with the most current edition of the ANSI A300 Standards, including, without limitation, the following:

A. Pruning:

1. ~~Low hanging branches of the canopy will be removed to permit clearance of approximately fifteen feet (15') on the street side of the tree and eight feet (8') on the sidewalk side of the tree to allow passage of motor vehicle and pedestrian traffic.~~ **All trees will be pruned at regular annual intervals based on the Village's current cycle pruning program as set forth in the UFMP. Village pruning efforts will prioritize removing dead and low hanging branches of the canopy to improve passage of motor vehicle and pedestrian traffic.**
2. It shall be unlawful as a normal practice for the Public Works Department or for any person or entity, to top any tree upon the Village right-of-way or upon Village owned property. Topping is defined as the severe cutting back of limbs to stubs larger than three inches (3") in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. **This prohibition will not apply to (1) the Public Works Department; or (2) public utility companies where necessary to avoid interference with the utility's infrastructure.**

3. No person working on any public tree shall use shoes with spikes or any other footwear which will injure the trees while work is being performed. At no time shall any person working on any public tree for pruning purposes wear spurs or climbing irons. Said provisions shall not apply to any public trees determined by the Village Forester to be dead or a tree the Village reasonably determines is a "dangerous tree" or "infected tree" as those terms are defined in subsection 4-3-5B of this Code, that must be removed.
- B. Planting:
1. All species of trees planted within the Village rights-of-way and on Village owned property shall be chosen from the latest edition of the Illinois Department of Agriculture's list of recommended trees. **from the Approved Species list found in the UFMP. Only species from the Small Trees portion of the Approved Species list may be planted under or immediately adjacent to overhead utility wires. It shall be unlawful to plant any species within the Village right-of-way or on Village owned property that is on the Prohibited Species List. When a species of tree does not appear on the Approved Species List or Prohibited Species List and is proposed for planting within the Village right-of-way or on Village owned property, the Village Forester shall have the authority to amend the Approved Species List or the Prohibited Species List accordingly.**
 2. All trees planted within the Village right-of-way or upon Village owned property shall be planted in accordance with the minimum standards and procedures therefor in the most recent edition of the American Standards for Nursery Stock (ANSI Z60.1).
 3. Spacing for newly planted trees will be determined by the Village Forester. Planting locations will be based on projected size of the tree, existing vegetation, underground utilities, street lights, proximity to driveways and street intersections, and other factors as determined by the Village Forester or the Village Public Works Director.
 4. **The Village recognizes that diverse species and age structure of urban trees throughout the Village is critical to the health of the forest structure and protects the Village from catastrophic loss and improves longevity. Specifications for species and age diversity, planting, and management are contained in the UFMP.**
- C. Removal **of Dead or Hazardous Trees**: The Village will remove in its entirety (tree and stump) any public tree that is dead, dying (50

percent or more of canopy dead or diseased), or deemed a hazard/nuisance to the public. Trees marked for removal will be determined by the Village Forester, and will be removed within a reasonable period of time, considering the level of hazard posed by said dead tree, and normal budget constraints when the loss of trees is due to a blight or disease that affects a large percentage of a certain species of tree throughout the Village and the geographic region in which the Village is located. **This subsection does not prevent the Village from removing a public tree as required for Village purposes or as otherwise authorized pursuant to a Village-issued approval.**

D. Tree Maintenance Performed by Contractors: All contractors performing tree work for the Village shall meet the insurance requirements set forth by the Village on a written agreement or purchase order. Any contracted work which may interfere with public trees must comply with the UFMP.

7-2-6: INTERFERENCE WITH THE VILLAGE:

It shall be unlawful for any person or entity to prevent, delay, or interfere with the Village or any of its employees, contractors, or agents, while engaging in and about the planting, cultivating, mulching, pruning, spraying, or removing of any public trees.

7-2-7: PERMITS:

It shall be unlawful for any person or entity to plant any tree in the Village right-of-way or parkway or upon any Village owned property without first obtaining a written permit from the Village Forester or the Director of Public Works. **The Director of Public Works and the Village Forester are authorized to implement rules and regulations for the issuance of such permits.**

7-2-8: PROTECTION OF PUBLIC TREES:

No person or entity, without lawful authority, shall willfully injure, deface, disfigure, cut, carve, transplant, remove, destroy, attach any rope, wire, nail, advertising posters, election posters or other contrivance to any public tree or other tree or shrub on any public right-of-way or Village owned property, or apply or, allow any gaseous liquid, chemical or solid substance which is harmful to such public trees, shrubs, grass and flowers to come in contact with them; or set fire to, or permit any fire to burn when such fire or the heat therefrom will injure any portion of any public tree, or shrub, grass or flower, located on any public right-of-way, parkway, or thoroughfare, or Village owned property.

All trees along any street, or in any public right-of-way, or on other Village owned property near any excavation or construction of any building, structure, or street construction shall be protected so as to avoid all injury to the trunk, crown, and unnecessary injury to the root system of the tree.

The critical root zone of a public tree shall be at a distance in feet from the tree equal to the DBH of the tree trunk in inches, and shall be designated and protected using snow fencing or other protective measures approved by the Village Forester, except when the Public Works Director determines that a public tree cannot be preserved and considering the nature, cost, importance of a proposed public improvement, and whether there is a practicable alternative.

Building materials, stone, brick, sand, concrete, soil, or other debris shall not be placed or stored on or in the critical root zone area of any public tree or other tree or shrub on public right-of-way or Village owned property, without written authorization from the Village Forester obtained prior to storing any such materials or debris.

New driveway construction shall be placed at least ten feet (10') from the trunk of any public tree and shall be relocated to another location when practicable, or at the discretion of the Public Works Director after consulting with the Village Forester may be removed.

7-2-9: RIGHT-OF-WAY CLEARANCE OF PRIVATE TREES:

Every owner of a privately-owned tree overhanging any street, sidewalk, public right-of-way, or Village owned property within the Village shall prune the branches so that such branches shall not obstruct the view of any street light or street intersection, and so that there shall be a clear space of eight feet (8') above the surface of the sidewalk and fifteen feet (15') above the street. The owners of said privately owned trees which overhang any street, sidewalk, or public right-of-way shall remove all dead, diseased, or dangerous privately-owned trees, or broken or decayed limbs which constitute a menace to the safety of the public. The Village, in accordance with applicable law, shall have the right to prune any private tree or shrub on private property when it interferes with the proper spread of light along the street from a street light, interferes with visibility of any traffic control device or sign, or is a threat to the safety of the public.

7-2-10: TREE EMERGENCY:

If a public tree is damaged or broken by weather, casualty, or other force of nature in such a manner as to constitute an emergency threat to health, safety, or property, the Village Forester or the Director of Public Works may provide verbal authorization to a person to take

reasonable actions to eliminate the immediate danger or hazard created by the damaged tree. Such verbal authorization will later be confirmed in writing by the Village.

7-2-1011: VIOLATION AND PENALTY:

Whoever violates this chapter, in addition to any other fines or fees, shall be subject to the following provisions:

- A. Fines: First offense, five hundred dollars (\$500.00); second offense, seven hundred fifty dollars (\$750.00); third and subsequent offenses, one thousand dollars (\$1000.00).
- B. Violations: All violations that are committed by the same person or any firm controlled by such person shall be counted, regardless of whether or not the violations occur at the same time.

Any entity or person who injures a public tree shall be held responsible for the cost of the repairs, such as pruning or cabling, if the injured tree will not die as a result of such injuries. In cases where the tree has been damaged beyond repair and cannot remain in the public right-of-way because it is determined by the Village Forester to be a "dangerous tree" as defined in section [4-3-5](#) of this Code, the entity or person responsible for the damage shall also pay the cost the Village incurs to remove and replace the tree.

In addition to any fines that may be assessed for violation of this section, the person or entity found liable shall pay to the Village a sum equal to the value or partial value of the tree lost as a result of the violation. The value or partial value of the tree lost shall be as determined by the Village Forester in accordance with the reasonable cost of replacement thereof as set forth in a current publication of the International Society of Arboriculture, if available, otherwise based on the average of two (2) written price quotes procured by the Village Forester from at least two (2) different area nurseries. The collection of this fee shall be deposited into a Tree Planting Fund to be administered by the Public Works Department."

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 20, 2023, and approved on June 20, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name 2023 Pavement Marking Project

Committee or Board Board

BUDGET IMPACT

Amount: \$50,000.00 (Not to exceed) Budgeted \$50,000.00

List what fund MFT Fund

EXECUTIVE SUMMARY

On March 28th, 2023, DuPage County awarded Superior Road Striping, Inc. the contract for their "2023 Pavement Marking Maintenance" program. This contract includes a section on Joint Purchasing and Superior Road Striping indicated they would be willing to extend their unit prices to the Village of Bartlett for our 2023 Pavement Marking Project.

Superior Road Striping, Inc. is a well-known pavement marking contractor in the Chicagoland Area and has satisfactorily completed pavement projects for the Village of Bartlett in the past, including the 2021 and 2022 Pavement Marking Project.

RECOMMENDATION

Staff recommends using Superior Road Striping, Inc. for the 2023 Pavement Marking Project in the not-to-exceed amount of \$50,000.00. Any remaining funds will be returned to the MFT account to be used at a later date.

ATTACHMENTS (PLEASE LIST)

Memo

Bid Tab

Resolution

Contract

ACTION REQUESTED

For Discussion Only

✓ Resolution

Ordinance

✓ Motion: MOVE TO APPROVE RESOLUTION # 2023-____-R, A RESOLUTION APPROVING OF THE 2023 PAVEMENT MARKING PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SUPERIOR ROAD STRIPING, INC.

Staff: Nick Talarico, Civil Engineer

Date: 6/12/2023

Memo

To: Paula Schumacher, Village Administrator
From: Nick Talarico, Civil Engineer
Subject: **2023 Pavement Marking Project**
Date: June 12th, 2023

On March 28th, 2023, DuPage County awarded Superior Road Striping, Inc. the contract for their "2023 Pavement Marking Maintenance" program. This contract includes a section on Joint Purchasing and Superior Road Striping indicated they would be willing to extend their unit prices to the Village of Bartlett for our 2023 Pavement Marking Project.

Superior Road Striping, Inc. is a well-known pavement marking contractor in the Chicagoland Area and has satisfactorily completed pavement projects for the Village of Bartlett in the past, including the 2021 and 2022 Pavement Marking Project.

RECOMMENDATION

Staff recommends using Superior Road Striping, Inc. for the 2023 Pavement Marking Project in the not-to-exceed amount of \$50,000.00. Any remaining funds will be returned to the MFT account to be used at a later date.

MOTION

I MOVE TO APPROVE RESOLUTION # 2023-____-R, A RESOLUTION APPROVING OF THE 2023 PAVEMENT MARKING PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SUPERIOR ROAD STRIPING, INC.

DuPage County Division of Transportation
 Project: 2023 Pavement Marking Maintenance Sec No: 23-PVMKG-11-GM
 Date of Letting: March 14, 2023 2:00 P.M.

Item No	Items	Unit	Quantity	Engineer's Estimate		Superior Road Striping, Inc. 1980 N. Hawthorne Ave Melrose Park, IL 60160		Maintenance Coatings Co. 543 Woodbury St. South Elgin, IL 60177		AC Pavement Striping Co. 695 Church Road Elgin, IL 60123		Precision Pavement Marking Inc		Marking Specialists Corporation	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SO FT	19100	\$4.25	81,175.00	\$5.00	95,500.00	\$5.00	95,500.00	\$11.00	210,100.00				
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	18100	\$0.60	10,860.00	\$0.70	12,670.00	\$0.60	10,860.00	\$1.60	32,580.00				
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	63100	\$0.86	54,268.00	\$1.00	63,100.00	\$1.05	66,255.00	\$2.65	167,215.00				
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	16700	\$1.27	21,209.00	\$1.40	23,380.00	\$1.75	29,225.00	\$3.65	60,955.00				
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	35100	\$1.65	57,915.00	\$2.00	70,200.00	\$2.50	87,750.00	\$5.50	193,050.00				
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	7000	\$4.27	29,890.00	\$5.00	35,000.00	\$5.00	35,000.00	\$11.00	77,000.00				
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT	650000	\$0.30	195,000.00	\$0.34	221,000.00	\$0.32	208,000.00	\$0.47	305,500.00				
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SO FT	7800	\$5.84	45,552.00	\$6.00	46,800.00	\$6.00	46,800.00	\$11.00	85,800.00				
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	28100	\$0.85	23,885.00	\$0.90	25,290.00	\$0.85	23,885.00	\$1.65	46,365.00				
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	14700	\$1.51	22,197.00	\$1.00	14,700.00	\$1.20	17,640.00	\$2.60	38,220.00				
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	2540	\$2.24	5,241.60	\$1.50	3,810.00	\$2.00	4,660.00	\$3.65	8,541.00				
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	960	\$3.41	3,273.60	\$2.00	1,920.00	\$3.00	2,880.00	\$5.50	5,280.00				
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	650	\$5.86	3,809.00	\$6.00	3,900.00	\$6.00	3,900.00	\$11.00	7,150.00				
14	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN	SO FT	4200	\$3.10	13,020.00	\$3.25	13,650.00	\$3.00	12,600.00	\$16.95	71,190.00				
15	PAVEMENT MARKING REMOVAL - GRINDING	SO FT	136100	\$0.43	58,523.00	\$0.50	68,050.00	\$0.25	74,855.00	\$1.65	224,565.00				
16	RECESSED REFLECTIVE PAVEMENT MARKER	EACH	500	\$25.00	12,500.00	\$35.00	17,500.00	\$22.50	11,250.00	\$125.00	62,500.00				
17	REPLACEMENT REFLECTOR	EACH	500	\$11.00	5,500.00	\$10.00	5,000.00	\$10.35	5,275.00	\$115.00	57,500.00				
18	TEMPORARY PAVEMENT MARKING REMOVAL	FOOT	800	\$0.80	480.00	\$1.00	800.00	\$2.00	1,600.00	\$2.50	2,000.00				
Bidder's Proposal for making Entire Improvements				\$651,216.20	\$721,970.00	\$737,955.00	\$1,655,511.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Base Bid only				\$419,364.32	\$419,364.32	\$474,410.57	\$474,410.57	\$485,500.51	\$485,500.51	\$1,146,742.16	\$1,146,742.16				
Alternate C				\$18,696.34	\$18,696.34	\$21,214.39	\$405,624.95	\$21,077.54	\$590,636.05	\$30,994.14	\$1,187,736.30				
Quantities shown above include Base Bid - Alternates C															
Base Bid + Alternate C															

NO BID

NO BID

RESOLUTION 2023 - _____

**A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT'S
2023 PAVEMENT MARKING PROJECT AGREEMENT BETWEEN
THE VILLAGE OF BARTLETT AND SUPERIOR ROAD STRIPING, INC.**

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

SECTION ONE: 2023 Pavement Marking Project Agreement dated June 20th, 2023, between the Village of Bartlett and Superior Road Striping, Inc. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: June 20, 2023

APPROVED: June 20, 2023

ATTEST:

Kevin Wallace, Village President

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on June 20, 2023, and approved on June 20, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Local Public Agency Formal Contract

Contractor's Name

Superior Road Striping, Inc.

Contractor's Address

1980 N. Hawthorne Avenue

City

Melrose Park

State

IL

Zip Code

60160

STATE OF ILLINOIS

Local Public Agency

Village of Bartlett

County

DuPage

Section Number

23-00000-03-GM

Street Name/Road Name

2023 Pavement Marking Project

Type of Funds

Motor Fuel Tax

CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

[Signature & Date Box]

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

[Signature & Date Box]

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

[Signature & Date Box]

Official Title

[Official Title Box]

Department of Transportation

Concurrence in approval of award

Regional Engineer Signature & Date

[Signature & Date Box]

Local Public Agency: Village of Bartlett Local Street/Road Name: 2023 Pavement Marking Project County: DuPage Section Number: 23-00000-03-GM

1. THIS AGREEMENT, made and concluded the 20th day of June, 2023 between the Village of Bartlett, known as the party of the first part, and Superior Road Striping, Inc., its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 23-00000-03-GM in Village of Bartlett, approved by the Illinois Department of Transportation on 05/09/23, are essential documents of this contract and are a part hereof.

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

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

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date
 By:

(If a Corporation)

Corporate Name
Superior Road Striping, Inc.
 President, Party of the Second Part Signature & Date

By: [Signature] 09-23
 (If a Limited Liability Corporation)

(SEAL, if required by the LPA)

LLC Name

Manager or Authorized Member, Party of the Second Part
 By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

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

(If an individual)

Party of the Second Part Signature & Date

Attest:
 Secretary Signature & Date
[Signature] 09-23

(SEAL, if required by the LPA)



Agenda Item Executive Summary

Item Name 2023 Pavement Preservation Project Committee or Board Board

BUDGET IMPACT

Amount:	\$150,000.00 (not to exceed)	Budgeted	\$150,000.00
List what fund	MFT Fund		

EXECUTIVE SUMMARY

On March 11, 2021, on behalf of multiple Chicagoland communities, the Village of Winnetka opened joint-bids for a 3-year "Pavement Rejuvenation Contract". Corrective Asphalt Materials, LLC (CAM) was the low bidder and awarded the contract. Provisions of the contract state the awarded unit prices will be in effect for a minimum of thirty-six (36) months from the time of award, and CAM has agreed to hold their unit price for the Village in its final year.

CAM has been applying Reclamite on our newly paved streets for several years. In working with CAM, we find them to be both professional and responsive. Their project experience with pavement treatments and sealers is more than satisfactory.

RECOMMENDATION

Staff recommends that the contract for Pavement Preservation be renewed with CAM, LLC for the FY23/24 project in the not-to-exceed amount of \$150,000. Any remaining funds will be returned to the MFT account to be used at a later date.

ATTACHMENTS (PLEASE LIST)

Memo
Resolution
Agreement

ACTION REQUESTED

- For Discussion Only
- ✓ Resolution
- Ordinance
- ✓ Motion: MOVE TO APPROVE RESOLUTION # 2023-____-R, A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT'S 2023 PAVEMENT PRESERVATION PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CORRECTIVE ASPHALT MATERIALS, LLC.

Staff: Nick Talarico, Civil Engineer

Date: 6/12/23

Memo

To: Paula Schumacher, Village Administrator
From: Nick Talarico, Civil Engineer
Subject: **2023 Pavement Preservation Project**
Date: June 12th, 2023

In an effort to extend the life of our asphalt pavements, we apply a product called Reclamite to our newly resurfaced streets and paths. Reclamite is a pavement rejuvenator that helps prevent and delay asphalt pavement failures.

On March 11, 2021, the Village of Winnetka opened bids for their 3-year "Pavement Rejuvenation Contract", which was a joint bid including Winnetka and 9 other Chicagoland communities. Corrective Asphalt Materials, LLC (CAM) was the low bidder and awarded the contract. Provisions of the contract state the awarded unit prices will be in effect for a minimum of thirty-six (36) months from the time of award, and CAM has agreed to hold their unit price for the Village in its final year. This price includes pavement sweeping before and after the application, and resident notifications.

CAM has been applying Reclamite on our newly paved streets for several years. In working with CAM, we find them to be both professional and responsive. Their project experience with pavement treatments and sealers is more than satisfactory.

RECOMMENDATION

Staff recommends that the contract for Pavement Preservation be renewed with CAM, LLC for the FY23/24 project in the not-to-exceed amount of \$150,000. Any remaining funds will be returned to the MFT account to be used at a later date.

MOTION

I MOVE TO APPROVE RESOLUTION # 2023-____-R, A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT'S 2023 PAVEMENT PRESERVATION PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CORRECTIVE ASPHALT MATERIALS, LLC.

RESOLUTION 2023 - _____

A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT'S 2023 PAVEMENT PRESERVATION PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CORRECTIVE ASPHALT MATERIALS, LLC.

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

SECTION ONE: 2023 Pavement Preservation Project Agreement dated June 20th, 2023, between the Village of Bartlett and Corrective Asphalt Materials, LLC. (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: June 20, 2023

APPROVED: June 20, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on June 20, 2023, and approved on June 20, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk



Local Public Agency Formal Contract

Contractor's Name

Corrective Asphalt Materials, LLC

Contractor's Address

43W630 Wheeler Road

City

Sugar Grove

State

IL

Zip Code

60554

STATE OF ILLINOIS

Local Public Agency

Village of Bartlett

County

Cook

Section Number

23-00000-04-GM

Street Name/Road Name

Various

Type of Funds

MFT

CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

[Signature & Date Box]

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

[Signature & Date Box]

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

[Signature & Date Box]

Official Title

[Official Title Box]

Department of Transportation

Concurrence in approval of award

Regional Engineer Signature & Date

[Signature & Date Box]

Memo

To: Paula Schumacher, Village Administrator
From: Matthew Giermak, Golf Course Superintendent
Subject: **Bartlett Hills Golf Club Irrigation Improvement**
Date: June 12, 2023

BACKGROUND

Staff opened bids on June 5, 2023, for the Bartlett Hills Golf Club Irrigation Improvement Project. This project will replace the existing irrigation system with the latest technology in piping (HDPE), sprinkler heads, and computer controls. HDPE or high-density polyethylene, will be installed through a process known as "fusion" or welding of the pipe. This process involves heating the ends of the pipes and fusing them together while they are still in a semi-liquid state. The joined pipes then cool and set, creating a completely watertight seal eliminating the issue of leaky joints. This saves water and electrical costs as it omits pump cycling to maintain pressurization. The current irrigation system will cycle to maintain pressure on average every 7-10 minutes. HDPE piping has a lifespan of over 50 years with proper maintenance.

New sprinkler technology and computer controls will allow staff to irrigate only the areas that need water, while avoiding areas that are oversaturated with water. With the current irrigation system, staff must turn on multiple heads to irrigate one location due to sprinklers sharing a common control wire. With the new irrigation system, staff will be able to control each individual sprinkler. This will allow for specific water run times to be set precisely, down to the second rather than minute increments. To explain further, if your sprinkler only needs to run for 2 minutes and 15 seconds to apply the necessary amount of water, but our current system only allows it to run for full minute increments, then it will run for a full 3 minutes. This makes the system run an excess amount of time, 45 seconds per sprinkler head. On average a fairway sprinkler irrigates at 82 gallons per minute. In the example above, if the system runs longer than the necessary time determined by staff, an extra 61.5 gallons of water will be applied from just one sprinkler. Over the course of one irrigation cycle, this could lead to 30,750 extra gallons of water being used than what is necessary on a daily basis during the golf season.

Over the last several years, staff has been repairing the current irrigation system on a weekly basis in order to keep it functioning properly. Every morning staff drive the golf course to locate and fix heads that have not turned on or off due to communication errors with the central control and sprinkler heads. In 2022 staff repaired 10 PVC leaks and 7 broken heads. In 2023 staff have already repaired 5 PVC leaks and 5 broken heads while also troubleshooting various issues with satellite boxes. The course currently has 40 more leaks/broken sprinkler heads that need repair.

A few examples of repairs:

1. The most common repair is where the 2" bell pipe was glued together, glue is failing.
2. Sprinkler head bodies are cracked.
3. Sprinkler rotors are not rotating.
4. Swing joints are cracking, causing leaks at the base of the sprinkler head.
5. Satellite boxes are susceptible to lightning strikes causing output modules and distribution boards to fail.

6. Isolation valves getting stuck, they are not opening or closing and need to be replaced.
7. Sprinkler head actuators and solenoids continually fail, resulting in heads not turning on or failing to shut off.
8. Faulty valves in the sprinkler heads stick open, causing the head to occasionally run for long periods of time.

BIDS

The bids received for this project are as follows:

Commercial Irrigation	\$3,258,100 Toro \$3,330,850 Rainbird
Midwest Irrigation LLC	\$3,274,800 Toro \$3,274,800 Rainbird

Included in the bid document was 6 bid alternates as an add/delete. They are as follows:

- #1 – Removal of existing irrigation equipment (approximately 850 sprinklers)
- #2 – Contractor to utilize existing pump station and install new drop-z piping to tie into new main line with a associated equipment
- #3 – System was designed to have in's/out's on fairway edges; Contractor to eliminate PC "out" fairway sprinklers (with exception of right side of #9, left side of #12 and both sides of #18) – approximately (295) PC FW\ "outs"
- #4 – Contractor to utilize Toro Flex sprinklers in lieu of Infinity
- #5 – Utilize fairway loop system in lieu of specified herringbone; 3" fairway tap quantities for loop system as follows:
 - a. (1) fairway tap – Holes #3, 5, 11 and 18
 - b. (2) fairway taps – Holes #1, 2, 6, 7, 8, 9, 12, 13, 14, 15 and 17
 - c. (3) fairway taps – Holes #4, 10, 16 and DR fairway
- #6 – Eliminate (21) Driving Range field sprinklers

At this time staff recommends accepting the bid alternate pricing for deleting alternates #1 (\$25,000), #2 (\$265,750), #3 (\$327,500), #5 (\$217,750) and #6 (\$22,500). The alternates received for this project bring the total to:

Commercial Irrigation	\$2,399,600 Toro \$2,472,350 Rainbird
Midwest Irrigation LLC	\$2,692,998 Toro \$2,692,998 Rainbird

Commercial Irrigation was the lowest bidder for the Bartlett Hills Golf Club Irrigation Improvement Project for the total amount of \$2,399,600 Toro. A total of \$1,917,000 was budgeted for this project. Due to the age of the current irrigation system and the number of leaks/breaks it experiences on a daily basis, Bartlett Hills Golf Club would greatly benefit from the improvement project as it offers top of the line advancements in piping, sprinklers, and computer controls. Therefore, I recommend the

Village of Bartlett award the bid for the Bartlett Hills Golf Club Irrigation Improvement Project to Commercial Irrigation for the total amount of \$ 2,399,600.

MOTION

- **I MOVE TO APPROVE** resolution 2023- A RESOLUTION AWARDING THE BARTLETT HILLS GOLF CLUB IRRIGATION IMPROVEMENT BID TO COMMERCIAL IRRIGATION, INC.

RESOLUTION 2023 - _____

**A RESOLUTION AWARDING THE BARTLETT HILLS GOLF CLUB IRRIGATION
IMPROVEMENT BID TO COMMERCIAL IRRIGATION, 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: **AWARD.** The bid submitted by Commercial Irrigation, Inc., for the Bartlett Hills Golf Club Irrigation Improvement Project (the "Work") in the amount of \$2,399,600, as set forth on the bid proposal attached hereto as Exhibit A and expressly incorporated herein, is hereby accepted and the contract for the Work is hereby awarded to Commercial Irrigation, Inc., as the lowest responsive and responsible bidder.

SECTION TWO: **APPROVAL.** The Bartlett Hills Golf Club Automatic Irrigation Improvement Project Agreement between the Village of Bartlett and Commercial Irrigation, Inc., a copy of which is appended hereto as Exhibit B and expressly incorporated herein (the "Agreement"), is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on June 20, 2023, and approved on June 20, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

EXHIBIT A

Bond No. N/A

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Commercial Irrigation, Inc.
109 Commercial Drive
East Peoria, IL 61611

as Principal hereinafter called the Principal, and Old Republic Surety Company
a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety,
are held and firmly bound unto Village of Bartlett
228 S. Main Street
Bartlett, IL 60103

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Contract Price

Dollars (\$ 10% of C/P), for the payment of which sum well and truly to be made, the said Principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the Principal has submitted a bid for Irrigation Improvements to Bartlett Hills Golf Course

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of June, 2023

Mary Edgington
Witness

Commercial Irrigation, Inc.
Principal (Seal)
By: [Signature] President
Name/Title

Wade M. Att
Witness

Old Republic Surety Company
Surety (Seal)
By: [Signature]
William C. Voorhees Attorney-in-Fact



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS. That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

WILLIAM C. VOORHEES, COLLINS W. VOORHEES, OF PEORIA, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 6TH day of JANUARY, 2023

Karen J. Haffner

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 6TH day of JANUARY, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2026

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-1829



Signed and sealed at the City of Brookfield, WI this 5th day of June, 2023.

Karen J. Haffner

Assistant Secretary

HEDIGER & MEYERS, INC.

OLD REPUBLIC SURETY COMPANY

(800) 217-1792

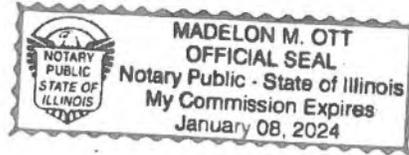
ACKNOWLEDGEMENT BY SURETY

State of ILLINOIS

County of Peoria } ss.:

On the 5th day of June, 2023, before me personally came William C. Voorhees to me known who, being by me duly sworn, did depose and say: that (s)he resides in Peoria COUNTY and is the ATTORNEY-IN-FACT of OLD REPUBLIC SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed under authority of a resolution of the Board of Directors, and (s)he signed her/his name thereto by like order.

Madelon M. Ott
NOTARY PUBLIC





VILLAGE OF BARTLETT
Bartlett Hills Golf Club Irrigation Project
ADDENDUM No. 1
RETURN WITH BID
Issued: 5/17/2023

Addendum Item 1:

Please see the revised bid alternate sheet (attached). This revised bid alternate sheet is replacing pg. 25 of the current Project Manual for Automatic Irrigation Improvement at the Bartlett Hills Golf Course, Bartlett, Illinois.

All bidders must use the revised bid alternate sheet attached to this Addendum No.1 instead of the current bid alternate sheet contained on pg. 25 of the Project Manual. Any bids submitted using the prior version of the bid alternate sheet are subject to rejection as non-conforming bids.

Provide a signed copy of the addendum with the bid proposal on the day of the bid opening.

Bidder Name: Commercial Irrigation, Inc
Contact Person _____
(Print): Dan Aeschliman President
Date: June 1, 2023
Signature: _____



REVISED BID ALTERNATE SHEET

Bid Alternates:

- ALTERNATE ADD/~~DELETE~~ #1 - Removal of existing irrigation equipment (approximately 850 sprinklers)
\$ 25,000.00
- ALTERNATE ADD/~~DELETE~~ #2 - Contractor to utilize existing pump station and install new drop-z piping to tie into new main line with all associated equipment (Contractor to verify sizing of drop-z pipe with Owner prior to installation)
\$ 265,750.00
- ALTERNATE ADD/~~DELETE~~ #3 - System was designed to have in's/out's on fairway edges; Contractor to eliminate PC "out" fairway sprinklers (with exception of right side of #9, left side of #12 and both sides of #18) - approximately (295) PC FWY "outs"
\$ 327,500.00
- ALTERNATE ADD/~~DELETE~~ #4 - Contractor to utilize Toro Flex sprinklers in lieu of Infinity
\$ 25,400.00 From Base \$7,100.00 From Alt#3
- ALTERNATE ADD/~~DELETE~~ #5 - Utilize fairway loop system in lieu of specified herringbone; 3" fairway tap quantities for loop system as follows:
a. (1) fairway tap - Holes #3, 5, 11 and 18
b. (2) fairway taps - Holes #1, 2, 6, 7, 8, 9, 12, 13, 14, 15 and 17
c. (3) fairway taps - Holes #4, 10, 16 and DR fairway
\$ 217,750.00
- ALTERNATE ADD/~~DELETE~~ #5 - Eliminate (21) Driving Range field sprinklers
\$ 22,500.00

Commodity Pricing:

2" HDPE 4710 DR13.5 Pipe (material unit price only)	\$.88	per lin. Ft**
3" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ 1.72	per lin. Ft**
4" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ 2.8	per lin. Ft**
6" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ 5.97	per lin. Ft**
8" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ 9.97	per lin. Ft**
10" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ 15.72	per lin. Ft**
12" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ 22.1	per lin. Ft**
14" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ N/A	per lin. Ft**
#14/2 Paige Electric Maxi wire for direct burial in main/lateral line (material unit price only)	\$.333	per lin. Ft.**

****Commodity pricing shall include all applicable taxes at no additional cost to the Owner. Commodity pricing will be reviewed and re-evaluated by club with winning contractor prior to purchasing material.**

FULLY COMPLETE, EXECUTE AND ATTACH ALL OF THE CERTIFICATIONS AND AFFIDAVITS INCLUDED IN SECTION VII.

Project Name	Owner	Contact	Description of Project Work	Phone	Contract Amount	Completion Date	Percentage of Work Performed by Own Forces
			*****SEE ATTACHED*****	*****			

TAX COMPLIANCE AFFIDAVIT

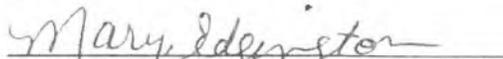
The undersigned, being the duly appointed official of Commercial Irrigation Inc
(Name of Company) ("Bidder") duly sworn and under oath hereby certifies that Bidder is
not delinquent in payment of any taxes to the Illinois Department of Revenue, and/or the
Internal Revenue Service.

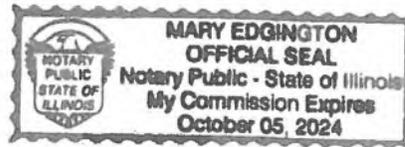

Signature Dan Aeschliman, President

STATE OF ILLINOIS)
) SS.
COUNTY OF Tazewell)

I, the undersigned, a notary public in and for the State and County aforesaid,
hereby certify that Dan Aeschliman appeared before me this day in person
and, being first duly sworn on oath, acknowledged that he/she is authorized to act on
behalf of Commercial Irrigation Inc (Company), and that he/she executed the foregoing
certificate as his/her free act and deed and as the act and deed of
Commercial Irrigation, Inc (Company).

Dated: June 2, 2023


Notary Public Mary Edgington



**CERTIFICATION THAT BIDDER
IS NOT BARRED FROM PUBLIC CONTRACTING DUE TO
BID-RIGGING OR BID-ROTATING CONVICTIONS**

The undersigned hereby certifies that Commercial Irrigation, Inc. (Name of Company) ("Bidder") is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid-rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. The undersigned further certifies that no officers or employees of the Bidder's firm have been so convicted and that Bidder is not the successor company or a new company created by the officers or owners of one so convicted. The undersigned certifies that any such conviction occurring after the date of this certification will be reported to Hanover Park Park District, immediately in writing, if it occurs during the bidding process or otherwise prior to entering into the Contract therewith.

Dated: June 2, 2023

Commercial Irrigation, Inc

(Print Name of Bidder/Company)

(Signature of Authorized Officer)

Dan Aeschliman

(Printed Name of Signatory)

President

(Title of Signatory)

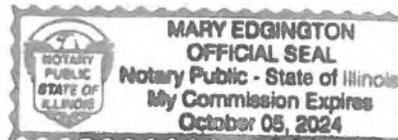
STATE OF ILLINOIS)
)
COUNTY OF Tazewell)

SS.

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Dan Aeschliman appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of Commercial Irrigation (Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of Commercial Irrigation (Company).

Dated: June 2, 2023

Mary Edgington
Notary Public Mary Edgington



**CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT
OPPORTUNITY**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any BIDDER or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity Clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Name of Bidder: Commercial Irrigation, Inc

Address: 109 Commercial Dr
E. Peoria, IL 61611

- 1 Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontractor. Yes No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. Yes No
4. If answer to Item 3 is "No", please explain in detail below.

Certification – The information above is true and complete to the best of my knowledge and belief.

Dan Aeschliman, President

Name and Title of Signer (Please Type)



Signature

June 2, 2023

Date

**CERTIFICATION THAT BIDDER HAS ADOPTED
AND MAINTAINS A WRITTEN SEXUAL HARASSMENT POLICY
AND SUBSTANCE ABUSE PREVENTION PROGRAM**

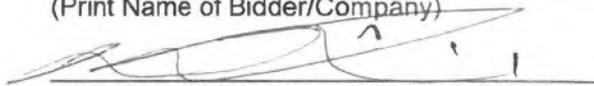
The undersigned hereby certifies that Commercial Irrigation, Inc (Name of Company) ("Bidder") has in full force and effect a written sexual harassment policy in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including at least the following:

- a statement on the illegality of sexual harassment;
- the definition of sexual harassment under Illinois law;
- a description of sexual harassment, utilizing examples;
- an internal complaint process, including penalties;
- the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
- directions on how to contact the Department and the Commission; and,
- protection against retaliation as provided by Section 6-101 of the Act.

The undersigned further certifies that such policy shall remain in full force and effect throughout the term of the Contract.

The undersigned further certifies that it has or will have in place prior to commencement of the Project Work, a written substance abuse prevention program which meets or exceeds the requirements set forth in the Substance Abuse Prevention on Public Works Projects Acts (PA 95-0635) (the "Act") to the extent required under said Act.

Commercial Irrigation, Inc
(Print Name of Bidder/Company)


(Signature of Authorized Officer)

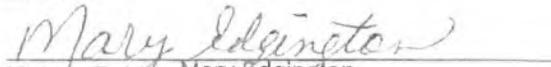
Dan Aeschliman
(Printed Name of Signatory)
President
(Title of Signatory)

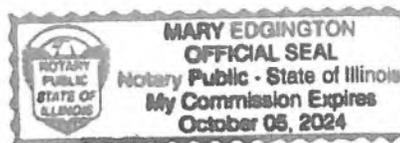
STATE OF ILLINOIS)
)
COUNTY OF Tazewell)

SS.

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Dan Aeschliman appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of Commercial Irrigation (Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of Commercial Irrigation (Company).

Dated: June 2, 2023


Notary Public Mary Edgington



**STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION**

This certification is required by the Drug Free Workplace Act (111.Rev. Stat., Ch. 127, par. 152.31 1). The Drug Free Workplace Act. Effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contractor grant payments, termination of the contractor grant and debarment of contracting or grant opportunities with the State for at least one(1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof; directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (A) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contractor grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (B) Establish a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (C) Providing a copy of the statement required by subparagraph (A) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) of Paragraph (3) of subsection (A) above from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (F) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.



Signature of Authorized Representative

Commercial Irrigation, Inc

Printed Name of Organization

Dan Aeschliman, President

Printed Name and Title

June 2, 2023

Date

[END OF BIDDER CERTIFICATIONS AND AFFIDAVITS]



1.4 TERMINATION OF CONTRACT

- A. Termination of contract will be written, giving 10 days’ notice of contract cancellation. Cancellation can be inferred by the following but is not limited to:
 1. Bankruptcy.
 2. Violation of codes, and regulations on local, state or federal levels.
 3. Inability to meet progress schedules.
 4. Progress stopped by legal order. Owner has the right to pursue to finish project and shall be reimbursed for any improvements already paid to Contractor. Owner also reserves the right to pursue any damages obtained by the fair value of the Contractor to perform said contract.

1.5 LIQUIDATED DAMAGES

- A. The liquidated damage provision or \$500.00 per day is intended as a reasonable estimate of the Owner’s damages because of the Contractors failure to complete the Work by Completion Date and as a settlement of the actual damages that might arise because of such failure. The parties agree that these damages are reasonable, bear significant relation to the actual damages that Owner might sustain, which damages Contractor and Owner agree would be uncertain and difficult to prove, and is not a penalty for the Contractors failure to perform. The acceptance by Owner of the liquidated damages set forth above shall not be deemed permission for Contractor to continue to violate its covenant to complete the Work by the Completion Date, and shall not preclude the Owner from seeking any other remedy (other than money damages) for such violation including, without limitation, specific performance or termination of the Agreement, which Owner may pursue at any time while the violation continues. If contractor fails to complete the work after a default notice has been issued; the Owner shall be entitled to obtain substitutive performance and may seek recovery of the costs, of such substitutive performance, in addition to the liquidated damages.

1.6 CONTRACTOR’S LIABILITY INSURANCE

CONTRACTOR’S ATTENTION IS DIRECTED TO SECTION VII OF THE AGREEMENT.

1.7 BARTLETT HILLS GOLF CLUB BID FORM – (pages 7-12 to be submitted as bid together with the Certifications and Affidavits Included In Section VII)

Name of Bidder Commercial Irrigation Inc.
 Address of Bidder 109 Commercial Dr
E Peoria, IL 61611

BIDS DUE: See Notice to Bidders for Instructions.

INSTALLATION DATES: Irrigation installation work to be determined between Village and Contractor. Weather days shall be granted if working conditions caused by weather and/or acts of nature prohibit the work specified during the scheduled times. Weather days shall only be added to the schedule if approved by the Owner and/or the Owner’s Representative. No weather days will be allowed for addition to completion date unless prior approval has been granted.



THE UNDERSIGNED BIDDER declares that he has examined the Drawings, Specifications and Contract Documents attached hereto, the location of the proposed work to be done, the conditions affecting the work, and is fully advised as to the extent and character of the work hazards, labor, transportation and all other factors which apply.

THE UNDERSIGNED FURTHER DECLARES that he has been regularly engaged in irrigation installation work for at least twelve years and has installed twelve complete irrigation systems on 18-hole golf courses in the last three years of size and difficulty similar to this project.

THE UNDERSIGNED FURTHER DECLARES that he is the only person interested in the said bid; that it is made without any connection with any person or persons making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or misrepresentation, and,

HEREBY PROPOSE to furnish all materials, tools, plants, equipment and all necessary labor and supervision required to construct, install, and to complete the work as stipulated in, required by, and in accordance with these Contract Documents and all addenda issued by the Owner and attached hereto, and the plans referred to them.

1.8 UNIT PRICES

All Bidders must provide Unit Prices in this section for all items. Include the following unit price and alternate information with bid form under separate section.

The undersigned agrees, **if changes to the project** are required and approved by Owner in accordance with requirements of the Contract Documents, that the cost of such changes will be determined on the basis of the following Unit Prices taken times the actual quantity of such materials, installed as a result of such change as measured by the Irrigation Consultant. **The undersigned further agrees that each Unit Price include the cost of all labor, material, sales tax, overhead, profit, insurance, and all other incidentals required to cover the completion of the work of that Unit Price item in accordance with the Drawings, Specifications and Contract Documents, including excavating, trenching and backfilling unless otherwise indicated, the sum of the unit pricing does not equal the total of the lump sum irrigation bid.**

A component of the Lump Sum Bid shall be a (50) large turf head (Sprinklers w/Decoders) contingency. This (50) head contingency shall be bid as all components necessary to install additional head(s), as the Owner or Owner's Representative see fit. These head(s) shall include piping, fittings, swing joints, wiring, splice kits, and other incidentals necessary. This contingency does not include additional controller(s). This expense if needed will be borne by the Owner. Following will be a unit price for this contingency. This contingency shall be included in the Lump Sum Bid but the Owner shall reserve the right to divide the (50) contingency unit price by (50) to determine a credit, if any, at the conclusion of the project

\$ 57,500.00 (50) PC two-wire heads

A component of the Lump Sum Bid shall be a (25) Q.C.V. contingency. This (25) valve contingency shall be bid as all components necessary to install additional Q.C.V(s), as the Owner or Owner's Representative see fit. These valve(s) shall include piping, fittings, swing joints, and other incidentals necessary. This expense if needed will be borne by the Owner.



Following will be a unit price for this contingency. This contingency shall be included in the Lump Sum Bid but the Owner shall reserve the right to divide the (25) contingency unit price by (25) to determine a credit, if any, at the conclusion of the project

	\$ 6450.00	(25) Q.C.V
Mobilization	\$ 50,000.00	site
Specified Watertronics pump station #VTV-7C-60X2/5ST-480-3-1200-120 With all associated equipment – complete (power by Owner)	\$ 265,750.00	per each
Specified pump station turbine column & shaft extension	\$ 774.00	per lin. Ft
Irrigation Contractor to Include EC Design Group, Ltd for Construction Observation & Inspection(s) as part of their base bid	\$ 18,500.00	lump sum base bid
Irrigation Contractor to Include EC Design Group, Ltd for GPS/GIS Record Drawings & Central Hydraulic Programming As part of their base bid	\$ 22,500.00	lump sum base bid
Irrigation Contractor to Include Grow-In/Quick Start Programming by Wholegood Distributor upon Irrigation Consultant & Superintendent approval prior to Irrigation Consultant final map - As part of their base bid	\$ 6,500.00	lump sum base bid
Toro INF35 LSM series part circle gear driven rotor, 1" Body w/1 ¼" swing joint, piping, fittings, 2-wire comm cable and all associated equipment	\$ 1150.00	per each
Toro INF54 LSM series full circle gear driven rotor, 1 ½" Body w/1 ½" swing joint, piping, fittings, 2-wire comm cable and all associated equipment	\$ 1150.00	per each
Toro INF55 LSM series part circle gear driven rotor, 1 ½" Body w/1 ½" swing joint, piping, fittings, 2-wire comm cable and all associated equipment	\$ 1150.00	per each
Rain Bird 752IC series part circle gear driven rotor, 1 ¼" Body w/1 ¼" swing joint, piping, fittings, 2-wire comm cable and all associated equipment	\$ 1150.00	per each
Rain Bird 900IC series full circle gear driven rotor, 1 ½" Body w/1 ½" swing joint, piping, fittings, 2-wire comm cable and all associated equipment	\$ 1150.00	per each
Rain Bird 950IC series part circle gear driven rotor, 1 ½" Body w/1 ½" swing joint, piping, fittings, 2-wire comm cable and all associated equipment	\$ 1150.00	per each
1" Quick coupler valve with swing joint & stabilizer - complete	\$ 258.00	per each



2" PE Lateral Isolation Assembly (as specified)	\$ 750.00	per each
Clow RW Isolation Valve w/HDPE Extensions (as specified)		
3"	\$ 140.00	per each
4"	\$ 1400.00	per each
6"	\$ 2000.00	per each
8"	\$ 2500.00	per each
10"	\$ 4000.00	per each
12"	\$ 4800.00	per each
14"	\$ na	per each
2" HDPE 4710 DR13.5 Pipe (labor and material)	\$ 7.30	per lin. Ft
3" HDPE 4710 DR13.5 Pipe (labor and material)	\$ 18.50	per lin. Ft
4" HDPE 4710 DR13.5 Pipe (labor and material)	\$ 19.60	per lin. Ft
6" HDPE 4710 DR13.5 Pipe (labor and material)	\$ 26.20	per lin. Ft
8" HDPE 4710 DR13.5 Pipe (labor and material)	\$ 36.00	per lin. Ft
10" HDPE 4710 DR13.5 Pipe (labor and material)	\$ 47.00	per lin. Ft
12" HDPE 4710 DR13.5 Pipe (labor and material)	\$ 55.00	per lin. Ft
14" HDPE 4710 DR13.5 Pipe (labor and material)	\$ na	per lin. Ft
Paige Electric #14/2 type Maxi Decoder wire for underground burial in main line pipe trench	\$.68	per lin. Ft
#6 AWG Solid bare copper wire (only for Smart Hub grounding) (no shielding wire required)	\$ 1.25	per lin. Ft
Paige Electric ground rod assembly w/grounding gem set	\$ 225.00	per each
Paige Electric 36" ground plate assembly w/grounding gem set	\$ 480.00	per each
Paige Electric 96" ground plate assembly w/grounding gem set	\$ 590.00	per each
Toro LSM Smart Hub field satellite - complete w/grounding (as specified and per plan)	\$ 7100.00	per each
Apple iPad/Verizon WiFi with central control application And LifeProof cover – Qty. (2) included in base bid	\$ 1000.00	per each
RF/Solar Weather Station	\$ 7,500.00	Toro per each
(as specified with power, grounding and surge)	\$21,000.00	Rainbird per each



Bermad Air/Vacuum Relief Valve (as specified) (10) on base bid \$ 850.00 per each

TORO LUMP SUM IRRIGATION BID \$ 3,258,100.00
(COMPLETE AS PROPOSED ON THE PLANS AND IN THESE SPECIFICATIONS*)
 Three Million Two Hundred Fifty Eight Thousand one Hundred Dollars

RAIN BIRD LUMP SUM IRRIGATION BID \$ 3,330,850.00
(COMPLETE AS PROPOSED ON THE PLANS AND IN THESE SPECIFICATIONS*)
 Three Million Three Hundred Thirty Thousand Eight Hundred Fifty Dollars

**All lump sum bids shall include all applicable taxes, fees and permits and related work at no additional cost to the Owner.*

NOTE: Base price for both Toro and Rainbird assume Cutting Cart Paths at all crossings and replacing with Stone only
 NO Pavement patching included

Rock Clause (where standard vibratory pulling or trenching/backhoe equipment cannot be utilized for installation)

2"	\$	Cost +10%	per lin. Ft
3"	\$	Cost +10%	per lin. Ft
4"	\$	Cost +10%	per lin. Ft
6"	\$	Cost +10%	per lin. Ft
8"	\$	Cost +10%	per lin. Ft
10"	\$	Cost +10%	per lin. Ft
12"	\$	Cost +10%	per lin. Ft
14"	\$	Cost +10%	per lin. Ft

Note: Contractor to list the standard equipment that will be utilized on their base bid installation.

Vermeer RTX 750	
(Vibratory Plow Model #)	
Vermeer RTX 750	
(Trenching Plow Model #)	
Yanmar ViO55	
(Backhoe Model #)	

Removal and replacement of all unsuitable (deleterious) material for backfill (owner supplied replacement material)	\$ <u>Cost +10%</u> per cu yd
Contractor supplied backfill material	\$ <u>Cost +10%</u> per cu yd



Bid Alternates:

ALTERNATE ADD/DELETE #1 – Removal of existing Irrigation equipment (approximately 850 sprinklers)

\$ 25,000.00

Commodity Pricing:

2" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ <u>.88</u>	per lin. Ft**
3" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ <u>1.72</u>	per lin. Ft**
4" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ <u>2.80</u>	per lin. Ft**
6" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ <u>5.97</u>	per lin. Ft**
8" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ <u>9.97</u>	per lin. Ft**
10" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ <u>15.72</u>	per lin. Ft**
12" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ <u>22.10</u>	per lin. Ft**
14" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ <u>NA</u>	per lin. Ft**
#14/2 Paige Electric Maxi wire for direct burial in main/lateral line (material unit price only)	\$ <u>.333</u>	per lin. Ft.**

*****Commodity pricing shall include all applicable taxes at no additional cost to the Owner. Commodity pricing will be reviewed and re-evaluated by club with winning contractor prior to purchasing material.***

FULLY COMPLETE, EXECUTE AND ATTACH ALL OF THE CERTIFICATIONS AND AFFIDAVITS INCLUDED IN SECTION VII.



EXHIBIT B

BARTLETT HILLS GOLF CLUB AUTOMATIC IRRIGATION IMPROVEMENT PROJECT AGREEMENT

This Bartlett Hills Golf Club Automatic Irrigation Project Improvements Agreement (the "Agreement") is entered as of this 20 day of June, 2023, by and between the VILLAGE OF BARTLETT, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois (the "Village" or "Owner") and COMMERCIAL IRRIGATION, INC., an Illinois corporation (the "Contractor") (collectively, the "Parties").

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

1. Project Work.
 - A. "Project Work" shall mean remove existing and provide complete, assembled and installed pump station with all associated equipment (power by Owner). Remove all existing irrigation components and provide complete, installed two-wire central control system, (2) Apple iPads w/LifeProof case, RF/solar weather station, sprinklers, HDPE mainline and laterals and all associated equipment for the proper operation of an automatic sprinkler system, and all ancillary work on the Project Site, to be performed in strict compliance with the below defined Contract Documents (the "Project Work").
 - B. "Project Site" shall mean the Bartlett Hills golf Course, 800 West Oneida Avenue, Bartlett, Illinois, 60103.
 - C. "Contract Documents" shall mean each of the following described documents each of which is set forth in the Project Manual for the Automatic Irrigation Improvements dated May 3, 2023, including, but not limited to:
 - i. Notice to Bidders
 - ii. General Terms and Conditions
 - iii. General Requirements
 - iv. Specifications for the Automatic Irrigation Improvements Project at Bartlett Hills Golf Club, Bartlett, Illinois, broken down into the following sections:
 - I. General Conditions
 - II. Bidding Instructions
 - III. Project Closeout
 - IV. Irrigation System Parts 1 - 3
 - V. Electrical Parts 1 - 2
 - VI. Pump Station Parts 1 - 4
 - VII. Bidder Certifications and Affidavits Pg 55 - 62
 - VIII. Appendix - Project Agreement Pg 63 - 81



- v. Drawings included in the Project Manual and any other drawing entitled "Bartlett Hills Golf Club" prepared by EC Design Group dated April 3, 2023, last revised consisting of 11 sheets.
 - vi. Contractor's Bartlett Hills Golf Club Bid Proposal dated June 2, 2023, including the following Bidder certifications:
 - (a) Affidavit of Experience/Minimum Qualification Document.
 - (b) Substance Abuse Prevention on Public Works Project Act.
 - (c) Contractor Compliance Attachment.
 - (d) Certification That Bidder is Not Barred From Public Contracting Due to Bid Rigging or Bid Rotating.
 - (e) Certification of Bidder Regarding Equal Employment Opportunity Instructions.
 - (f) Certification That Bidder has Adopted and Maintains a Written Sexual Harassment Policy.
 - (g) State of Illinois Drug Free Workplace Certification.
 - (h) Tax Compliance Affidavit.
 - vii. Attached Addendum No.1 issued prior to receipt of bids.
 - viii. This Bartlett Hills Golf Course Automatic Irrigation Improvement Agreement.
 - ix. The Performance Bond and the Labor and Material Payment Bond.
 - x. All documents set forth in the Project Manual for the Automatic Irrigation Improvements Project prepared by EC Design Group, dated April 3, 2023 (the "Project Manual") which is expressly incorporated herein by reference,
- D. "Professional Irrigation Consultant" or "Consultant" shall mean Erik Christiansen Design Group, Ltd., 400 5th Street, West Des Moines, IA, 50265, phone 515-225-6365.
2. Completion Date.
- A. Contractor shall complete the Project Work in strict compliance with the Contract Documents on or before September 1, 2024. Time is of the essence of this Agreement.



3. Contract Sum and Payment Terms.

- A. The contract sum for the Project Work is **\$2,399,600**, consisting of the Base Bid and deleting Alternates #1, 2, 3, 5, and 6, as selected by the Owner (the "Contract Sum"). The Contract Sum includes all costs attributable to the Project Work, Repair Work, Restoration Work and Warranty Work, including but not limited to, all materials, equipment, labor, permits, licenses, insurance, additional insured endorsements, certifications, as built drawings, testing, removal and disposal of construction debris, warranties, payment of Prevailing Wages, Performance and Payment Bonds, fees, expenses, costs, profits and overhead required under the Contract Documents.
- B. Contractor shall provide monthly invoices to the Village throughout the Project Work. It shall be a condition precedent to the Village's obligation to make a monthly progress payment that the Contractor shall have submitted to the Owner's Representative, with copies to the Professional Irrigation Consultant, not less than seven (7) days prior to the first day of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents":
- (i) An itemized Application of Payment for operations and Continuation Sheets using AIA G702 and G703 supported by such data to substantiate the Contractor's right to payment as the Village and/or the Professional Irrigation Consultant may require, such as copies of requisitions from material suppliers, and reflecting a 10% retainage until the Professional Irrigation Consultant determines 50% of the Project Work has been completed, after which the retainage shall be reduced to 5%, until final acceptance has been made by the Village. Payments shall be further reduced by such additional amounts as Professional Irrigation Consultant and/or Village determines for non-conforming work and unsettled claims.
 - (ii) A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company.
 - (iii) **Current Partial Waivers of Lien** from the Contractor and from all subcontractors of every tier that furnished labor, materials and/or equipment in connection with the Project Work and from all material suppliers that supplied material in connection with the Project covering such period. **Trailing Waivers of Lien will not be accepted.**
 - (iv) All of the Contractor's Progress Payment Documents shall be sworn to and notarized.
 - (v) Such additional documentation and/or information requested by the Village and/or Professional Irrigation Consultant relative to said payment and/or as otherwise required under the Contract Documents.
 - (vi) proof that Certified Payrolls (defined below) have been filed with the Illinois department of Labor ("IDOL") by the Contractor and its subcontractor(s) for the applicable pay periods.



- C. No payments shall be made by the Village for any materials, goods, supplies and/or equipment until said materials, goods, supplies and/or equipment have been incorporated into the Project Work and are otherwise in strict compliance with the Contract Documents, and further subject to the requirements of this Section 3.
- D. Upon substantial completion, Contractor shall comply with Article 6.III. of the Specifications under the heading "Project Closeout". Prior to Final Acceptance all work required shall be completed. With the Contractor's Final Payment Request in addition to the items listed in Article III Section 1.3, Contractor shall submit the following documentation to the Village:
- i. An itemized Application of Payment for operations and Continuation Sheets using AIA G702 and G703 supported by such data to substantiate the Contractor's right to payment as the Village and/or the Professional Irrigation Consultant may require, such as copies of requisitions from material suppliers, and reflecting a 5% retainage until after final acceptance has been made by the Village. Payments shall be further reduced by such additional amounts as Professional Irrigation Consultant and/or Village determines for non-conforming work and unsettled claims.
 - ii. General Contractor's Sworn Statement in form customarily used by Chicago Title & Trust Company, and final lien waivers from: (a) Contractor; (b) all subcontractors of every tier that furnished labor and/or materials in connection with the Project Work; and (c) all suppliers that furnished materials and/or equipment in connection with the Project Work; proof of filing of Certified Payrolls with the Illinois Department of labor (the "IDOL") from Contractor and all subcontractors that furnished labor in connection with the Project as required in Subsection G; and such other documentation required under the Contract Documents and/or required by Owner and/or Professional Irrigation Consultant (collectively, the "Final Payment Request Documentation").
 - iii. Contractor shall perform testing and demonstrations, and submit all reports, certifications and documentation required under the Contract Documents, the cost of which is included in the Contract Sum.
 - iv. Following receipt of the Final Payment Request Documentation and all certifications, testing, reports, guaranties, as-built drawings and all documents and submittals required under the Contract Documents, and following the Village and Professional Irrigation Consultant's determination that the Project Work has been completed in strict compliance with the Contract Documents and is free from defects, the Village shall tender payment to the Contractor of the balance of the Contract Sum, subject to the terms and conditions herein.
- E. It shall be a condition precedent to any payment required by the Village hereunder, that the Village and the Professional Irrigation Consultant have determined that the Project Work being invoiced is free from any defects and has been completed in accordance with the terms and conditions herein. The Village shall deduct from the final payment hereunder, amounts as determined for incomplete Project Work, including but not limited to 110% of the value of the punch list work, and any



- required Restoration Work, and for any unsettled claims, and further subject to the conditions herein.
- F. Payments shall be further contingent upon the consent of the surety issuing the Performance Bond and the Labor and Material Payment Bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety or the issuer shall be withheld without any liability to the Village.
 - G. In the event the Contractor, Village and/or Professional Irrigation Consultant is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Village, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s), letter of credit or cash bond as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Village attorney and with an indemnification agreement and an additional mechanic's lien bond, letter of credit or cash bond in form approved by the Village attorney and issued by a surety company or issuer acceptable to the Village.
 - H. It shall also be a condition precedent to any payment hereunder that Contractor and its subcontractors must complete and submit certified payrolls to the Illinois Department of Labor covering all payouts in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) using forms furnished by the Illinois Department of Labor (IDOL) or utilizing IDOL's portal (the "Certified Payrolls"). The Village will not process or release any payments prior to receiving proof that all Certified Payrolls have been filed with the IDOL relative to each applicable pay application.
 - I. Notwithstanding the foregoing, in no event shall the Village's acceptance of the Project Work, Contractor's Progress Payment Documents, Contractor's Final Payment Request Documentation, and/or any certification and/or the Village's payments to Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required under the Contract Documents.
- 4. Intentionally Omitted.
 - 5. Non-Discrimination. Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation, color, national origin, marital status, ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.
 - 6. Compliance With Law. All goods, equipment, materials, and all labor furnished by Contractor and Contractor's Agents (defined below) shall comply with all applicable



federal, state and local laws, regulations, rules, ordinances, statutes and codes relative thereto including, but not limited to, the Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, Illinois and United States Department of Labor (IDOL and USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental Laws (defined below), and the Village of Bartlett Ordinances, including but not limited to the DuPage County Stormwater Ordinance, as amended, adopted by and incorporated by reference into the Village of Bartlett codes, ordinances and regulations, with the most stringent standards governing (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the below defined Indemnified Parties from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any Law(s) related to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

7. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village of Bartlett, and its Village President and Board of Trustees, officials, officers, employees, and volunteers, and Erik Christiansen Design Group, Ltd., and its officers, directors, shareholders, employees and agents (collectively, the "Indemnified Parties" or individually an "Indemnitee"), from and against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, including but not limited to legal defense costs, attorney's fees, court costs, settlement judgments, prejudgment interest, post judgment interest, whether by direct suit or third parties which may in any way arise directly or indirectly from the Project Work, including without limitation the Project Work, the Repair Work, the Punch List Work, and/or the Warranty Work provided hereunder caused in whole or in part by any negligent act and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them and/or anyone directly or indirectly employed by any of them and/or anyone for whose acts and/or omissions any of them may be liable (collectively, "Contractor's Agents"); except where caused by the active negligence, sole negligence or willful misconduct of the Village, or with respect to the Professional Irrigation Consultant as the Indemnitee, except to the extent that the claim is caused by the negligence, recklessness or willful misconduct of the Consultant. In the event of any such suit, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any of them, in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and/or termination of the Agreement.
8. Binding Obligation and Non-Assignability. Contractor shall not assign the whole or any part of this Agreement without the written consent of the Village. All



subcontractors shall be approved by the Village. Any such assignment by Contractor without the Village's written approval shall be null and void.

9. Taxes. The Village is a Tax Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. Notwithstanding the forgoing, it shall be Contractor's responsibility to determine and pay all applicable taxes attributable to the Project Work. All such taxes are included in the Contract Sum.
10. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, Project Site inspection, equipment inspection, and represents and warrants that the Contractor Documents and depictions are adequate and the required results can be produced under the Contract Documents and requirements herein. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.
11. Insurance. Contractor shall procure and maintain for the duration of the Agreement, and for three (3) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Project Work hereunder by the Contractor, its agents, representatives, employees, subcontractors, and material suppliers, or any of them.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be not less than \$5,000,000. If Contractor maintains said types and breadth of CGL coverage but with limits of only \$2,000,000 per occurrence and \$4,000,000 aggregate CGL coverage, Contractor can satisfy the CGL aggregate coverage requirements if in addition to said \$2,000,000/\$4,000,000 limits Contractor also maintains excess umbrella liability coverage of not less than \$1,000,000 each occurrence and \$1,000,000 general aggregate limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.



3. **Workers' Compensation** insurance as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Village requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Village.

B. Self-Insured Retentions

Self-Insured retentions must be declared to and approved by the Village. At the option of the Village, either: the Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the Village, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Village guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Village.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions;

1. **The Village of Bartlett and its Village President and Board of Trustees, officers, officials, employees, and volunteers, and Erik Christianson Design Group, Ltd. and its officers, directors, shareholders, employees, and subconsultants (collectively, the "Additional Insureds") are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if a later edition used).
2. For any claims related to this Project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Village.

D. Claims Made Policies

CGL coverage shall be on an occurrence basis. If any other coverage required is written on claims-made coverage form the following shall apply thereto:

1. The retroactive date must be shown and must be before the execution date of the contract or the beginning of the Project Work.



2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Project Work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of the Project Work.
4. A copy of the claims reporting requirements must be submitted to the Village for review and approval.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Village.

F. Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Village for all work performed by the Contractor, its employees, agents and subcontractors.

G. Verification of Coverage

Contractor shall furnish the Village with original certificates and amendatory endorsements or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Village before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Village reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

H. All Insurance Obtained Shall Apply Separately to Each Insured.

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

I. Insurance Requirements Cannot be Waived by Village.

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

1. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
2. failing to review any Certificates of Insurance received;
3. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or



4. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

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

J. Liability of Contractor is not Limited by Purchase of Insurance.

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

K. Notice of Personal Injury or Property Damage.

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

L. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, except the amount of CGL insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage, and Contractor shall ensure that the Village is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

12. Performance Bond, Labor and Material Payment Bond. Prior to commencement of the Project Work, Contractor shall furnish the Village with a Performance Bond and Payment Bond each in the amount of 110% of the Contract Sum using AIA-312 Forms (2010) or in form otherwise acceptable to the Village, co-signed by a surety licensed by the Illinois Department of Insurance to issue and sign sureties, which surety shall have a financial strength rating (FSR) of not less than "A-" by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency, and naming the Village of Bartlett as primary obligee (the "Performance and Payment Bonds") to guaranty the performance of the Contractor's obligations under the Contract Documents, completion of the Project Work and the Contract, and the payment of all labor and materials furnished for the Project Work, Warranty Work, Repair Work and/or Restoration Work, including but not limited to the payment of the below defined Prevailing Wages. The cost of said Performance and Payment Bonds are included in the Contract Sum set forth in paragraph 3.



13. Illinois Prevailing Wage Act

- A. All laborers, workers and mechanics employed by Contractor and/or by any subcontractor(s) performing any Project Work, Repair Work, Restoration Work, and/or Warranty Work shall be paid wages (hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) (the "Act") (hereinafter "Prevailing Wages"). Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling.
- B. The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of Prevailing Wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages. Any increase in costs to the Contractor due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Village. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required under the Act, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, workers, and/or mechanics engaged in the work and for insuring strict compliance with the requirements of the Act, including but not limited to providing certified payrolls to the IDOL in strict accordance with the Act using forms and affidavits furnished by IDOL (the "Certified Payrolls"), and providing proof of filing of Certified Payrolls with the IDOL to the Village with each applicable application. Copies of the 3/1/2023 prevailing wage rates for Cook County, Illinois are attached hereto. Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL) from time to time. Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for Cook County, Illinois as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates as may be applicable to a given pay period are available at IDOL's website: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

14. Warranty.

- A. Contractor shall assign all manufacturers' warranties for the Project Work to the Village. Notwithstanding such assignments, Contractor expressly warrants to the Village that all materials, supplies and all labor furnished on or for the Project Work will be free from defects, and Contractor shall repair and/or replace such defective supplies, materials and/or Project Work, at no cost to the Village for a period of one (1) year commencing upon the final acceptance of the Project Work by the Village, and two (2) years after said acceptance for the pump station and the restoration of all settlement from acceptance as well as all pipe and/or fitting failure and materials to cover pipe/fittings failures due to defective material or faulty workmanship. All PW work not meeting industry standards shall be removed and replaced at no charge to the Owner. These warranties are in addition to, and not in lieu of, the warranties set forth in the Project Manual, including the manufacturer



warranty set forth in Section 3.9 of the Specifications, and/or Drawings. Project Work performed under these warranties and/or those set forth in the Project Manual and/or Drawings are hereinafter referred to as "Warranty Work". All Warranty Work shall be completed within fourteen (14) days of Contractor's receipt of notice from the Village demanding the Warranty Work, weather permitting (the "Warranty Completion Date").

- B. If the Drawings and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot warrant for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting its bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.
15. Default. In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including recovery of its reasonable attorney's fees and costs.
16. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; or (c) via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

If to Contractor:
Dan Aeschliman
Commercial Irrigation, Inc.
109 Commercial Drive
East Peoria, IL 61611

If to Professional Irrigation Consultant:
Erik Christiansen Design Group, Ltd.
400 5th Street
West Des Moines, IA, 50265
Attn: Erik Christiansen
Phone: 515-225-6365
Email: erik@ecdesigngroup.com

If to the Village:
Village of Bartlett
228 South Main Street
Bartlett, IL, 60103
Attn: Matt Giermak
Email: mgiermak@bartlettill.gov

With a copy to:
Kurt S. Asprooth
Ancel Glink, P.C.
140 S. Dearborn Street
Chicago, IL 60603
Email: kasprooth@ancelglink.com



Either party hereto may change the place of notice to it by sending written notice to the other party.

17. Repair Work. Contractor shall repair any damage to the Project Site and/or any other Village property attributable to acts and/or omissions of Contractor and/or Contractor's Agents and/or otherwise attributable to the Project Work and/or Warranty Work (the "Repair Work"). The Repair Work shall be completed within five (5) days of the Contractor and/or Contractor's Agent causing such damage (the "Repair Completion Date").
18. Punch List Work. Punch List Work shall mean the work created at Project Closeout.
20. Limitation on the Village's Liability. The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Village and other Indemnified Parties and agrees not to make any claim or demand for such damages against the Village and/or other Indemnified Parties.
21. Hazardous Substances and Material Safety Data Sheets.
 - A. Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site and/or any other property owned, leased or controlled by the Village (collectively, "Subject Property") by Contractor and/or Contractor's Agents. If the presence of Hazardous Substances brought upon, kept, stored or used in or about the Subject Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the above defined Indemnified Parties from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

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

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



C. When applicable, the Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & "Right to Know" law (820 ILCS 255/1, et seq., 820 ILCS 220/0.01, et seq., and 820 ILCS 225/0.1, et seq.)

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

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

23. Change Orders.

- A. Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Project Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Professional Irrigation Consultant. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Village President and Board of Trustees ("Corporation Authorities") shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Project Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Village Administrator or the Corporate Authorities.
- B. For any adjustments to the Contract Sum based on other than the unit prices method, the Contractor agrees to change and accept payment for its overhead and profit at the following percentages of the cost attributable to the change in the Project Work:
- i. Ten percent (10%) of Project Work by the Contractor not involving subcontractors.
 - ii. Five percent (5%) for Project Work by subcontractors.
 - iii. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any.
 - iv. For additional Project Work ordered as described which will be executed by subcontractors of the Contractor, it is agreed subcontractors will be permitted to charge ten percent (10%) for Project Work not involving sub-subcontractors and five (5%) for Project Work by sub-subcontractors. To the net Subcontract amount the Contractor may add five (5%).



24. Relationship of the Parties.

- A. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Village, and therefore is not entitled to any benefits provided to employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Village. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.
- B. Contractor shall at all times have sole control over the manner, means and methods of performing the services and Project Work required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted for results. Neither the Village nor Professional Irrigation Consultant shall have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Project Site and all other persons who may be affected thereby. The Professional Irrigation Consultant shall not have any authority to stop the work of the Contractor or the work of any subcontractor on the Project.

25. Exhibits and Contract Documents. All Exhibits and Contract Documents referred to herein are expressly incorporated herein and made a part hereof as though fully set forth herein.

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

27. No Waiver of Immunities and/or Privileges. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village and/or any of its officials, officers, employees, volunteers and/or agents as to any liability whatsoever, and all such immunities and privileges are expressly reserved.



28. Illinois Human Rights Act. The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5/1-101, et seq.) and Contractor represents and warrants to the Village as follows:
- A. That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.
 - B. That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized
 - C. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - G. That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the Contract obligations are undertaken or assumed, so that each provision will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by



the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

29. Architectural Barriers Act, American with Disabilities Act, and Illinois Accessibility Code. Contractor shall comply with the Architectural Barrier Act of 1968, as amended (42 U.S.C. § 4151 *et seq.*), the Americans with Disabilities Act of 1990 (ADA), as amended, including but not limited to changes made by the ADA Amendments Act of 2008 (P.L. 110-325), the Illinois Accessibility Code, as amended, and any and all applicable federal, state and local laws pertaining to accessibility with the most stringent requirements controlling.
30. Clean Air Act and Federal Water Pollution Control Act. Contractor shall comply with the Clean Air Act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined above) with the most stringent laws controlling.
31. Completion Date. The Contractor shall commence the work with authorization from the Owner pending delivery of the signed Agreement, requisite insurance, performance bond, and payment bond approved by the Owner, and issuance of a Notice to Proceed. The Project Work shall be completed by September 1, 2024.
32. Removal and Disposal. The Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.
33. Work by Trade Unions. If the Project Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Project Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.
34. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Village or the Contractor, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to pandemic, epidemic, strikes, riots, acts of god, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of the parties including, without limitation, inclement climatic conditions and delays in the issuance of permits and approvals.



35. Miscellaneous

- A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.
- B. This Agreement may be executed in any number of counterparts, and by the Village and Contractor on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.
- C. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.
- D. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.
- E. In construing this Agreement, section headings shall be disregarded.
- F. Time is of the essence of this Agreement and every provision contained herein.
- G. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.
- H. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.
- I. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.
- J. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent and demanding requirements shall control.
- K. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.



VILLAGE OF BARTLETT

By: _____
Kevin Wallace, Village President

Attest:

Lorna Gilles, Village Clerk

COMMERCIAL IRRIGATION, INC.

By: _____
Name:
Title:

Attest:

Name:
Title: