

VILLAGE OF BARTLETT
BOARD AGENDA
JULY 18, 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 20, 2023
- *7. BILL LIST: July 4 & 18, 2023
8. TREASURER'S REPORT: May, 2023
Sales Tax Report – May, 2023
Motor Fuel Tax Report – May, 2023
9. PRESIDENT'S REPORT:
 - A. Vicky Anderson Illinois DARE Officer of the Year
 - B. Tammy Schulz 30 Year Proclamation
 - C. Jim Durbin Retirement Proclamation
 - D. National Night Out Proclamation
 - E. National Night Out Awards Recognition
10. QUESTION/ANSWER: PRESIDENT & TRUSTEES
11. TOWN HALL: (Note: Three (3) minute time limit per person)
12. ADJOURN TO COMMITTEE OF THE WHOLE MEETING
 - A. Hawk Hollow Middle School
13. RECONVENE BOARD MEETING
14. STANDING COMMITTEE REPORTS:

A. BUILDING AND ZONING COMMITTEE, CHAIRMAN GUNSTEEN

1. Ordinance Approving an Amendment to the Village of Bartlett Future Land Use Plan, a Rezoning, a Plat of Consolidation, a Plat of Vacation, and a Site Plan for Hawk Hollow Middle School
2. Resolution Approving an Intergovernmental Agreement Between the Village of Bartlett and the Board of Education of School District U-46
- *3. Resolution Approving an Agreement Between the Village of Bartlett and Spitzer Cook, LLC, Rana Real Estate, LLC, and Orange Crush, LLC
- *4. Ordinance Granting a Special Use Permit for Bartlett Liquors and Wine at 1072 Army Trail Road
- *5. Ordinance Granting a Special Use Permit to Allow the Serving of Beer and Wine at Orchards Gaming Café at 978 S. Bartlett Road

B. COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

- *1. Yummy Poke BEDA Grant Approval

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

1. None

D. LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

- *1. Ignite the Courage Class D Liquor License Request
- *2. Hanover Township Class D Liquor License Request

E. POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI

- *1. Resolution Waiving Advertising for Bids and Approving the Purchase of a Police Patrol Vehicle from Morrow Brothers Ford, Inc.

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

- 1. A Resolution Approving of an Engineering Services Agreement Between the Village of Bartlett and Chastain and Associates, LLC for Phase I And II Engineering for the Oak Avenue STP Resurfacing Project
- 2. Resolution Approving of Change Order #4 to the Contract Between Joseph J. Henderson & Son, Inc. and the Village of Bartlett for the Bittersweet Water Reclamation Facility Improvements for a \$263,909.77 Increase in the Original Contract Sum
- 3. Resolution Approving Amendment No. 2 to the Engineering Services Agreement Between the Village of Bartlett and Strand Associates, Inc. for the Bittersweet Wastewater Treatment Plant Improvements
- *4. Resolution Approving of the Renewal of the First Amended Agreement for Sanitary Sewer Main Lining Between the Village of Bartlett and Hoerr Construction, Inc.
- *5. Resolution Approving of the 2023 Various Streets Resurfacing Project Agreement Between the Village of Bartlett and Schroeder Asphalt Services, Inc.
- *6. Ordinance Amending the Bartlett Municipal Code Section 6-11-1303.1: Schedule V, No Parking Zones
- *7. Ordinance Amending the Bartlett Municipal Code Section 6-11-802.2: Left Turn Prohibited Location
- *8. Resolution Approving of the Second Amendment to the Software License and Service Agreement Between the Village of Bartlett and Passport Labs Inc.
- 9. Resolution Awarding the Bartlett Hills Golf Club Irrigation Improvement Bid to Commercial Irrigation, Inc.

15. NEW BUSINESS

16. QUESTION/ANSWER: PRESIDENT & TRUSTEES

17. ADJOURNMENT



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1. CALL TO ORDER

President Wallace called the regular meeting of June 20, 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, Public Works Engineer Bob Allen, Planning and Development Director Kristy Stone, Grounds Superintendent Matt Giermak, Police Chief Geoff Pretkelis, Deputy Chief Jim Durbin, Deputy Chief Will Naydenoff, Village Attorney Kurt Asprooth and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Dean Annen from Village Church of Bartlett 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 Suwanski stated that she would like to add item 12.E.1; Resolution 2023-63-R, a Resolution Waiving Advertising for Bids and Approving the Purchase of Tasers and Body Worn Cameras Through the Sourcewell Government Purchasing Cooperative to the Consent Agenda.



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Trustee Deyne stated that he would like to add item 12.F.1; Resolution 2023-64-R, a Resolution Approving of the Oak Avenue/Oneida Avenue Parking Lots Project Agreement Between the Village of Bartlett and Abbey Paving Co., Inc. 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 Amend the Consent Agenda, and the items designated to be approved by Consent therein.

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

Mr. Dowden stated that the Treasurer's Report for the month of April is included in the packet. This is a preliminary month since they are working on annual adjustments. Also included is the sales tax report and they received \$281,334 that was up \$34,074 or 14% from the prior year. On the year, they are up about \$436,000 from the prior year or 12.5%.



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As far as MFT tax, we received \$146,038 that was up \$7,759 or 5% from the previous year. They are pretty close to the budget at \$1.67M before the Rebuilt Illinois Funds.

In regard to the Local Government Distributive Fund (LGDF), they received \$576,000 for the income tax that brought them to a total of \$6,641,682 at the 6.16%. If they were still getting the full amount, they would be at about \$10,844,504. For the new State budget coming up that started in July, it will increase to 6.47% which is about a 5% increase. It will increase their distribution to about \$330,000.

9. PRESIDENT'S REPORT

President Wallace read a Proclamation recognizing Paula Schumacher for 30 years of service to the Village of Bartlett.

Village Administrator Paula Schumacher thanked the board for the kind proclamation and the opportunity to serve the village. She thanked the Mayor and the Village Board for the opportunity to serve the Village of Bartlett. "It is a privilege to do what I do every day with people who care so deeply about our community. Scott told me to take a minute and enjoy tonight and feel proud. I do feel proud, but I feel even more lucky. I have been very lucky, there have been many changes in my life, but Bartlett has been the constant. It has been a constant, but not static. Bartlett is constantly changing and presenting new prospects. Because of that, I have been fortunate to have been able to grow in place. It has been and is a blessing to work with the amazing team at the village. They are generous with their time and their talent and support.

I've also been blessed to have a family that understands the commitment to public service, who have encouraged me in every way possible. My sister pointed me toward this profession when I did not know what I wanted to do with my Political Science degree. She was working at the City of Lake Forest for the City Manager, and she suggested that I talk to her boss and he told me about this job that I did not know existed and what steps I needed to take to become a city manager. My Dad drove me out to Bartlett for my interview for the intern position because he didn't want me driving all the way out here alone. We used a paper map to find Bartlett and he waited in Humbract's coffee shop while I did my interview. Most people here know that night meetings and civic events take you away from the dinner table and other family events, so Bill and my sons get their own share of thanks for their flexibility and helping me be fully present where I need to be. When I pause and look back, I am especially grateful for the people I have met and the friendships I have made. It certainly doesn't feel like 30 years, and I guess that is a good sign."



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President Wallace thanked her for everything.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES - None

11. TOWN HALL

Michael Werden, 431 S. Main Street

Mr. Werden congratulated Paula and stated she is a wonderful asset to the community. He spoke about connectivity issues in Bartlett and keeping thoroughfares open. He sited several areas in town and why some connect and others don't. He talked about the current issue with Fair Oaks and Gerber Roads on the proposed school property. School District U-46 wants the village to renounce it and give away the right of way, something that has been planned for years. They would also benefit from Fair Oaks being realigned because the intersection at Army Trail and Fair Oaks Road is a much flatter, wider intersection. At the last Planning and Zoning meeting, they said that 60% of the traffic would go north and 40% south. The problem is that Gerber Road has quite a sharp incline down to Army Trail Road and is a narrow intersection that is not conducive to school busses. He encouraged them not to fall down on another thoroughfare that is going to be reneged from Bartlett residents and not allow it to go through.

Kevin Andeway, 233 Hawk Hollow Drive

Mr. Andeway stated that the last meeting they had with the Planning & Zoning Commission, they proposed a 6-foot fence on the back lot of homeowner's properties. They would like to propose an 8-foot fence according to Village Code in an Allegheny Beige Granite Vinyl Fence for aesthetic purposes. They also talked about traffic flow and since they are building an entrance road into the school, adjacent to Jacaranda Drive, this is only 115-feet from Hawk Hollow Drive. The lane they are proposing will block the intersection for them to get out in the morning. They also talked about lighting in the parking lots and propose that arborvitae trees be planted on the adjacent side of the fence. They are waiting for a response from U-46.

Blair Elam, Hoffman Estates, IL

Mr. Elam stated that he has experience with engineering firms as well as being a teacher and a school bus driver for the last eleven years. From a teacher's perspective, you want to make sure your students are there on time. With the Gerber Road location and buses having a big back end, if a bus were going westbound on Army Trail Road and try to make the turn, it will be very tough. He felt that there will be a backup of buses in both directions, not to mention slick roads in the winter and accidents. Fair Oaks Road has a nice wide entrance location and good turning area. He encouraged U-46 to choose Fair Oaks Road.



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12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated that there was no report.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that the Bartlett Economic Development Assistance (BEDA) Revisions and Resolution 2023-66-R, a Resolution Approving an Agreement Between the Village of Bartlett and A5 Group, Inc. were covered and approved under the Consent Agenda.

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

Trustee LaPorte presented Resolution 2023-62-R, a Resolution Approving an Amendment to the FY2023/24 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. This is for the 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 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.

Finance Director Todd Dowden stated that the Oneida & Oak and South Oak (across from More Brewing) parking lots were combined into one bid to make it more efficient for going out to bid and construction. The Oneida lot was budgeted in the MFT Fund last year and was not completed. Instead of coming out of MFT, since it was bid together with South Oak, it needs to come out of other funds. That is why Municipal Building funds are being used for the Oneida parking lot. For the South Oak lot, \$400,000 was budgeted this year (2023-24 budget) and we expected to spend \$100,000 last year (2022/23 budget). Total project cost for South Oak lot is \$500,000. The total project bid including both lots was \$606,000 plus contingencies bringing it up to \$650,000.



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Trustee LaPorte moved to approve Resolution 2023-62-R, a Resolution Approving an Amendment to the FY2023/24 Budget and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO APPROVE RESOLUTION 2023-62-R, APPROVING AN AMENDMENT TO THE FY2023/24 BUDGET

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

NAYS: None

ABSENT: None

MOTION CARRIED

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that the Fourth of July Parade Permit Request; Fourth of July Carnival License Application; Fourth of July Fireworks Permit Request; Fourth of July Class D Liquor License Request were covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that Resolution 2023-63-R, a Resolution Waiving Advertising for Bids and Approving the Purchase of Tasers and Body Worn Cameras Through the Sourcewell Government Purchasing Cooperative was covered and approved under the Consent Agenda.

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Resolution 2023-64-R, a Resolution Approving of the Oak Avenue/Oneida Avenue Parking Lots Project Agreement Between the Village of Bartlett and Abbey Paving Co., Inc.; Resolution 2023-67-R, a Resolution Adopting the Village of Bartlett Urban Forestry Management Plan; Ordinance 2023-68, an Ordinance Amending Title 7, Public Ways and Properties, Chapter 2, Trees and Shrubs; Resolution 2023-69-R, a Resolution Approving of the 2023 Pavement Marking Project Agreement Between the Village of Bartlett and Superior Road Striping, Inc.; Resolution 2023-70-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 were covered and approved under the Consent Agenda.

Trustee Deyne presented Resolution 2023-65-R, a Resolution Awarding the Bartlett Hills Golf Club Irrigation Improvement Bid to Commercial Irrigation, Inc.



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He stated that 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 would be installed through a process known as "fusion" or welding of the pipe. These pipes have a life expectancy of 50 years with proper maintenance. Several measures/addendums were made to drive down the price of this system. They include taking out roughly 295 heads, no pump house, different piping design, no range field heads, and staff will remove the existing heads. Without such adjustments the project would have been close to an extra \$858,500.

Budget consideration: When the irrigation system was proposed, it was determined that it would come out of developer deposits and paid back through a loan of \$100,000 a year for 20 years. Given the cost of the bids, it is recommended that the payback period be extended to 24 years.

Trustee Deyne moved to approve Resolution 2023-65-R, a Resolution Awarding the Bartlett Hills Golf Club Irrigation Improvement Bid to Commercial Irrigation, Inc. and that motion was seconded by Trustee Suwanski.

Grounds Superintendent Matt Giermak stated that the budget number was created in June of 2022. They came up with that number by looking at recent projects that went out for bid in that timeframe. At that time, there were not many golf courses installing irrigation systems in our area. They did find a golf course in DeKalb that was approximately \$3,000 per head. A year later, the price increased due to cost of material and prevailing wage. He stated that the current system is PVC piping which has a life expectancy of about 10 to 30 years depending on location and maintenance. The current system was installed in 1998 they have routine pinhole leaks in the PVC pipes. The golf course has 3.6 miles of PVC pipe and in one mile there is 264 coupling connects. They are currently leaking all over the golf course. They have 750 sprinkler heads which are in bad shape.

Trustee Gandsey stated that the new system will be superior quality.

Mr. Giermak agreed and spoke about the amount of water wasted with this leakage. The new system is leakproof.

Trustee Gandsey asked if there contacted any other companies aside from the companies that bid the job.

Mr. Giermak stated that they have dealt with the four major irrigation installers in the area and three placed bids.



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Trustee Gandsey asked if there was a way to call and get a couple more bids.

Mr. Giermak stated that the fourth bidder chose not to participate in the proposal project because they are locked in for the next couple of years with projects.

Trustee Deyne stated that this work could be scheduled for the end of summer/beginning of fall and interruption of play would be minimal. They would still maintain the revenue base that they currently have even while this was going on.

Trustee Suwanski asked if there was annual maintenance and who performs it and what is the cost.

Mr. Giermak stated himself and his assistant will maintain - the cost is minimal.

Trustee LaPorte asked how much time does he and his staff put into maintaining a poorly running system.

Mr. Giermak stated that he gets there one hour before the rest of staff every day and he drives hole to hole. He explained his daily intricate practice of monitoring the computer and maintaining the heads, greens and tees on every hole, daily. The new system would save the life expectancy on the new pumps since they will not be cycling every 7-10 minutes.

Trustee Hopkins asked about the extra \$858,000 before eliminating the pump station, piping design, range field heads. Is that \$858,000 on top of the \$1.9M budgeted amount or the \$2.4M bid.

Mr. Giermak stated that it is on top of the \$2.4M.

Trustee Hopkins stated that he seriously questions the engineer because that is a significant impact in one year. He understands that there are COVID and product delays, but that is absurd to be off by that much money. We really need to look at this because it is a serious problem in his eyes.

Trustee Gunsteen asked if he is tying the new sprinkler system into the range or just eliminating that.

Mr. Giermak stated that they would have irrigation heads on the driving range tee box and putting greens. The driving range field with the target greens would not have heads there and it would not be irrigated. They would leave gate valves there if they ever wanted to add heads in the future for a small par three course.



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Trustee Gunsteen stated he is trying to figure out why we can't tie that system in until we can look at a budget for extending that to that range.

Mr. Giermak stated that the range is a disaster - 50% of the heads on the driving range are not functional right now.

Trustee Gunsteen stated that we are paying more and essentially get less. We tie that in so we could get it fixed and running even though the general maintenance costs have gone down, we focus on the maintenance to keep that going.

Mr. Giermak stated that they could.

Trustee Gunsteen asked if the rain heads they are speculating save water.

Mr. Giermak stated that with the current system they could only run water to the minute. He explained about the new system that can water off evapotranspiration (ET) rates and formulas to water less and use half the water.

Trustee Hopkins asked where they get the water to irrigate.

Mr. Giermak stated that they have a well on property. The new system would save the pumps from running.

Trustee Deyne stated that Bartlett Hills is one of the best assets that Bartlett has and all the recommendations and social media posts that he sees will tell you that Bartlett Hills is one of the best public courses in the area. It is our responsibility to preserve that as it is such an asset to our village and generating revenue. He spoke about the staff spending 50 hours in April repairing the system, 80 hours in May and 70 hours in June. That does not include the superintendent arriving an hour before the rest of the crew starts to open and close the valves where current leaks are located. They are also responsible for running the day-to-day operations and maintaining the course.

Trustee Gunsteen stated that they talked about generating revenue from the driving range and he wanted to know his thoughts about having the driving range be completely dry.

President Wallace stated that he didn't think anyone really cared about the driving range, they care about the landing area in the driving range. The tee boxes are important and the practice greens.

Trustee LaPorte stated that they should look at this from a public works point of view versus a golf course point of view. Infrastructure is not glamorous or pretty and is not the



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icing on the cake but it is essential. We have learned from public works that useful life for the pipes under the streets are 50 years and we are close to 30 at the golf course for something that may have a useful life of 25-30 years. It is a steep increase in the budget but if you look at it as infrastructure, what will we have if we don't do it - 35,000 rounds of golf may drop down to 18,000 rounds. He spoke about another course in the area that recently went under new ownership and maintenance is less than it was before and they don't have the rounds of golf. What is an asset now may become an albatross later.

Trustee Deyne stated that one of the complaints they have had is the sand traps. Mr. Giermak has taken it upon himself to improve those traps. With the cooperation of public works and the golf course staff they are actually redoing the traps on an as-needed basis which would normally cost about \$13K each.

Trustee Gandsey stated that she does not disagree with this project but would like to see one or two more bids to make sure we are not overpaying. When do they plan to raise the golf course fees.

Assistant Village Administrator Scott Skrycki stated that they have flexible pricing depending on date and time. He stated that their standard pricing has gone up about \$4.

Trustee Gandsey asked if the consultant looked at these numbers.

Mr. Giermak stated that they gave the contractors a big window when they can start. They can start in September of 2023 and finish in September of 2024 which is a very attractive window for these contractors. The consultant told them that with the prices of the bids you can look at two of the vendor bids and see that they are very similar. These vendors have a window (late fall through early spring) to install the system and takes 10-12 weeks to complete. When they do that install, you have to close one hole at a time so this would not be convenient in the summertime when the course is busy. In his opinion, rebidding would not yield a favorable result.

Trustee Hopkins stated that they owe it to the taxpayers to take some time to look at this. He is in 100% agreement that it needs to be done.

Trustee Deyne stated that it does not cost the taxpayers any money.

Trustee Hopkins stated that he is going to vote "no" on this because it is \$1.3M over budget on a \$1.9M project and the engineer did not give us reliable information. He would like to review this at the next meeting and consult someone to see where we are at. He would like the engineers to look at this and maybe bring another consultant in to make



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sure we are not missing anything. We are giving up a lot like the new pump station and in two years they are going to come back and ask for another million.

Trustee Deyne asked how long it would take to get another opinion on this.

Trustee Gunsteen stated that golf courses are not being built in Illinois as much as they are in the south where it's warm all the time. Is there a way to reach out to other municipalities that have done this outside of Illinois just to see what the comparable price is and cross it with our prevailing wages so we get a rough idea to answer Trustee Hopkins' question.

Mr. Skrycki stated that if we don't move this forward, we will have to deny bids. That would delay the timeline greatly. If we have to close holes, that will offset savings.

Trustee Suwanski asked how long the bid is good for and when did we receive them.

Mr. Giermak stated 60 days and bids were opened on June 5th.

President Wallace stated that at some point we are going to have to do something. Our superintendent created this amazing golf course of which he has heard rave reviews from everyone. It is not fair to have him working on this old irrigation system. It is not easy to make a golf course look like Bartlett Hills looks. It would be like himself, in the financial world, not being able to get his computer to work and manually doing it. We need to give him the tools. He doesn't think it is a bad idea to take a little more time and Table it to see if they can sharpen their pencils when they hear that the board is concerned with these issues.

Trustee Hopkins stated that he understands that they need to maintain the course and he is in 100% agreement that it is a beautiful course and he wants to keep it that. He is just concerned with the dollar amount.

Trustee Suwanski stated that she agrees with Trustee Hopkins that it needs to be done but perhaps there are things we can look at.

Mr. Giermak stated that everyone he has talked to like consultants, distributors, have said that if you wait one or two years from now, expect the price to go up 10% for material costs and prevailing wages.

President Wallace stated that they are not suggesting that they wait that long. They are suggesting that we go back to these companies and tell them that we cannot live with pulling out this much of the original bid. Maybe they can sharpen their pencils.



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Trustee Gunsteen stated that the sharpening of pencils might be coming to us when they ask for a breakdown of the credits that were offered to get to that \$800,000. Perhaps there is more that they held onto just in case they needed to apply it to the cost of the job.

Mr. Giermak stated that they gave him a rundown of the alternates they removed and the price for them. Alternate #1 was \$25,000; Alternate #2 was \$265,750; Alternate #3 was \$327,500, Alternate #4 was \$217,750 and Alternate #5 was \$22,500.

Trustee Hopkins moved to Table Resolution 2023-65-R until the next regular scheduled meeting and that motion was seconded by Trustee Gandsey.

Trustee Gunsteen stated that on the "delete alternate" sheet, there is a number of twenty-one driving range sprinkler heads that were deleted for the sum of \$22,500. If he takes the math of \$3,000 per head, that is a \$63,000 credit that is due to us if we use the original budget. It seems like there might be more credits due based off of us getting less in return.

Mr. Giermak stated that Prairie Landing, just south of here, went out to bid about a month before us and they came in at roughly \$4.5M and were 50% over budget on that project.

Trustee Hopkins asked him to find out who the engineer was on that project.

Ms. Schumacher stated that there will not be a meeting on July 4th so this will return on the July 18th meeting.

ROLL CALL VOTE TO TABLE 2023-65-R, A RESOLUTION AWARDING THE IRRIGATION IMPROVEMENT BID TO COMMERCIAL IRRIGATION

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

NAYS: Trustee Deyne

ABSENT: None

MOTION CARRIED

13. NEW BUSINESS

Trustee Gunsteen asked when the start date was for the Oneida parking lot.

Mr. Dinges stated that they do not have a start date yet but they will be meeting with the contractors for both lots. They will try to get it done as soon as possible and have a completion date of October 15th.



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Trustee Gunsteen stated that he was more concerned about the current construction going on with West Bartlett Road and Route 59 and to induce this into the mix is going to be catastrophic. If this is going to take a month to finish then we should definitely plan it. He knows that the residents on Devon Avenue are seeing a huge increase in traffic going through there. If we can coordinate that with IDOT it would be appreciated. He stated that IDOT is doing a pretty decent job monitoring traffic but it is a lot of traffic to monitor and it is backing up. He wanted to make sure they were cognizant of that when it goes out to bid.

President Wallace asked how the checklist went today for More Brewing.

Ms. Stone stated that the final inspections are scheduled for tomorrow morning at 11:00 a.m. They passed their landscape inspection and everyone will be out there.

Trustee Hopkins stated that the last gentleman that talked at Town Hall talked about bus traffic on Gerber and Army Trail. Did our traffic consultant agree with any of that.

Lynn Means stated that as part of the school project, there is an improvement that will separate the bus traffic from the parent drop-off/pickup traffic. That is an improvement for bus circulation traffic directly with the school. Related to bus traffic on Army Trail Road, there currently are buses that traverse Gerber to Army Trail Road and a review of the crash history didn't indicate any traffic concerns associated with current bus traffic out there. That is something they could explore and look at it to see if any improvements or removing of stop lines or anything needs to be done to improve that. Based on current operations they were not aware of any concerns.

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 Hopkins.

ROLL CALL VOTE TO ADJOURN

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



VILLAGE OF BARTLETT
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The meeting was adjourned at 8:05 p.m.

A handwritten signature in cursive script that reads 'Lorna Giles'.

Lorna Giles
Village Clerk



VILLAGE OF BARTLETT COMMITTEE MINUTES

June 20, 2023

CALL TO ORDER

President Wallace called the Committee of the Whole meeting of June 20, 2023 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 8:15 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 Gilles.

BUILDING AND ZONING COMMITTEE, CHAIRMAN GUNSTEEN **Promenade of Bartlett Mixed Use Development**

Chairman Gunsteen introduced the item.

Planning and Development Services Director Kristy Stone stated as you can see from the Google Earth aerial, there is a BP gas station on the corner of this lot and two access drives that currently dead-end into this property. The plan was always to have interconnections to minimize the amount of curb cuts on County Farm and Stearns Rd. The curb cut will be moved north of where it currently is located, and the current curb cut will be eliminated. There will be no additional accesses on Stearns Rd. but there would be one more curb cut on Newport. We have gone through several reiterations with the developer. We have worked to get the cross connections with the BP owner to the southeast. They are proposing a fence to the north property line as required by ordinance as well.

Chairman Hopkins asked about sound and asked if a decibel level test was required.

Ms. Stone stated it was not, but we have done that in the past.

Chairman Hopkins asked about the vacuum locations.



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Ms. Stone stated they are along both sides of the south drive aisle.

Chairman Hopkins stated that was his only concern with this project.

President Wallace asked for a refresh on other projects that were looking at this site in the past.

Ms. Stone stated that there was a concept plan for an Aldi years ago. There has not been a full development application in the 20 years she has been there.

Chairman Gunsteen suggested that the developer add a mound of soil in the rear and put the fence on top of that to block more sound and light.

Chairman LaPorte asked if we need to be concerned about cars cutting through from County Farm to avoid the light.

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

Hawk Hollow Middle School and Intersection Analysis

Chairman Gunsteen introduced the item. He stated that the petitioner is requesting a plot of consolidation to create a single lot for the conversion of Hawk Hollow Elementary School into a middle school. The petitioner is also requesting to rezone the 19.9-acre parcel to the P1 Public Land Zoning district upon consolidation. The village's future land use plan designates the property as suburban residential and municipal institutional. The petitioner is also requesting an amendment to the future land use plan to remove the Fair Oaks Road extension and designate the entire property as municipal and institutional. The petitioner is also requesting a site plan for the proposed school facility expansion, which includes a 2-story addition as well as 2 parking lots providing a total of 246 parking spaces. U-46 anticipates a total of 27 classrooms and a maximum enrollment of approximately 700 students upon the completion of the expansion. The majority of the expansion is devoted to flex lab space, library expansion, and a new gymnasium. The Planning and Zoning Commission held a public hearing, reviewed the petitioners request and recommended approval at their meeting on June 2nd, 2023, with the following conditions: The village shall clearly monitor the intersection of Schick and Gerber, the petitioner shall study the proposed north fence regarding grades and heights; the petitioner shall add screening at the end of Winston Lane at the end of the fence as far as possible; and the petitioner shall add a safety monitor crossing guard at the proposed north entrance. After the Planning and Zoning Commission meeting, the applicant agreed to having the safety crossing guard at the north entrance and has submitted the following items: Fenced Section Exhibit 1, Landscape Plan L2.



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Ms. Stone added that U-46 added this afternoon a letter stating that they have agreed to all of the recommendations as requested at the Planning and Zoning meeting. They have moved the fence along the north property line further south by a couple of feet. They did that because of the grade of the property. I know a resident mentioned something about the 8-foot fence requirement and that is only if the property is industrial and has uses such as mine crushing, things like that. The 6-foot-tall fence does meet what our landscape requirement states. Our traffic engineer has looked at the site and she has a separate memo that was attached, she does recommend we keep monitoring Schick Road and Gerber in the future.

Chairman Hopkins asked if any other jurisdictions come into the monitoring of that intersection.

Ms. Stone stated we have the north leg, the rest of that is DuPage County.

Chairman Suwanski asked for clarification on the monitoring recommendation by the traffic consultant.

Ms. Stone stated that she was saying that we should probably look at doing a full-blown traffic study, getting the traffic counts out there. It is outside the purview of what U-46 would be required to do as a part of this development.

Chairman Suwanski asked if U-46 asked us to monitor the intersection.

Ms. Stone stated that came from the Planning and Zoning Commission, with it being our jurisdiction, that would be our responsibility to monitor that.

Chairman Deyne asked for clarification on what that means with it being our responsibility.

Ms. Stone stated that we would pay for it because whatever intersection improvement is determined to be necessary, the village would be the ones that would pay for it.

Chairman Suwanski asked where these students would be coming from and if any would be coming from outside of Bartlett.

Dr. Suzanne Johnson, Superintendent of School District U-46 stated that we have not finalized boundaries yet, so we cannot give you the exact location from where students will be attending, but we do expect a fair number of students would be traveling by bus. There was great discussion during the previous meeting as well that a number of students from the surrounding neighborhoods would also be entrusted with walking, which was a



VILLAGE OF BARTLETT COMMITTEE MINUTES June 20, 2023

part of the crossing guard discussions. There is certainly the potential that some may be coming outside of Bartlett, given the location of this middle school.

Chairman Suwanski asked about a comment at the Planning and Zoning meeting, that there was a reference to students that live outside the district boundaries.

Dr. Johnson stated that there are some students who attend in-district schools to access some of our specialized programming. This group is less than one percent of our student population.

Chairman Gunsteen congratulated Dr. Johnson on her new role. My question is that if this is a walking school, what is the likelihood that kids are going to be crossing Schick Road and/or Army Trail?

Dr. Johnson stated that we don't expect it to be a "walking school", but what we do expect realistically that there would be students in the immediate neighborhoods that would opt to walk. Our goal would be to provide as many safe paths to the school as possible. Obviously, we are providing transportation to the students in that area, students would not be expected to cross Schick and Army Trail. They currently do not cross Schick and Army Trail to access Bartlett High School, unless students choose to do that on their own.

Chairman Gunsteen stated that safety is his big concern on that because he knows when Bartlett High School opened there was a tragedy on the first day and he thinks it is imperative that all the various measures are looked at.

Chairman Suwanski has a concern that the only egress from the school is on Gerber. If we have an issue on Gerber Road, there is no other way to get students out.

Chairman LaPorte stated that we have a future land use plan that would have Fair Oaks connect with Gerber, but it is his understanding that he doesn't think that should be removed.

President Wallace stated he thought it should be important to listen to the guy who has been a bus driver for 11 years and not just someone who study's traffic. He is telling us it is going to be a problem turning on and off Gerber with buses.

Chairman Gunsteen stated he is all about connect ability and that includes roads, sidewalks, and bike paths. We have already given up 16 residential lots that would have been on the tax role to accommodate this. Being that the residents bought those houses knowing those were residential lots back there, it is something to look at.



**VILLAGE OF BARTLETT
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Chairman LaPorte stated that is 16 homes we will not get taxes from and the school will cost the taxpayers money to build and maintain and we do not generate any taxes from U-46.

Chairman Deyne confirmed the speed limit on Gerber was 35 mph and when you are westbound on Schick and coming over the hill, it gets fast.

Dr. Johnson stated at one point, Hawk Hollow had a full enrollment close to 600 students with increased bus traffic and entrances only off Gerber Road.

Chairman Gunsteen stated we have also increased the number of residents in that area. He asked what will be proposed on the plan that will cut off Fair Oaks.

Ms. Stone stated there really isn't anything proposed for the right-of-way since there is a wetland. Originally when the connection was drawn, it was further east, and it went through the middle of the site. As part of the previous lawsuit on this site, Fair Oaks Road was shifted over. Because of all the changes with that, the developers were never required to construct those portions of Fair Oaks Road.

Chairman Hopkins confirmed that the road would need to go through someone's property.

Ms. Stone stated there are two lots that are privately owned and have not agreed to dedicate any sort of right-of-way or expressed any interest.

Chairman Gunsteen stated we could go around the property and the developer would be willing to address that if they are really interested in that property. Now that property is devalued if it's land locked.

Ms. Stone pulled up the map to show where the road was supposed to go. In 1988, Fair Oaks was anticipated to go through the middle of the property. As part of a lawsuit, the roadway was changed to its current location.

Chairman Hopkins stated even if U-46 left the school alone, we would not put the road any closer to the school.

President Wallace stated that the back part is either grassland or fenced in area, so it isn't getting closer.

Chairman Gandsey asked what would happen to Gerber.

Ms. Stone stated originally the county did not expect Gerber to ever have a light. Now it is a fully improved intersection with a light and pedestrian signal.



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Chairman LaPorte stated he thinks we are supposed to look at this now so we are not doing things 10-20 years from now. He thinks this needs to be looked at until it is exhausted one way or the other.

Chairman Gunsteen stated looking at Winston Lane, there should be some sort of access point for emergency vehicles.

President Wallace stated he would be interested in seeing what some updated plans from Fair Oaks would look like and have our traffic consultant review those. He would also like to see the cost to complete the road.

Ms. Stone stated there has not been formal engineering plans for the whole right-of-way for Fair Oaks.

President Wallace stated he doesn't know why that wasn't done before.

Ms. Stone stated everything was done piece meal, one development at a time and there was not a final plan for how it was going to go through the site.

Claudia Welp from Cage Engineering stated there is a wetland in the area and there are also wetlands all along the east side.

Chairman Hopkins asked if Ms. Stone recommended connecting Fair Oaks to Gerber.

Ms. Stone stated Gerber can have improvements done to it as opposed to creating a new roadway that runs parallel and intersects it. The purpose of Fair Oaks Rd. in 1988 was the thought that the railroad was going to allow the connection into Struckman, so this would get people all the way to South Bartlett Rd. The railway will not allow any more grade crossings.

President Wallace stated he thinks we are going with what is easier, not what is better.

Chairman LaPorte stated we are adding 29 school buses and 179 cars.

Chairman Suwanski stated we do not configure stop light timing; it is the county. She asked if the county was in favor of extending Fair Oaks.

Ms. Stone stated that was in our comprehensive plan from 1988.

Chairman Gunsteen asked what was being built on the areas that will be the right-of-way.



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Chairman Suwanski asked when they plan to redraw the boundaries.

Dr. Johnson stated that is dependent on when they can open the school so we need a confirmation that we can proceed with a school that can hold about 750 kids in this area of the school district. Our goal would be to work on that this fall and winter.

Chairman Deyne stated that no one seems to have much of an issue with the school, but the access is an issue. He has been at those intersections in the winter and those can be difficult.

Dr. Johnson stated she is aware of this traffic pattern because she worked at Bartlett High School for 16 years. She wants to get this information because three weeks ago it didn't seem like this was much of an issue.

President Wallace stated that is not accurate. We clearly stated there was going to be problems with traffic.

Dr. Johnson stated in the minutes of that meeting there were some items they needed to fix, but there was not a clear directive at that time. We want to collaborate with you and we want to help fix these issues if we have the ability.

Chairman Hopkins stated they are adding a second access on the site and our traffic engineer states it is not an issue. He thinks this is an improvement to the site and the 16 houses that were going to be there pulled out of the deal because of site conditions.

Ms. Stone stated there were site conditions and soil issues.

Chairman Gunsteen asked the engineer if there was a path where we can preserve those right-of-ways.

Ms. Welp stated there are a lot of wetlands on the site and they would have to be evaluated by a wetland consultant.

Chairman Hopkins asked if the school district would partner for a traffic light on Schick.

Ms. Stone stated it only qualifies during evening peak times and the school districts peak time does not line up with that.

Chairman Deyne stated we need to do something with the additional traffic we will have there.



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Ms. Stone stated that is why our traffic consultant is suggesting we do a full-scale traffic evaluation there so we know what needs to be done and we can budget it for the capital budget.

Chairman Gunsteen stated if a developer was to build a commercial project on the corner of Gerber and we knew the traffic was going to increase, wouldn't we ask the developer to contribute to that.

Ms. Stone stated when we have done that previously, we look at when the highest peak travel time is and each user's impact based on their traffic counts and how it affects peak times. They pay their portion based on that hour.

President Wallace wants to know if we can keep our right-of-way because he wants to figure out a way that we can do that. He stated that is the direction U-46 should take to help.

Ms. Stone confirmed that they need to add emergency access to Winston.

Chairman Hopkins clarified that this project will help keep Bartlett students in Bartlett.

Dr. Johnson stated that was correct and we can work on adding the emergency access and how it can work to keep the right-of-way.

President Wallace stated he thinks this will be a great school and a good thing to have in Bartlett, but the problems he sees in his mind need to be alleviated before he can get on board.

Chairman Gunsteen asked if we are limited to a 6' fence or if we can increase the fence to 8' to help the residents.

Ms. Stone stated we can ask for that. The fence will be risen about two feet on the berm which will help get closer to the 8' as well.

Dr. Johnson thanked the Village Board for their time.

Bartlett Liquors and Wine Special Use Permit

Chairman Gunsteen introduced the item.

The item was forwarded on to the Village Board for final vote.



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Orchards Gaming Special Use Permit

Chairman Gunsteen introduced the item.

The item was forwarded on to the Village Board for a final vote.

COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Yummy Poke BEDA Application

Chairman Gandsey introduced the item.

Chairman Gunsteen asked if we had a chance to go through the changes that were made on the BEDA program vs. what was approved on this.

Mr. Fradin stated it was approved based on the old version, but we will make sure to look at it and check off the boxes before giving the BEDA grant.

Chairman Gunsteen asked if they will have gaming.

Mr. Fradin stated it is a restaurant with gaming.

Manny Rafidia stated it is a restaurant with poke style Hawaiian sushi in a bowl.

Chairman Gunsteen stated his concern is when a business like Wee Dee's closes and becomes a gaming facility, that is concerning.

Mr. Rafidia stated it is a unique concept and he has spent a lot of money in that building to make it appealing and inviting to customers.

Chairman Hopkins stated he thinks he should be required to fill out the new application.

Mr. Fradin agreed to do that.

Chairman Gandsey asked how the gaming will be set up.

Mr. Rafidia stated it will be behind a wall with glass shielding the gaming room from the restaurant.

Chairman Gunsteen asked if it will be family friendly.



VILLAGE OF BARTLETT COMMITTEE MINUTES

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Mr. Rafidia stated yes, it will be and it will benefit a lot from Elevate, the ice cream shop and Lisa's School of Dance. It complements all the uses in the shopping center, and it is healthy food.

The item was forwarded on to the Village Board for a vote.

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

ROLL CALL VOTE TO ADJOURN

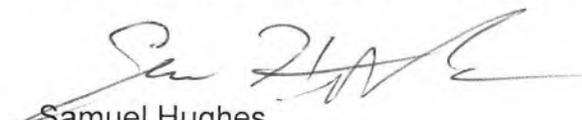
AYES: Chairmen Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 9:15 p.m.


Samuel Hughes
Deputy Village Clerk

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 7/4/2023

100-GENERAL FUND REVENUES

410110-REAL ESTATE TRANSFER TAX

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHELSEA CAMPBELL	TRANSFER TAX REFUND	855.00
INVOICES TOTAL:		855.00

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	241.26
INVOICES TOTAL:		241.26

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DESK FILE SORTER	29.65
INVOICES TOTAL:		29.65

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 LAKE FOREST GRADUATE SCHOOL	TRAINING SESSIONS	6,500.00
1 PAULA SCHUMACHER	ILCMA CONFERENCE EXPENSES	141.50
INVOICES TOTAL:		6,641.50

542100-REBATES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 TAYLOR STREET PIZZA	BEDA GRANT	3,150.00
INVOICES TOTAL:		3,150.00

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	8.10
INVOICES TOTAL:		8.10

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 PETTY CASH	PETTY CASH REIMBURSEMENT	158.35
INVOICES TOTAL:		158.35

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANCEL GLINK P.C.	PROFESSIONAL SERVICES	16,608.25
** 1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	21,900.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 7/4/2023

1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	8,865.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	450.00
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	600.00
1 VILLAGE OF ITASCA	CPKC COALITION	16,089.77
INVOICES TOTAL:		65,438.02

523401-ARCHITECTURAL/ENGINEERING SVC

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HAMPTON LENZINI AND RENWICK INC	AUTOMOTIVE MALL REVIEW	591.25
1 HAMPTON LENZINI AND RENWICK INC	PROMENADE STORMWATER REVIEW	540.00
1 HAMPTON LENZINI AND RENWICK INC	GRASSLAND TOWNHOMES REVIEW	7,788.75
1 HAMPTON LENZINI AND RENWICK INC	ALDI STORMWATER REVIEW	765.00
1 HAMPTON LENZINI AND RENWICK INC	APPLE ORCHARD COMMUNITY PARK	315.00
1 HAMPTON LENZINI AND RENWICK INC	PICKLEBALL & BASKETBALL REVIEW	360.00
INVOICES TOTAL:		10,360.00

523600-SOCIAL SERVICES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 KATHRYN R JUZWIN	CONSULTING FEES/MAY 2023	1,583.33
INVOICES TOTAL:		1,583.33

1400-FINANCE

522400-SERVICE AGREEMENTS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	42.81
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	228.48
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	28.00
INVOICES TOTAL:		299.29

529000-OTHER CONTRACTUAL SERVICES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 PROSHRED CHICAGO	PAPER SHREDDING SERVICES	154.00
INVOICES TOTAL:		154.00

532300-POSTAGE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FEDERAL EXPRESS CORP	BC TIF PAYOUT	23.13
INVOICES TOTAL:		23.13

546900-CONTINGENCIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 VANTAGE CUSTOM CLASSICS INC	STAFF APPAREL	1,032.38
INVOICES TOTAL:		1,032.38

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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1500-PLANNING & DEV SERVICES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	61.22
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	31.73
INVOICES TOTAL:		92.95

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VANTAGE CUSTOM CLASSICS INC	STAFF APPAREL	74.47
INVOICES TOTAL:		74.47

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - MAY 23	680.24
INVOICES TOTAL:		680.24

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	PENS/PENCILS	27.33
INVOICES TOTAL:		27.33

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	60.00
INVOICES TOTAL:		60.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 PETTY CASH	PETTY CASH REIMBURSEMENT	20.00
INVOICES TOTAL:		20.00

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	190.03
1 COMPASSION FUNERAL SERVICE INC	TRANSPORTATION SERVICES	407.50
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	191.71
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	228.18
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	90.76
1 VERIZON WIRELESS	WIRELESS SERVICES	456.12
INVOICES TOTAL:		1,564.30

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VOSS SIGNS LLC	NO PARKING SIGNS	851.60
INVOICES TOTAL:		851.60

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ID NETWORKS	ANNUAL MAINTENANCE AGREEMENT	2,700.00
INVOICES TOTAL:		2,700.00

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	635.71
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	31.14
1 FTD AUTO LLC	VEHICLE MAINTENANCE	82.95
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	2,968.80
1 KD REPAIR INC	VEHICLE MAINTENANCE	73.89
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT REPLACEMENT	228.90
INVOICES TOTAL:		4,021.39

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	REPLACEMENT PART	23.48
1 ARROWHEAD FORENSICS	BARRIER TAPE	255.64
1 ELGIN KEY & LOCK CO INC	SPEED TRAILER KEYS	50.00
1 THE FINER LINE INC	PLATE ENGRAVING FEES	134.42
1 GENERAL PARTS LLC	WATER FOUNTAIN FILTERS	432.56
INVOICES TOTAL:		896.10

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOLAS DEJESUS	PROTECTIVE VEST ALLOWANCE	130.00
1 THE EAGLE UNIFORM CO	EMBROIDERED NAME STRIPS	728.00
1 P.F. PETTIBONE & CO	SERVICE BARS	456.80
1 RAY O'HERRON CO INC	CLIP-ON TIE	8.09
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	1,338.22
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	1,279.73
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	1,214.97
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	172.78
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	179.98
1 RAY O'HERRON CO INC	UNIFORM APPAREL	429.24
1 RAY O'HERRON CO INC	REVERSIBLE CAP	13.49
1 RAY O'HERRON CO INC	UNIFORM APPAREL	342.04
1 STREICHER'S INC	BODY ARMOR/KNIT HAT	779.99
1 STREICHER'S INC	KNIT HATS	69.46
INVOICES TOTAL:		7,142.79

** Indicates pre-issue check.

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530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	ANNUAL SUBSCRIPTION RENEWAL	380.60
	INVOICES TOTAL:	380.60

530125-SHOOTING RANGE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	AMMUNITION	6,570.00
	INVOICES TOTAL:	6,570.00

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - MAY 23	11,278.43
	INVOICES TOTAL:	11,278.43

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	LABEL MAKER TAPE	17.98
1 WAREHOUSE DIRECT	AWARD CERTIFICATES	26.60
1 WAREHOUSE DIRECT	ENVELOPES/OFFICE SUPPLIES	173.10
1 WAREHOUSE DIRECT	DESK ORGANIZER	46.35
1 WAREHOUSE DIRECT	DVD-R DISCS/PENS/ENVELOPES	191.00
	INVOICES TOTAL:	455.03

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRACEY DENDINGER	IJOA/IDOA CONFERENCE EXPENSES	374.46
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	350.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	510.00
1 UNIVERSITY OF ILLINOIS	TRAINING COURSE	185.86
	INVOICES TOTAL:	1,420.32

542000-PLANNING & RESEARCH

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INT'L ASSOC OF CHIEFS OF POLICE	MEMBERSHIP FEES/LARRY PINCSAK	1,225.00
	INVOICES TOTAL:	1,225.00

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CROWN TROPHY	CROSSING GUARD AWARD	50.00
	INVOICES TOTAL:	50.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SECRETARY OF STATE	NOTARY FEE/P SEVERSON	15.00
1 SECRETARY OF STATE	NOTARY FEE/G PRETKELIS	15.00

** Indicates pre-issue check.

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1 WEST BEND MUTUAL INSURANCE CO	NOTARY FEE/P SEVERSON	50.00
1 WEST BEND MUTUAL INSURANCE CO	NOTARY FEE/G PRETKELIS	50.00
INVOICES TOTAL:		130.00

543900-COMMUNITY RELATIONS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CREATIVE PRODUCT SOURCING INC	D.A.R.E. SUPPLIES	112.50
1 ICE CREAM OVERLOAD	ICE CREAM/TOUCH A TRUCK EVENT	500.00
1 ANTHONY S PASSARELLA	DEPOSIT/NNO VIDEOGRAPHER	1,555.00
INVOICES TOTAL:		2,167.50

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

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

524120-UTILITIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	117.43
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	618.31
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	5,621.16
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,618.22
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	17.27
INVOICES TOTAL:		7,992.39

527110-SVCS TO MAINTAIN TRAFFIC SIGS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 MEADE ELECTRIC CO INC	BATTERY BACK UP INSTALLATION	2,129.00
INVOICES TOTAL:		2,129.00

527113-SERVICES TO MAINT. GROUNDS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 TRUGREEN	FERTILIZER APPLICATION	326.52
INVOICES TOTAL:		326.52

527130-SIDEWALK & CURB REPLACEMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,774.00
1 PRAVIN PATEL	PUBLIC SIDEWALK REPLACEMENT	1,491.00
1 SYED SALIM	PUBLIC SIDEWALK REPLACEMENT	852.00
INVOICES TOTAL:		4,117.00

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AIRGAS USA LLC	CYLINDER RENTAL	272.12

** Indicates pre-issue check.

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1 GRAINGER	TRAFFIC CONES	475.50
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING PAINT/FLAGS	1,064.00
1 WAREHOUSE DIRECT	COFFEE/CREAMER	118.03
INVOICES TOTAL:		1,929.65

530110-UNIFORMS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 VANTAGE CUSTOM CLASSICS INC	STAFF APPAREL	284.86
1 VANTAGE CUSTOM CLASSICS INC	STAFF APPAREL	68.72
INVOICES TOTAL:		353.58

532010-FUEL PURCHASES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 WEX BANK	FUEL PURCHASES - MAY 23	5,597.75
INVOICES TOTAL:		5,597.75

534300-EQUIPMENT MAINTENANCE MATLS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ADVANTAGE TRAILER AND HITCHES	MAINTENANCE SUPPLIES	60.52
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	52.44
1 AMAZON CAPITAL SERVICES INC	CREDIT - RETURN	-21.00
1 AMAZON CAPITAL SERVICES INC	CREDIT - RETURN	-21.00
1 AUTOZONE INC	MAINTENANCE SUPPLIES	210.85
1 CAROL STREAM LAWN & POWER	CHAIN SAW PARTS	153.71
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	54.55
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	22.34
1 WHOLESALE DIRECT INC	MAINTENANCE SUPPLIES	219.12
1 WHOLESALE DIRECT INC	MAINTENANCE SUPPLIES	151.15
INVOICES TOTAL:		882.68

534400-STREET MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GRIMCO INC	POLE BANNER	266.91
1 GRIMCO INC	STREET SIGN MATERIALS	341.50
INVOICES TOTAL:		608.41

534600-BUILDING MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	106.42
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	45.00
INVOICES TOTAL:		151.42

543800-STORMWATER FACILITIES MAINT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CHRISTOPHER B BURKE ENG LTD	M&M FEMA NATIVE BASINS	2,595.06
1 CHRISTOPHER B BURKE ENG LTD	MUNGER RD CULVERT REPLACEMENT	14,406.79
1 DUPAGE COUNTY STORMWATER MANAGEME	WETLAND & BUFFER REVIEW	875.00

** Indicates pre-issue check.

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1	HAMPTON LENZINI AND RENWICK INC	LEISEBURG PARK SEWER REPAIR	4,708.75
1	HAMPTON LENZINI AND RENWICK INC	STREAMBANK STABILIZATION	5,112.50
**	1 ILLINOIS DEPT OF NATURAL RESOURCES	PERMIT APPLICATION FEE	250.00
			INVOICES TOTAL: 27,948.10

574900-CEMETERY COLUMBARIUM

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 AMERICAN WILBERT VAULT CORP	COLUMBARIUM NICHE FOR CEMETERY	23,985.00
			INVOICES TOTAL: 23,985.00

2200-MFT EXPENDITURES

583005-MFT MAINTENANCE PROGRAM

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 CHASTAIN & ASSOCIATES LLC	NORTH AVE RESURFACING PROJECT	1,443.40
			INVOICES TOTAL: 1,443.40

4800-BREWSTER CREEK TIF MUN ACC EXP

523400-LEGAL SERVICES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 ANCEL GLINK P.C.	PROFESSIONAL SERVICES	587.50
			INVOICES TOTAL: 587.50

5000-WATER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/JUNE 2023	1,562.00
	1 GORDON FLESCH COMPANY INC	PLOTTER MAINTENANCE SERVICE	12.00
	1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	564.00
			INVOICES TOTAL: 2,138.00

522500-EQUIPMENT RENTALS

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

522720-PRINTING SERVICES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 SEBIS DIRECT INC	MAY/JUNE 2023 BILLING	1,451.33
			INVOICES TOTAL: 1,451.33

523401-ARCHITECTURAL/ENGINEERING SVC

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 DIXON ENGINEERING INC	WATER TOWER PROJECT	2,000.00

** Indicates pre-issue check.

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INVOICES TOTAL: 2,000.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	3.90
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	172.05
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	31.01
<u>INVOICES TOTAL:</u>		<u>206.96</u>

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	GRAVEL PURCHASE	612.00
<u>INVOICES TOTAL:</u>		<u>612.00</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MATERIALS & SUPPLIES	408.00
1 WAREHOUSE DIRECT	COFFEE/CREAMER	118.03
1 ZIEBELL WATER SERVICE	MATERIALS & SUPPLIES	3,468.00
<u>INVOICES TOTAL:</u>		<u>3,994.03</u>

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VANTAGE CUSTOM CLASSICS INC	STAFF APPAREL	284.86
<u>INVOICES TOTAL:</u>		<u>284.86</u>

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	1,096.43
<u>INVOICES TOTAL:</u>		<u>1,096.43</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	41.99
** 1 WEX BANK	FUEL PURCHASES - MAY 23	1,138.91
<u>INVOICES TOTAL:</u>		<u>1,180.90</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	22.34
<u>INVOICES TOTAL:</u>		<u>22.34</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	106.43
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	45.00

** Indicates pre-issue check.

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INVOICES TOTAL: 151.43

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METER/SUPPLIES	2,666.69
<u>INVOICES TOTAL:</u>		<u>2,666.69</u>

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KENNETH R FROEHLIG III	REFUND/WATER BILL OVERPAYMENT	67.33
1 EMARC MALAVOLTI	REFUND/WATER BILL OVERPAYMENT	327.14
<u>INVOICES TOTAL:</u>		<u>394.47</u>

5090-WATER CAPITAL PROJECTS EXP

581038-VILLAGE SYSTEM IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	PUMP STATION MODIFICATIONS	2,120.00
<u>INVOICES TOTAL:</u>		<u>2,120.00</u>

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/JUNE 2023	625.00
1 GORDON FLESCH COMPANY INC	PLOTTER MAINTENANCE SERVICE	12.00
<u>INVOICES TOTAL:</u>		<u>637.00</u>

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MAY/JUNE 2023 BILLING	1,451.33
<u>INVOICES TOTAL:</u>		<u>1,451.33</u>

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	315.25
<u>INVOICES TOTAL:</u>		<u>315.25</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	11.50
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	74.10
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	18.83
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	9.23

** Indicates pre-issue check.

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1 COMMONWEALTH EDISON CO	ELECTRIC BILL	14.32
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	10.30
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	171.84
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	17.93
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	23.82

<u>INVOICES TOTAL:</u>	<u>351.87</u>
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530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	272.13
1 WAREHOUSE DIRECT	COFFEE	124.14

<u>INVOICES TOTAL:</u>	<u>396.27</u>
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530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VANTAGE CUSTOM CLASSICS INC	STAFF APPAREL	284.85

<u>INVOICES TOTAL:</u>	<u>284.85</u>
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530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	8,860.35
1 HAWKINS INC	CHEMICAL SUPPLIES	30.00
1 SOLENIS LLC	CHEMICAL SUPPLIES	16,831.47

<u>INVOICES TOTAL:</u>	<u>25,721.82</u>
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530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	SAFETY SUPPLIES	551.75

<u>INVOICES TOTAL:</u>	<u>551.75</u>
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532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - MAY 23	1,788.67

<u>INVOICES TOTAL:</u>	<u>1,788.67</u>
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534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	232.16
1 HARD ROCK CONCRETE CUTTERS INC	DRILLING SERVICES	525.00
1 KIMBALL MIDWEST	MAINTENANCE SUPPLIES	144.89
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	22.33
1 LIONHEART CRITICAL POWER	EQUIPMENT REPLACEMENT	5,260.00
1 LIONHEART CRITICAL POWER	GENERATOR REPAIRS	4,392.82
1 PAXXO (USA) INC	MAINTENANCE SUPPLIES	1,077.22
1 PROTANIC INC	ANNUAL INSPECTION/TESTING FEES	1,400.00
1 STENSTROM PETROLEUM SERVICES INC	MONTHLY INSPECTION FEE	150.00
1 WEST SIDE ELECTRIC SUPPLY INC	MAINTENANCE SUPPLIES	9.36

** Indicates pre-issue check.

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INVOICES TOTAL:	13,213.78
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534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	106.43
		INVOICES TOTAL: 106.43

510000-SEWER FUND

200504-FRWRD PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE CO SEWER TREATMENT 06/23	997.04
		INVOICES TOTAL: 997.04

5190-SEWER CAPITAL PROJECTS EXP

582026-LIFT STATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TROTTER & ASSOCIATES INC	LIFT STATION REHAB PROJECT	936.00
		INVOICES TOTAL: 936.00

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RUBINO ENGINEERING INC	CONCRETE COMPRESSION TESTING	1,860.00
1 STRAND ASSOCIATES INC	WRF - CONTRACT ADMIN	25,200.00
1 STRAND ASSOCIATES INC	WRF - START-UP & TRAINING	570.00
1 STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF - RPR	32,985.02
		INVOICES TOTAL: 60,615.02

5200-PARKING OPERATING EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	131.90
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	5.68
		INVOICES TOTAL: 137.58

529000-OTHER CONTRACTUAL SERVICES

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

570100-MACHINERY & EQUIPMENT

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

** Indicates pre-issue check.

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INVOICES TOTAL: 400.00

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	41.16
<u>INVOICES TOTAL:</u>		<u>41.16</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CASH REGISTER TAPE/DOORSTOPS	30.99
<u>INVOICES TOTAL:</u>		<u>30.99</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	11.95
<u>INVOICES TOTAL:</u>		<u>11.95</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MICROWAVE OVEN REPAIR PART	10.88
1 SRIXON / CLEVELAND GOLF / XXIO	RANGE BALLS	3,750.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	130.95
<u>INVOICES TOTAL:</u>		<u>3,891.83</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CASH REGISTER TAPE/DOORSTOPS	22.98
<u>INVOICES TOTAL:</u>		<u>22.98</u>

534331-PURCHASES - GOLF SHOES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF SHOES	62.96
<u>INVOICES TOTAL:</u>		<u>62.96</u>

534332-PURCHASES - GOLF BALLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF BALLS	133.17
1 ACUSHNET COMPANY	GOLF BALLS	509.79
1 BRIDGESTONE GOLF INC	GOLF BALLS	3,721.57
1 BRIDGESTONE GOLF INC	GOLF BALLS	164.64
1 BRIDGESTONE GOLF INC	GOLF BALLS	164.64
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF BALLS	6,258.24
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF BALLS	972.00
1 TAYLOR MADE GOLF COMPANY INC	GOLF BALLS	419.72
1 TAYLOR MADE GOLF COMPANY INC	GOLF BALLS	2,058.96

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INVOICES TOTAL: 14,402.73

534334-PURCHASES - GOLF GLOVES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TAYLOR MADE GOLF COMPANY INC	GOLF GLOVES	1,276.42
<u>INVOICES TOTAL:</u>		<u>1,276.42</u>

534335-PURCHASES - MISC GOLF MDSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	GOLF APPAREL	2,541.57
1 ADIDAS AMERICA INC	GOLF APPAREL	931.57
1 ADIDAS AMERICA INC	GOLF APPAREL	808.81
1 ADIDAS AMERICA INC	GOLF APPAREL	130.62
1 ADIDAS AMERICA INC	GOLF APPAREL	472.08
1 ADIDAS AMERICA INC	GOLF APPAREL	639.06
1 ADIDAS AMERICA INC	GOLF APPAREL	64.49
1 ADIDAS AMERICA INC	GOLF APPAREL	64.49
1 CGA PROMOTIONS/TEAM WERKS PLUS	GOLF MERCHANDISE	2,691.80
<u>INVOICES TOTAL:</u>		<u>8,344.49</u>

5510-GOLF MAINTENANCE EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANCED TURF SOLUTIONS	POND ADDITIVE	590.00
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	4,215.80
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	6,668.30
<u>INVOICES TOTAL:</u>		<u>11,474.10</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEKANE EQUIPMENT CORPORATION	MAINTENANCE SUPPLIES	155.31
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	311.67
1 REINDERS INC	MAINTENANCE SUPPLIES	1,171.85
1 REVELS TURF & TRACTOR LLC	MAINTENANCE SUPPLIES	1,679.55
<u>INVOICES TOTAL:</u>		<u>3,318.38</u>

572000-BUILDING & GROUNDS IMPROVMNTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FAULKS BROS CONSTRUCTION INC	BUNKER SAND	983.98
1 MIDWEST GROUNDCOVERS LLC	PLANT PURCHASE	495.35
<u>INVOICES TOTAL:</u>		<u>1,479.33</u>

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

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

**VILLAGE OF BARTLETT
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1 COMPLETE BAR SYSTEMS LLC	CLEANED BEER LINES/LEAK REPAIRS	64.00
1 ECOLAB INC	WATER SOFTENER RENTAL	49.50
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	108.31
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.83
1 JENSEN'S PLUMBING & HEATING INC	HVAC EQUIPMENT MAINTENANCE	1,019.37
	<u>INVOICES TOTAL:</u>	<u>1,287.01</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	50.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	87.30
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	18.52
	<u>INVOICES TOTAL:</u>	<u>155.82</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CASH REGISTER TAPE/DOORSTOPS	22.98
	<u>INVOICES TOTAL:</u>	<u>22.98</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	150.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	314.25
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	617.83
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	50.00
1 GRECO AND SONS INC	FOOD PURCHASE	40.00
1 GRECO AND SONS INC	FOOD PURCHASE	85.00
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	99.50
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	135.00
1 TEC COFFEE & FOODS	COFFEE PURCHASE	65.25
	<u>INVOICES TOTAL:</u>	<u>1,556.83</u>

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ECOLAB INC	WATER SOFTENER RENTAL	49.50
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	108.32
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.84
1 JENSEN'S PLUMBING & HEATING INC	HVAC EQUIPMENT MAINTENANCE	1,019.38
	<u>INVOICES TOTAL:</u>	<u>1,223.04</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	50.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	196.95

** Indicates pre-issue check.

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1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	18.52
		INVOICES TOTAL: 265.47

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	265.99
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	637.22
1 GORDON FOOD SERVICE INC	CREDIT - RETURN	-14.50
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	1,000.00
1 GRECO AND SONS INC	CREDIT - OVERPAYMENT	-7.75
1 GRECO AND SONS INC	CREDIT - OVERPAYMENT	-40.40
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	354.94
1 GRECO AND SONS INC	FOOD PURCHASE	100.89
1 GRECO AND SONS INC	FOOD PURCHASE	215.09
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	494.25
1 TEC COFFEE & FOODS	COFFEE PURCHASE	65.25
		INVOICES TOTAL: 3,070.98

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CASH REGISTER TAPE/DOORSTOPS	22.98
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	50.00
		INVOICES TOTAL: 72.98

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	654.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	73.48
1 EUCLID BEVERAGE LLC	BEER PURCHASE	240.83
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	780.00
1 GRECO AND SONS INC	FOOD PURCHASE	517.60
** 1 LAKESHORE BEVERAGE	BEER PURCHASE	122.28
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	126.96
1 TEC COFFEE & FOODS	COFFEE PURCHASE	65.26
		INVOICES TOTAL: 2,580.41

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	3,300.00
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	402.00
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	2,973.00
		INVOICES TOTAL: 6,675.00

** Indicates pre-issue check.

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522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HEARTLAND BUSINESS SYSTEMS LLC	MICROSOFT LICENSING	47,253.26
INVOICES TOTAL:		47,253.26

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PLERUS	JUNE/JULY BARTLETTER	7,046.35
INVOICES TOTAL:		7,046.35

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	180.00
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	274.13
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	2,332.83
1 SCHINDLER ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	3,475.00
INVOICES TOTAL:		6,261.96

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,183.15
INVOICES TOTAL:		4,183.15

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	34.47
INVOICES TOTAL:		34.47

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	COMPUTER SUPPLIES	20.87
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	70.74
1 WAREHOUSE DIRECT	PAPER/KLEENEX/BATTERIES	617.71
1 WAREHOUSE DIRECT	HAND SOAP/PAPER TOWELS	97.80
** 1 WEX BANK	FUEL PURCHASES - MAY 23	46.40
INVOICES TOTAL:		853.52

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	27.90
INVOICES TOTAL:		27.90

6100-VEHICLE REPLACEMENT EXPENSES

570170-POLICE VEH REPLACEMENT

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

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**	1 MORROW BROTHERS FORD INC	4 FORD INTERCEPTOR UTILITY VEHICLES	167,900.00
		<u>INVOICES TOTAL:</u>	<u>167,900.00</u>

7000-POLICE PENSION EXPENDITURES

523400-LEGAL SERVICES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 REIMER DOBROVOLNY & LABARDI PC	LEGAL SERVICES	269.68
	<u>INVOICES TOTAL:</u>	<u>269.68</u>

GRAND TOTAL: 633,892.29

GENERAL FUND	207,815.56
MOTOR FUEL TAX FUND	1,443.40
BREWSTER CREEK TIF MUN ACCT	587.50
WATER FUND	18,693.04
SEWER FUND	107,367.08
PARKING FUND	2,887.58
GOLF FUND	54,592.84
CENTRAL SERVICES FUND	72,335.61
VEHICLE REPLACEMENT FUND	167,900.00
POLICE PENSION FUND	269.68
GRAND TOTAL	633,892.29

** Indicates pre-issue check.

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100-GENERAL FUND REVENUES

420230-BUILDING PERMITS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BRIDGEWATER GENERAL CONTRACTING	BUILDING PERMIT REFUND	3,000.00
1 NITABEN PATEL	BOND REFUND	1,000.00
INVOICES TOTAL:		4,000.00

480601-MISCELLANEOUS INCOME

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 INTERGOVERNMENTAL RISK MGMT AGENCY	REIMBURSEMENT/CLAIM #183085-01	1,580.70
INVOICES TOTAL:		1,580.70

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - JULY 2023	332,426.22
** 1 DEARBORN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - JULY 2023	4,114.12
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/JUL 2023	833.85
** 1 METROPOLITAN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - JULY 2023	16,917.16
INVOICES TOTAL:		354,291.35

1100-VILLAGE BOARD/ADMINISTRATION

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	E-NEWSLETTER FEE	104.50
INVOICES TOTAL:		104.50

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	145.00
1 WAREHOUSE DIRECT	NAME BADGES/OFFICE SUPPLIES	81.59
INVOICES TOTAL:		226.59

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE MAYORS & MANAGERS	ANNUAL DINNER MEETING	85.00
** 1 ELAN FINANCIAL SERVICES	LODGING/ILCMA CONFERENCE	264.50
1 LAKE FOREST GRADUATE SCHOOL	TRAINING SESSIONS	6,500.00
INVOICES TOTAL:		6,849.50

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT ROTARY CLUB	QUARTERLY DUES/APRIL-JUNE 2023	230.00

** Indicates pre-issue check.

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**	1 ELAN FINANCIAL SERVICES	ILCMA MEMBERSHIP RENEWAL	487.50
		<u>INVOICES TOTAL:</u>	<u>717.50</u>

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
**	1 ELAN FINANCIAL SERVICES	PUPART SUPPLIES	526.47
	1 PROSHRED CHICAGO	SHRED EVENT	2,400.00
	1 VANTAGE CUSTOM CLASSICS INC	VOB APPAREL	1,938.80
		<u>INVOICES TOTAL:</u>	<u>4,865.27</u>

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
**	1 ELAN FINANCIAL SERVICES	MUSEUM EXPENSES/SUPPLIES	660.54
		<u>INVOICES TOTAL:</u>	<u>660.54</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
	1 COMCAST	CABLE SERVICE	31.60
**	1 ELAN FINANCIAL SERVICES	ZOOM FEES/SOIL TEST KIT	563.24
		<u>INVOICES TOTAL:</u>	<u>594.84</u>

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
	1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	12,295.00
	1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	975.00
	1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
		<u>INVOICES TOTAL:</u>	<u>14,195.00</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
	1 HAMPTON LENZINI AND RENWICK INC	AUTOMOTIVE MALL REVIEW	675.00
	1 HAMPTON LENZINI AND RENWICK INC	GRASSLAND TOWNHOMES REVIEW	8,021.25
	1 HAMPTON LENZINI AND RENWICK INC	APPLE ORCHARD PARK REVIEW	1,940.00
	1 HAMPTON LENZINI AND RENWICK INC	PICKLEBALL & BASKETBALL REVIEW	950.00
	1 V3 COMPANIES LTD	SURVEY RAILROAD & BERTEAU	112.50
		<u>INVOICES TOTAL:</u>	<u>11,698.75</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
	1 CHICAGO TITLE COMPANY LLC	BARTLETT PARK TRANSFER	3,028.00
		<u>INVOICES TOTAL:</u>	<u>3,028.00</u>

1210-LIABILITY INSURANCE

** Indicates pre-issue check.

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544200-LIABILITY INS DEDUCTIBLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGENCY	APRIL DEDUCTIBLE	44,981.25
1 INTERGOVERNMENTAL RISK MGMT AGENCY	MAY DEDUCTIBLE	49,325.77
INVOICES TOTAL:		94,307.02

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 QUADIEN INC	POSTAGE METER LEASE PAYMENT	475.38
INVOICES TOTAL:		475.38

523500-AUDIT SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAUTERBACH & AMEN LLP	AUDIT SERVICES	18,100.00
INVOICES TOTAL:		18,100.00

530135-LEAF BAG LABELS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GROOT INC	YARD WASTE STICKERS	2,000.00
INVOICES TOTAL:		2,000.00

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	FOLDERS/OFFICE SUPPLIES	95.51
1 WAREHOUSE DIRECT	ADDRESS LABELS/POST-IT NOTES	121.04
1 WAREHOUSE DIRECT	TONER	190.66
1 WAREHOUSE DIRECT	TONER	183.14
1 WAREHOUSE DIRECT	HANGING FOLDERS	132.86
INVOICES TOTAL:		723.21

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	IGFOA SEMINAR REGISTRATION	20.00
INVOICES TOTAL:		20.00

1500-PLANNING & DEV SERVICES

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BOB'S AUTO BODY INC	AUTO BODY REPAIRS	8,955.64
1 BOB'S AUTO BODY INC	TIRE REPAIRS	249.49
INVOICES TOTAL:		9,205.13

** Indicates pre-issue check.

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526005-PLAN REVIEW SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOOD & ALCOHOL SERVICE TRAINING INC	FOOD SERVICE INSPECTIONS 06/23	175.00
INVOICES TOTAL:		175.00

526006-INSPECTION SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 FOOD & ALCOHOL SERVICE TRAINING INC	FOOD SERVICE INSPECTIONS 06/23	640.00
INVOICES TOTAL:		640.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	83.52
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	72.50
INVOICES TOTAL:		156.02

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOOD & ALCOHOL SERVICE TRAINING INC	FOOD SERVICE INSPECTIONS 06/23	825.00
INVOICES TOTAL:		825.00

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PROSHRED CHICAGO	PAPER SHREDDING SERVICES	325.90
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	722.20
1 VERIZON WIRELESS	WIRELESS SERVICES	1,285.11
INVOICES TOTAL:		3,568.21

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FTD AUTO LLC	VEHICLE MAINTENANCE	348.96
1 FTD AUTO LLC	VEHICLE MAINTENANCE	80.70
1 FTD AUTO LLC	VEHICLE MAINTENANCE	55.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	80.70
1 FTD AUTO LLC	VEHICLE MAINTENANCE	80.70
1 FTD AUTO LLC	VEHICLE MAINTENANCE	183.00
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	664.30
1 MYD BARTLETT SG LLC	CAR WASH SERVICES - MAY 2023	144.00
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	21.96
INVOICES TOTAL:		1,659.32

526050-VEHICLE SET UP

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

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1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT REMOVAL FEES	475.00
	INVOICES TOTAL:	475.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES/SUPPLIES	97.48
1 AMAZON CAPITAL SERVICES INC	DOG SEAT COVER/AIR FRESHENER	106.00
** 1 ELAN FINANCIAL SERVICES	KANE CO CHIEF'S LUNCH/SYMPATHY GIFT	1,044.18
1 WAREHOUSE DIRECT	INK CARTRIDGE	48.37
1 WAREHOUSE DIRECT	INK CARTRIDGE	99.85
1 WAREHOUSE DIRECT	INK CARTRIDGE	87.84
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	117.46
	INVOICES TOTAL:	1,601.18

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	HONOR GUARD APPAREL	17.99
1 STREICHER'S INC	MEDALS & BADGES	591.00
1 STREICHER'S INC	MEDALS & BADGES	2,714.50
1 STREICHER'S INC	BADGES/HOLDERS	394.98
1 STREICHER'S INC	RETIREMENT BADGE	204.99
1 STREICHER'S INC	COLLAR PINS	50.50
	INVOICES TOTAL:	3,973.96

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DOG SEAT COVER/AIR FRESHENER	11.98
1 THE FINER LINE INC	NAME PLATES	50.16
1 WAREHOUSE DIRECT	CERTIFICATES	26.60
1 WAREHOUSE DIRECT	CREDIT - RETURN	-26.60
1 WAREHOUSE DIRECT	USB DRIVES/DOORSTOPS	165.97
1 WAREHOUSE DIRECT	DATER STAMP	63.57
	INVOICES TOTAL:	291.68

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STALKER RADAR APPLIED CONCEPTS INC	RADAR REPAIR FEES	397.50
	INVOICES TOTAL:	397.50

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	LODGING/D.A.R.E. CONFERENCE	1,332.80
1 AMY JENKINS	INIA CONFERENCE EXPENSES	1,196.85
1 NORTH EAST MULTI-REGIONAL	CLASS REGISTRATION FEE	80.00
1 NORTH EAST MULTI-REGIONAL	CLASS REGISTRATION FEES	160.00
1 DYLAN VILLAREAL	TRAINING EXPENSES	330.44

** Indicates pre-issue check.

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INVOICES TOTAL: 3,100.09

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	PORTABLE SIGNBOARDS	112.95
1 AMAZON CAPITAL SERVICES INC	BALLOONS/SUPPLIES FOR NNO	259.93
1 DIVISION LLC	NNO STUNT BIKE PERFORMANCE	1,500.00
** 1 ELAN FINANCIAL SERVICES	CAKE PURCHASE	42.74
1 GLOWBY THE BUBBLER	BUBBLE PERFORMANCE/NNO	530.00
1 JOE COTTON FORD	MINI-RACE TRACK RENTAL/NNO	600.00
1 LANDINI ENTERTAINMENT PRODUCTIONS INC	BAL DUE/TRACKLESS TRAIN FOR NNO	1,167.50
1 PATTI ANN UMMEL	FACE PAINTING/FAMILY FUN NIGHT	550.00
1 PATTI ANN UMMEL	FACE PAINTING/NAT'L NIGHT OUT	1,250.00
<u>INVOICES TOTAL:</u>		<u>6,013.12</u>

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONRAD POLYGRAPH INC	POLYGRAPH EXAM FEES	2,727.50
** 1 ELAN FINANCIAL SERVICES	MEETING REFRESHMENTS	96.51
1 INDUSTRIAL ORGANIZATIONAL SOLUTIONS I	POLICE OFFICER RECRUITMENT	4,125.00
<u>INVOICES TOTAL:</u>		<u>6,949.01</u>

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	2.10
1 VERIZON WIRELESS	WIRELESS SERVICES	302.28
1 VERIZON WIRELESS	WIRELESS SERVICES	36.01
<u>INVOICES TOTAL:</u>		<u>340.39</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	173.76
1 NICOR GAS	GAS BILL	65.82
1 NICOR GAS	GAS BILL	180.26
<u>INVOICES TOTAL:</u>		<u>419.84</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	723.23
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	4,454.35
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	45.00
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENT	539.63
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	750.00
1 SAFETY-KLEEN SYSTEMS INC	PARTS WASHER SOLVENT	440.17

** Indicates pre-issue check.

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INVOICES TOTAL: 6,952.38

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	1,098.72
<u>INVOICES TOTAL:</u>		<u>1,098.72</u>

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	2,543.75
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	3,165.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	1,550.00
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	39.70
1 UNO MAS LANDSCAPING	LANDSCAPE MAINTENANCE SERVICES	4,885.00
<u>INVOICES TOTAL:</u>		<u>13,277.20</u>

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THERESA COOPER	PUBLIC SIDEWALK REPLACEMENT	800.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,090.50
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,915.50
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	3,268.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	342.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,322.00
<u>INVOICES TOTAL:</u>		<u>10,738.00</u>

527140-TREE TRIMMING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABBOTT TREE CARE PROFESSIONALS LLC	TREE REMOVAL SERVICES	2,415.00
1 ABBOTT TREE CARE PROFESSIONALS LLC	TREE TREATMENT APPLICATION	365.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	350.00
<u>INVOICES TOTAL:</u>		<u>3,130.00</u>

527160-STREET SWEEPING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LRS LLC	STREET SWEEPING SERVICES	9,700.00
<u>INVOICES TOTAL:</u>		<u>9,700.00</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	PRINTER CARTRIDGES	36.49
1 AMAZON CAPITAL SERVICES INC	INK CARTRIDGE/PLASTIC JUGS	54.92
** 1 ELAN FINANCIAL SERVICES	BRICK PAVERS	1,241.46
** 1 ELAN FINANCIAL SERVICES	P.W. APPRECIATION LUNCHEON	126.66
1 FASTENAL COMPANY	MATERIALS & SUPPLIES	213.35
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING FLAGS	290.00

** Indicates pre-issue check.

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1 WAREHOUSE DIRECT	INK CARTRIDGE	45.29
1 WAREHOUSE DIRECT	PAPER TOWELS/CLEANING SUPPLIES	399.44
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	134.55
		INVOICES TOTAL: 2,542.16

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	I-PASS AUTO-REPLENISHMENT	13.34
		INVOICES TOTAL: 13.34

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	8.18
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	707.26
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	71.70
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	1,159.60
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	235.00
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	420.06
		INVOICES TOTAL: 2,601.80

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	1,016.62
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	210.00
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	1,043.00
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	5,369.38
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	223.82
1 GRIMCO INC	TAPE	34.50
1 GRIMCO INC	STREET SIGN MATERIALS	373.78
1 TRAFFIC CONTROL & PROTECTION INC	STREET SIGN MATERIALS	273.00
1 WELCH BROS INC	GRAVEL PURCHASE	504.00
1 WELCH BROS INC	GRAVEL PURCHASE	510.00
		INVOICES TOTAL: 9,558.10

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	APWA CONFERENCE FEES	571.32
		INVOICES TOTAL: 571.32

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING RESOURCE ASSOCIATES	ONEIDA BASIN IMPROVEMENTS	887.50
1 HAMPTON LENZINI AND RENWICK INC	LEISEBURG PARK SEWER REPAIR	678.75
1 HAMPTON LENZINI AND RENWICK INC	STREAMBANK STABILIZATION	6,585.00
		INVOICES TOTAL: 8,151.25

** Indicates pre-issue check.

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546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - JUNE 2023	165.00
INVOICES TOTAL:		165.00

3000-DEBT SERVICE EXPENDITURES

547068-2016 GO BOND INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 COMPUTERSHARE TRUST COMPANY N.A.	2016 GO BOND INTEREST PYT	52,887.50
INVOICES TOTAL:		52,887.50

4430-BLUFF CITY TIF MUN EXPENSES

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE FINER LINE INC	VELVET PEN SLEEVES	21.50
1 THE FINER LINE INC	PENS	268.75
INVOICES TOTAL:		290.25

5000-WATER OPERATING EXPENSES

520025-DWC WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - MAY 23	578,729.69
INVOICES TOTAL:		578,729.69

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	SCADA PHONE SERVICE	36.89
** 1 ELAN FINANCIAL SERVICES	I-PASS AUTO-REPLENISHMENT	13.33
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:		14,784.63

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	302.28
INVOICES TOTAL:		302.28

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	1,667.45
INVOICES TOTAL:		1,667.45

** Indicates pre-issue check.

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523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	39.70
1 DIXON ENGINEERING INC	WATER TOWER PROJECT	1,350.00
INVOICES TOTAL:		1,389.70

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	4,295.95
1 NICOR GAS	GAS BILL	67.52
1 NICOR GAS	GAS BILL	80.17
INVOICES TOTAL:		4,443.64

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	210.00
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	637.00
1 WELCH BROS INC	GRAVEL PURCHASE	476.00
INVOICES TOTAL:		1,323.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	PRINTER CARTRIDGES	36.49
1 AMAZON CAPITAL SERVICES INC	INK CARTRIDGE/PLASTIC JUGS	38.92
** 1 ELAN FINANCIAL SERVICES	P.W. APPRECIATION LUNCHEON	126.66
1 WAREHOUSE DIRECT	INK CARTRIDGE	45.30
1 WAREHOUSE DIRECT	PAPER TOWELS/CLEANING SUPPLIES	399.44
1 ZIEBELL WATER SERVICE	MATERIALS & SUPPLIES	389.60
INVOICES TOTAL:		1,036.41

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	738.14
1 HAWKINS INC	CHEMICAL SUPPLIES	822.41
INVOICES TOTAL:		1,560.55

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	SAFETY GEAR	136.00
INVOICES TOTAL:		136.00

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	JULY BILLS POSTAGE	2,927.16
INVOICES TOTAL:		2,927.16

** Indicates pre-issue check.

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534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS	4,044.80
1 WATER RESOURCES INC	WATER METERS	3,219.49
1 WATER RESOURCES INC	WATER METERS	1,561.60
INVOICES TOTAL:		8,825.89

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	APWA CONFERENCE FEES	521.33
INVOICES TOTAL:		521.33

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - JUNE 2023	165.00
INVOICES TOTAL:		165.00

547072-DWC CAPITAL BUY IN PRINCIPAL

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

5090-WATER CAPITAL PROJECTS EXP

581031-LEAK SURVEY/REPAIR

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	768.00
INVOICES TOTAL:		768.00

581038-VILLAGE SYSTEM IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BOLLER CONSTRUCTION CO INC	PUMP STATION MODIFICATIONS	14,931.00
INVOICES TOTAL:		14,931.00

510-SEWER FUND REVENUES

480601-MISCELLANEOUS INCOME

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PATRICIA MARCHESCHI	REFUND/SANITARY LINING PROGRAM	1,200.00
INVOICES TOTAL:		1,200.00

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	I-PASS AUTO-REPLENISHMENT	13.33

** Indicates pre-issue check.

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INVOICES TOTAL: **13.33**

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	302.28
		<u>INVOICES TOTAL:</u> 302.28

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	39.71
		<u>INVOICES TOTAL:</u> 39.71

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	35,820.87
1 NICOR GAS	GAS BILL	52.22
1 NICOR GAS	GAS BILL	54.31
1 NICOR GAS	GAS BILL	168.02
1 NICOR GAS	GAS BILL	165.87
1 NICOR GAS	GAS BILL	192.44
1 NICOR GAS	GAS BILL	53.07
1 NICOR GAS	GAS BILL	52.91
1 NICOR GAS	GAS BILL	52.43
		<u>INVOICES TOTAL:</u> 36,612.14

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	PRINTER CARTRIDGES	72.99
** 1 ELAN FINANCIAL SERVICES	P.W. APPRECIATION LUNCHEON	126.67
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	71.15
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	69.09
1 PRO CHEM INC	NITRILE GLOVES/CLEANING SUPPLIES	769.24
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	9.76
		<u>INVOICES TOTAL:</u> 1,118.90

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	1,241.90
1 HAWKINS INC	CHEMICAL SUPPLIES	7,714.12
1 HAWKINS INC	CHEMICAL SUPPLIES	5,289.90
1 HAWKINS INC	CHEMICAL SUPPLIES	6,589.60
1 HAWKINS INC	CHEMICAL SUPPLIES	8,050.25
1 SCHUETZ CONTAINER SYSTEMS INC	CHEMICAL SUPPLIES	782.80
		<u>INVOICES TOTAL:</u> 29,668.57

530160-SAFETY EQUIPMENT

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

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1 FIVE STAR SAFETY EQUIPMENT INC	SAFETY VEST	9.75
1 FIVE STAR SAFETY EQUIPMENT INC	RAINSUIT	40.00
INVOICES TOTAL:		49.75

532300-POSTAGE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 SEBIS DIRECT INC	JULY BILLS POSTAGE	2,927.16
INVOICES TOTAL:		2,927.16

534300-EQUIPMENT MAINTENANCE MATLS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HAWKINS INC	MAINTENANCE SUPPLIES	332.35
1 LIONHEART CRITICAL POWER	EQUIPMENT MAINTENANCE	1,477.00
1 WUNDERLICH-MALEC SERVICES INC	EQUIPMENT MAINTENANCE	723.06
INVOICES TOTAL:		2,532.41

541600-PROFESSIONAL DEVELOPMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 ELAN FINANCIAL SERVICES	APWA CONFERENCE FEES	847.35
INVOICES TOTAL:		847.35

546200-PERMIT FEES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ILLINOIS EPA	ANNUAL NPDES FEE	17,500.00
1 ILLINOIS EPA	ANNUAL NPDES FEE	500.00
INVOICES TOTAL:		18,000.00

546900-CONTINGENCIES

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

570100-MACHINERY & EQUIPMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AHW LLC	JOHN DEERE GATOR UTILITY VEHICLE	12,452.14
INVOICES TOTAL:		12,452.14

5190-SEWER CAPITAL PROJECTS EXP

582027-WWTP FACILITY IMPROVEMENTS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CONSTRUCTION & GEOTECHNICAL	SOIL TESTING	405.50
INVOICES TOTAL:		405.50

582028-DEVON EXCESS FLOW PLANT REHB

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
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** Indicates pre-issue check.

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1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY LIFT STATION	90,230.00
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW SEWER & FORCEMAIN	23,112.56
	INVOICES TOTAL:	113,342.56

5200-PARKING OPERATING EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	41.99
	INVOICES TOTAL:	41.99

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	METRA INTERNET SERVICE	124.70
	INVOICES TOTAL:	124.70

570100-MACHINERY & EQUIPMENT

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

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - JUNE 2023	304.80
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	117.50
1 COLLEY ELEVATOR COMPANY	SAFETY TEST INSPECTOR'S FEE	300.00
1 ERNEST WINDOWS INC	WINDOW CLEANING SERVICES	90.00
	INVOICES TOTAL:	812.30

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	149.52
	INVOICES TOTAL:	149.52

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	643.01
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	2,776.77
	INVOICES TOTAL:	3,419.78

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	GOLF SHOP UNIFORMS	559.16
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	28.42

** Indicates pre-issue check.

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1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	240.00
1 T-TIME DESIGNS INC	GOLF PENCILS/TEES	1,000.00
1 T-TIME DESIGNS INC	CART KEY TAGS	99.27
		INVOICES TOTAL: 1,926.85

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	603.50
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	967.47
		INVOICES TOTAL: 1,570.97

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	779.85
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	245.13
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	109.77
		INVOICES TOTAL: 1,134.75

534331-PURCHASES - GOLF SHOES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	CREDIT ON ACCOUNT	-1,096.50
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF SHOES	946.72
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF SHOES	637.92
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF SHOES	62.96
		INVOICES TOTAL: 551.10

534332-PURCHASES - GOLF BALLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF BALLS	3,965.45
1 BRIDGESTONE GOLF INC	GOLF BALLS	164.64
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF BALLS	450.00
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF BALLS	2,705.63
		INVOICES TOTAL: 7,285.72

534333-PURCHASES - GOLF CLUBS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF CLUBS	705.44
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF CLUBS	728.28
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF CLUBS	298.00
		INVOICES TOTAL: 1,731.72

534335-PURCHASES - MISC GOLF MDSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	GOLF APPAREL	1,428.21
1 ADIDAS AMERICA INC	GOLF APPAREL	502.21
1 ADIDAS AMERICA INC	CREDIT ON ACCOUNT	-780.00
1 CGA PROMOTIONS/TEAM WERKS PLUS	MUGS/FIRECRACKER OPEN	3,424.45

** Indicates pre-issue check.

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1 LUCKY IN LOVE	GOLF APPAREL	964.15
1 ST ANDREWS PRODUCTS CO	GOLF APPAREL	3,064.66
1 T-TIME DESIGNS INC	GOLF PENCILS/TEES	467.21
		INVOICES TOTAL:
		9,070.89

5510-GOLF MAINTENANCE EXPENSES

522300-UNIFORM RENTALS

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

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	925.58
		INVOICES TOTAL:
		925.58

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	4,251.58
		INVOICES TOTAL:
		4,251.58

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	603.50
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	675.59
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	967.47
		INVOICES TOTAL:
		2,246.56

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL S'TREAM LAWN & POWER	MAINTENANCE SUPPLIES	223.10
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	87.49
1 REVELS TURF & TRACTOR LLC	MAINTENANCE SUPPLIES	520.02
1 REVELS TURF & TRACTOR LLC	MAINTENANCE SUPPLIES	543.63
		INVOICES TOTAL:
		1,374.24

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CAMERA	99.99
1 BTSI	MAINTENANCE SUPPLIES	768.00
1 BTSI	MAINTENANCE SUPPLIES	329.98
		INVOICES TOTAL:
		1,197.97

** Indicates pre-issue check.

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572000-BUILDING & GROUNDS IMPROVMNTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FAULKS BROS CONSTRUCTION INC	BUNKER SAND	1,020.94
INVOICES TOTAL:		1,020.94

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - JUNE 2023	38.10
1 COMPLETE BAR SYSTEMS LLC	CLEANED BEER LINES	64.00
1 SYSCO CHICAGO INC	ECOLAB DISH LEASE - MARCH 2023	90.00
1 SYSCO CHICAGO INC	ECOLAB DISH LEASE - APRIL 2023	90.00
INVOICES TOTAL:		282.10

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	JOB AD POSTING FEES	275.00
INVOICES TOTAL:		275.00

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES SERVICE	COOLER REPAIRS	282.88
INVOICES TOTAL:		282.88

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	462.79
INVOICES TOTAL:		462.79

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	253.00
1 SYSCO CHICAGO INC	COOKING WARE/FOOD CONTAINERS	99.78
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	50.00
INVOICES TOTAL:		402.78

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A J MAKI DISTRIBUTING LLC	BEER PURCHASE	176.39
1 AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	106.25
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	250.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	413.21
1 EUCLID BEVERAGE LLC	BEER PURCHASE	730.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	874.49
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	225.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 7/18/2023

1 GRECO AND SONS INC	FOOD PURCHASE	360.00
1 GRECO AND SONS INC	FOOD PURCHASE	133.39
1 GRECO AND SONS INC	FOOD PURCHASE	153.65
1 LAKESHORE BEVERAGE	BEER PURCHASE	123.66
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	250.00
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	184.04
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	212.69
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	208.50
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	300.00
1 TEC COFFEE & FOODS	COFFEE PURCHASE	90.83
<u>INVOICES TOTAL:</u>		<u>4,792.10</u>

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - JUNE 2023	38.10
1 ALSCO	LINEN SERVICES	707.14
1 ALSCO	LINEN SERVICES	644.31
1 SYSCO CHICAGO INC	ECOLAB DISH LEASE - MARCH 2023	90.00
1 SYSCO CHICAGO INC	ECOLAB DISH LEASE - APRIL 2023	90.00
<u>INVOICES TOTAL:</u>		<u>1,569.55</u>

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELEGANT PRESENTATIONS INC	CHAIR RENTAL	1,041.59
<u>INVOICES TOTAL:</u>		<u>1,041.59</u>

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	JOB AD POSTING FEES	275.00
<u>INVOICES TOTAL:</u>		<u>275.00</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES SERVICE	COOLER REPAIRS	282.87
<u>INVOICES TOTAL:</u>		<u>282.87</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	462.79
<u>INVOICES TOTAL:</u>		<u>462.79</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MLA WHOLESALE INC	FLOWERS	111.50
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	253.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 7/18/2023

1 SYSCO CHICAGO INC	COOKING WARE/FOOD CONTAINERS	295.00
1 SYSCO CHICAGO INC	TABLEWARE	55.94
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	50.00
1 SYSCO CHICAGO INC	KITCHEN SUPPLIES	11.07
INVOICES TOTAL:		776.51

534320-PURCHASES - FOOD & BEVERAGE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	106.25
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	218.99
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	277.74
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	508.38
1 EUCLID BEVERAGE LLC	BEER PURCHASE	350.00
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	319.68
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	810.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	899.61
1 GRECO AND SONS INC	FOOD PURCHASE	596.25
1 GRECO AND SONS INC	FOOD PURCHASE	545.57
1 GRECO AND SONS INC	FOOD PURCHASE	391.44
1 IL GIARDINO DEL DOLCE INC	MINI PASTRIES/COOKIES	315.00
1 IL GIARDINO DEL DOLCE INC	CAKE	68.50
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	87.82
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	410.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	516.00
1 TEC COFFEE & FOODS	COFFEE PURCHASE	90.83
INVOICES TOTAL:		6,512.06

5580-GOLF MIDWAY EXPENSES

534320-PURCHASES - FOOD & BEVERAGE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	265.99
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	750.00
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	693.10
1 CHICAGO BEVERAGE SYSTEMS/	BEER PURCHASE	279.80
1 ELGIN BEVERAGE CO	BEER PURCHASE	295.07
1 EUCLID BEVERAGE LLC	BEER PURCHASE	614.20
1 EUCLID BEVERAGE LLC	BEER PURCHASE	773.92
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	720.30
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	378.58
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	50.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	216.53
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	95.22
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	314.00
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	155.25
1 TEC COFFEE & FOODS	COFFEE PURCHASE	90.84

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 7/18/2023

INVOICES TOTAL:	5,692.80
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6000-CENTRAL SERVICES EXPENSES

516500-UNEMPLOYMENT BENEFITS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 ILLINOIS DIRECTOR OF EMPLOYMENT SECUR	UNEMPLOYMENT BENEFITS	17,397.45
		INVOICES TOTAL:	17,397.45

522400-SERVICE AGREEMENTS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 CONVERGINT TECHNOLOGIES LLC	CAMERA EQUIPMENT REPAIRS	540.00
	1 SCHINDLER ELEVATOR CORPORATION	ANNUAL MAINTENANCE AGREEMENT	10,919.51
		INVOICES TOTAL:	11,459.51

522700-COMPUTER SERVICES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 COMCAST	INTERNET SERVICE	91.90
**	1 ELAN FINANCIAL SERVICES	GIS AUTOMATION/MDM FEES	86.92
	1 NOMIC NETWORKS INC	ANNUAL SERVICE AGREEMENT	11,700.00
	1 VC3 INC	MONTHLY SERVICE AGREEMENT	2,499.00
		INVOICES TOTAL:	14,377.82

524100-BUILDING MAINTENANCE SERVICES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - JUNE 2023	4,355.00
	1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	239.60
	1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	45.00
	1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	280.00
		INVOICES TOTAL:	4,919.60

524110-TELEPHONE

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 COMCAST	INTERNET SERVICE	228.40
	1 VERIZON WIRELESS	WIRELESS SERVICES	590.10
	1 VERIZON WIRELESS	WIRELESS SERVICES	529.90
		INVOICES TOTAL:	1,348.40

524120-UTILITIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 NICOR GAS	GAS BILL	168.83
		INVOICES TOTAL:	168.83

530100-MATERIALS & SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	66.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 7/18/2023**

1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	494.30
1 ITSAVVY	MICR TONER CARTRIDGE	403.68
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	364.63
1 WAREHOUSE DIRECT	PAPER	613.80
1 WAREHOUSE DIRECT	BATH TISSUE/PAPER TOWELS	210.54
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	61.80
INVOICES TOTAL:		2,214.75

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOWN & COUNTRY GARDENS EL	FLOWERS	87.99
INVOICES TOTAL:		87.99

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CLOUD SERVICES	1.51
1 HEARTLAND BUSINESS SYSTEMS LLC	MULTIFACTOR AUTHENTICATION TOKENS	775.00
INVOICES TOTAL:		776.51

7000-POLICE PENSION EXPENDITURES

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAUTERBACH & AMEN LLP	JUNE 2023 PSA	200.00
INVOICES TOTAL:		200.00

GRAND TOTAL: 1,684,664.19

GENERAL FUND	626,727.87
DEBT SERVICE FUND	52,887.50
BLUFF CITY TIF MUNICIPAL FUND	290.25
WATER FUND	669,707.93
SEWER FUND	219,676.80
PARKING FUND	566.69
GOLF FUND	61,856.29
CENTRAL SERVICES FUND	52,750.86
POLICE PENSION FUND	200.00
GRAND TOTAL	1,684,664.19

** Indicates pre-issue check.

VILLAGE OF BARTLETT TREASURER'S REPORT
 CASH & INVESTMENT REPORT
 FISCAL YEAR 2023/24 as of May 31, 2023

Fund	4/30/2023	Receipts	Disbursements	Detail of Ending Balance			
				Cash	Investments	Net Assets/Liab.	
General	21,326,704	2,547,030	2,970,745	6,142,160	16,131,746	(1,370,916)	20,902,990
MFT	5,133,827	154,293	0	1,863,811	3,728,424	(304,115)	5,288,120
Debt Service	946,586	126,888	300,065	187,748	585,661	0	773,409
Capital Projects	5,209,850	21,785	0	10,440	32,566	5,188,629	5,231,636
Municipal Building	3,130,064	55,324	0	705,297	2,200,101	279,989	3,185,387
Developer Deposits	2,578,792	18,474	0	1,304	4,413,738	(1,817,776)	2,597,266
59 & Lake TIF	(2,641,255)	0	0	258,144	805,252	(3,704,651)	(2,641,255)
BC Municipal TIF	1,507,845	80,647	16,785	384,555	1,199,580	(12,427)	1,571,707
Bluff City TIF Municipal	243,663	1,499	0	59,514	185,648	0	245,162
Water	4,461,348	1,021,983	634,704	1,959,548	6,112,292	(3,223,214)	4,848,626
Sewer	22,513,608	800,064	341,596	1,235,486	3,853,658	17,882,932	22,972,076
Parking	(221,293)	5,546	4,748	0	0	(220,496)	(220,496)
Golf	(585,650)	347,830	156,216	0	0	(394,037)	(394,037)
Central Services	820,702	127,279	161,619	179,749	560,710	45,903	786,362
Vehicle Replacement	4,119,313	59,518	0	511,144	1,594,461	2,073,225	4,178,831
TOTALS	68,544,102	5,368,159	4,586,479	13,498,902	41,403,835	14,423,046	69,325,783

BC Project TIF	4,223,727	552,176	0	0	0	4,775,903	4,775,903
Bluff City Project TIF	11,348	19,245	0	7,427	23,167	0	30,594
Bluff City SSA Debt Srv.	472,851	1,959	31,675	0	0	443,135	443,135
Police Pension	54,882,177	528,968	275,818	2,680,828	52,455,769	(1,270)	55,135,327


 Todd Dowden
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
 FISCAL YEAR 2023/24 as of May 31, 2023

Fund	Revenues			Expenditures		
	Actual	Current Year Budget	Prior YTD %	Actual	Current Year Budget	Prior YTD %
General	2,547,030	30,412,215	8.38%	2,970,745	30,493,039	9.74%
MFT	154,293	2,035,000	7.58%	0	2,725,000	0.00%
Debt Service	126,888	3,032,126	4.18%	300,065	2,970,906	10.10%
Capital Projects	21,785	150,000	14.52%	0	1,551,000	0.00%
Municipal Building	55,324	90,000	61.47%	0	890,000	0.00%
Developer Deposits	18,474	260,000	7.11%	0	0	0.00%
Bluff City SSA	1,959	998,450	0.20%	31,675	986,450	3.21%
59 & Lake TIF	0	150,000	0.00%	0	215,000	0.00%
Bluff City Municipal TIF	1,499	76,500	1.96%	0	105,000	0.00%
Bluff City Project TIF	19,245	2,335,000	0.82%	0	2,335,000	0.00%
Brewster Creek Municipal TIF	80,647	1,015,344	7.94%	16,785	2,610,000	0.64%
Brewster Creek Project TIF	552,176	9,104,579	6.06%	0	13,433,000	0.00%
Water	1,021,983	13,211,000	7.74%	634,704	13,965,148	4.54%
Sewer	800,064	25,220,000	3.17%	341,596	31,829,419	1.07%
Parking	5,546	60,000	9.24%	4,748	168,076	2.83%
Golf	347,830	4,620,500	7.53%	156,216	4,610,060	3.39%
Central Services	127,279	1,526,151	8.34%	161,619	1,727,781	9.35%
Vehicle Replacement	59,518	729,242	8.16%	0	1,400,000	0.00%
Police Pension	(528,968)	6,679,296	-7.92%	275,818	3,518,433	7.84%
Subtotal	5,412,572	101,705,403	5.32%	4,893,971	115,533,312	4.24%
Less Interfund Transfers	(334,996)	(5,107,286)	6.56%	(334,996)	(5,107,286)	7.62%
Total	5,077,576	96,598,117	5.26%	4,558,975	110,426,026	4.13%

VILLAGE OF BARTLETT TREASURER'S REPORT
 MAJOR REVENUE BUDGET COMPARISONS
 FISCAL YEAR 2023/24 as of May 31, 2023

Fund	Actual	Current Year		Percent	Prior YTD %
		Budget	Percent		
Property Taxes	501,350	12,396,362	4.04%	4.04%	5.56%
Sales Taxes (General Fund)	255,923	4,050,000	6.32%	6.32%	6.50%
Income Taxes	988,791	6,400,000	15.45%	15.45%	24.16%
Telecommunications Tax	31,192	410,000	7.61%	7.61%	7.81%
Home Rule Sales Tax	193,945	2,600,000	7.46%	7.46%	6.30%
Real Estate Transfer Tax	76,240	750,000	10.17%	10.17%	11.53%
Use Tax	126,478	1,700,000	7.44%	7.44%	7.84%
Building Permits	117,136	850,000	13.78%	13.78%	8.76%
MFT	146,038	1,750,000	8.35%	8.35%	8.38%
Water Charges	980,011	12,840,000	7.63%	7.63%	7.62%
Sewer Charges	604,637	6,550,000	9.23%	9.23%	9.07%
Interest Income	276,940	1,180,000	23.47%	23.47%	167.65%

Sales Taxes

Month	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	FY 23/24
May	125,055	141,609	161,850	159,411	167,379	156,194	160,850	185,540	220,859	255,956
June	153,553	170,308	178,006	186,494	194,753	187,952	183,798	277,635	281,954	
July	178,983	170,734	181,943	201,320	200,041	205,572	198,797	274,678	303,057	
August	200,051	200,031	224,385	219,629	227,783	232,110	209,005	331,855	338,161	
September	188,547	193,484	211,186	224,268	218,236	220,524	233,289	325,874	334,152	
October	190,872	204,424	209,930	215,328	211,089	262,349	221,535	299,302	380,114	
November	181,445	198,880	206,205	208,760	215,922	227,334	202,764	304,608	319,337	
December	188,055	212,286	212,435	219,639	196,081	214,284	236,916	314,214	316,040	
January	179,846	204,437	207,123	221,599	221,276	243,184	208,079	282,703	338,672	
February	160,774	170,190	201,075	206,836	196,714	186,495	199,411	312,927	335,097	
March	187,865	194,219	190,934	196,530	181,590	203,051	203,477	308,392	452,524	
April	141,054	149,630	167,837	180,413	170,866	193,930	211,072	247,260	281,334	
Total	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	255,956
% increase	-0.37%	6.46%	6.46%	3.71%	-1.58%	5.46%	-2.53%	40.34%	13.78%	15.89%
Budget	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	4,050,000

Return Back

Warrant/EFT#: EF 0013083

Fiscal Year	2023	Issue Date	05/04/23	
Warrant Total	\$255,922.86	Warrant Status		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A2417078	3A2417078	\$255,922.86



IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$255,922.86	DISTRIBUTE MUNI/CNTY SALES TAX



Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 05/03/2023
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: FEB. 2023 COLL MO: MAR. 2023 VCHR MO: MAY. 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	FY 2023-24
May	106,665	89,988	93,139	91,478	86,848	83,590	96,769	134,647	138,706	148,455
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	148,455
Plus:										
High Growth	37,682	37,743	37,801	37,266	36,909	9,192	89,348	61,771	-	
Jobs Now	359,592									
Rebuild Illinois							1,357,885	905,256	452,628	
Total	1,407,163	1,091,798	1,082,280	1,089,430	1,082,957	1,529,835	2,922,648	2,609,773	2,131,877	
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	1,750,000

Annual Inc in \$

only MFT Allocations	-0.73%	4.37%	-0.91%	0.74%	-0.58%	45.37%	-2.97%	11.34%	2.22%	7.03%
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Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets
217-782-1662

Municipality Report

Bartlett

June 5, 2023

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR MAY, 2023

Beginning Unobligated Balance	\$7,741,361.76
Motor Fuel Tax Fund Allotment	\$79,084.08
MFT Transportation Renewal Fund Allotment	\$69,370.59
Minus Amount Paid to State	\$0.00
Net Motor Fuel Tax Allotment	<u>\$148,454.67</u>
Plus Credits Processed	\$0.00
Minus Authorizations Processed	\$402,596.54
Current Unobligated Balance	<u>\$7,487,219.89</u>

PROCESSED TRANSACTIONS:

AUTHORIZATIONS:

Date	Section	Category	Memo	Amount
5/11/2023	23-00095-00-PV	Other	Light Poles & Installation	\$231,706.14
5/11/2023	23-00095-00-PV	Contract Construct		\$170,890.40
			TOTAL	<u>\$402,596.54</u>

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

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

Month	FY 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	FY 2023-24	Total Difference
May	622,835	738,677	562,075	552,308	565,171	827,513	415,461	693,410	1,304,763	988,791	
June	231,987	306,761	268,673	285,636	261,088	258,429	257,341	608,397	383,282		
July	383,947	432,821	383,442	377,861	353,016	386,474	408,647	545,787	647,045		
August	223,978	251,174	223,293	180,579	259,137	277,037	558,708	306,468	333,265		
September	219,026	239,229	243,902	212,997	252,907	245,191	316,571	323,647	362,169		
October	390,808	420,455	360,422	324,300	393,064	437,466	458,423	588,142	663,057		
November	263,481	277,231	241,907	244,065	283,096	285,514	309,760	337,156	419,871		
December	198,121	216,813	219,162	214,871	234,648	269,799	274,242	314,565	376,725		
January	335,683	406,804	354,337	313,145	341,897	377,110	436,922	560,065	611,766		
February	500,840	445,170	409,813	453,275	411,330	388,526	461,926	698,349	604,890		
March	218,490	257,723	214,499	227,873	247,673	288,908	318,357	302,694	358,254		
April	446,490	398,780	413,655	349,908	397,816	424,333	507,617	646,664	576,594		
Total	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	988,791	
LGDF @ 10%	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	1,605,180	
DIFFERENCE	(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)	(616,389)	(33,951,121)

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%
- 7/1/2023 - 6.16% to 6.47%

PROCLAMATION RECOGNIZING TAMMY SCHULZ FOR HER 30 YEARS OF SERVICE TO THE VILLAGE OF BARTLETT

WHEREAS, On June 10, 2023, Sergeant Tammy Schulz celebrated her 30th anniversary with the Village of Bartlett; and

WHEREAS, Tammy was sworn in as a Bartlett Police Officer on June 10, 1993, and then promoted to the rank of sergeant on September 11, 2020; and

WHEREAS, Tammy obtained her bachelor's degree in criminal justice management in 2006, and then her master's in organizational leadership in 2008; and

WHEREAS, Tammy served in many different capacities within the police department during her 30 years of dedicated service including a patrol officer, detective, school resource officer, evidence technician, crime prevention officer, D.A.R.E. instructor; and

WHEREAS, Tammy was instrumental in creating several of the police department's past and current community-based policing programs including the D.A.R.E. car washes, Stranger Danger Puppet Shows, and D.A.R.E. Family Fishing Derby; and

WHEREAS, the Village and its stakeholders are eternally grateful for Tammy's service, her passion, and her commitment to fulfill the police department's mission to "Serve with Care and Protect with Confidence"; and

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 Sergeant Tammy Schulz.

Dated this 18th day of July, 2023



Kevin Wallace, Village President

A PROCLAMATION RECOGNIZING DEPUTY CHIEF JIM DURBIN UPON HIS RETIREMENT FROM THE VILLAGE OF BARTLETT

WHEREAS, Jim Durbin was sworn in as a Bartlett Police Officer on June 22, 1998; and

WHEREAS, Jim was promoted to the rank of Sergeant on March 25, 2005, and appointed to the rank of Deputy Chief on June 18, 2019; and

WHEREAS, during his 25 years of dedicated service, Jim served in many different capacities for the police department including Patrol Officer, Crime Prevention Officer, D.A.R.E. Instructor, and Round Table Team member; and

WHEREAS, Jim served as the Directed Patrol Team Sergeant, Emergency Management Team Coordinator, Recruitment Team Supervisor, and Training Committee Coordinator, which he played a critical role in the training, supervision, and mentoring of our police officers; and

WHEREAS, Jim has contributed in immeasurable ways to the safety and wellness of our residents and police officers over the years by serving as an Emergency Vehicle Operator's Course Instructor and Child Safety Seat Technician; and

WHEREAS, Jim planned and organized the Village of Bartlett's 1st place National Night Out celebration in 2002; and

WHEREAS, Jim successfully completed the intensive leadership and management education programs at the Northwestern School of Police Staff & Command and the Police Executive Research Forum's Senior Management Institute for Police; and

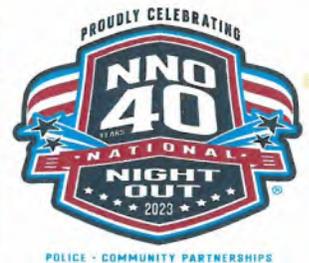
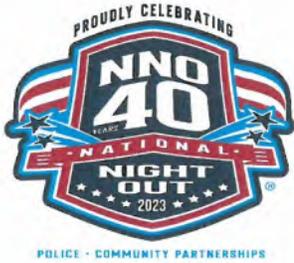
WHEREAS, the Village is forever proud of Jim's many accolades and awards during his career which include the 2019 Leadership Award, three Shift Citations, and three Employee of the Month Awards;

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, offer our many, many thanks to Deputy Chief Jim Durbin for his service to the Bartlett community. His unwavering career commitment to the police department and the Village of Bartlett have positively impacted so many lives and we wholeheartedly wish him a retirement filled with good health and much happiness.

Dated this 18th Day of July, 2023



Kevin Wallace, Village President



*Proclamation
National Night Out 2023
Tuesday, August 1, 2023*

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on Tuesday, August 1, 2023 entitled “National Night Out”; and

WHEREAS, the “40th Annual National Night Out” provides an exceptional opportunity for Bartlett, Illinois to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the Village of Bartlett plays a vital role in assisting Bartlett Police Department through joint crime, drug and violence prevention efforts in Bartlett, Illinois and has supported “National Night Out” locally since 1993; and

WHEREAS, it is essential all citizens of the Village of Bartlett be aware of the importance of crime prevention programs and understand the impact their participation can have on reducing crime, drugs and violence in Bartlett, Illinois; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are essential themes of the “National Night Out” program;

NOW, THEREFORE, I, VILLAGE PRESIDENT KEVIN WALLACE, do hereby call upon all citizens of Bartlett, Illinois to join the VILLAGE OF BARTLETT and the National Association of Town Watch in supporting the “40th Annual National Night Out” on Tuesday, August 1, 2023.

FURTHER, LET IT BE RESOLVED THAT I, VILLAGE PRESIDENT KEVIN WALLACE, do hereby proclaim Tuesday, August 1, 2023 as “NATIONAL NIGHT OUT” in Bartlett, Illinois.

Village Clerk

Village President





Agenda Item Executive Summary

Item Name	Hawk Hollow Middle School	Committee or Board	Board
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BUDGET IMPACT

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

EXECUTIVE SUMMARY

School District U-46 intends to convert Hawk Hollow Elementary School into a middle school. In order to build the addition, U-46 submitted a petition for site plan review for the school expansion, an amendment to the Future Land Use Plan to identify the property as Institutional, rezone the property to the P-1 Public Lands Zoning District, consolidate the existing vacant single family lots and vacate the rights of way for Fair Oaks Road, Jacaranda Drive and Winston Lane.

The Planning & Zoning Commission reviewed the petition, conducted the required public hearing and **recommended approval of the requests** at their June 1, 2023 meeting.

At the June 20, 2023 Committee of the Whole meeting, concerns were raised about the request to vacate the Fair Oaks Road right of way and traffic/safety concerns at the Gerber Rd/Schick Rd and Gerber Rd/Army Trail Rd intersections.

After meeting with staff, School District U-46 agreed not to vacate Fair Oaks Rd, with the knowledge the bus stacking lane would be reduced if Fair Oaks Road is constructed at a later date. The school district also submitted an intergovernmental agreement regarding traffic studies and potential future intersection improvements.

The attached ordinance includes the following two conditions:

- A. The Plat of Vacation, the Plat of Consolidation, and the Plat of Abrogation for the utility easements must be revised to show that the portion of the Fair Oaks Road right-of-way that runs across a portion of the Subject Property, referred to as the Fair Oaks Collector, remain as a dedicated public right-of-way, and such revised Plats must be approved by the Planning & Development Services Director prior to recording;
- P. The Petitioner must enter into the Intergovernmental Agreement with the Village, in a form substantially similar to that attached hereto as **Exhibit E**, regarding traffic studies and potential future intersection improvements at the intersections of Gerber Road and West Army Trail Road and Gerber Road and E. Schick Road.

ATTACHMENTS (PLEASE LIST)

PDS Memo, ordinance with exhibits

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to Approve Ordinance #2023-_____ An Ordinance Approving an Amendment to the Village of Bartlett Future Land Use Plan, a Rezoning, a Plat of Consolidation, a Plat of Vacation, and a Site Plan for Hawk Hollow Middle School
- Motion

Staff: Kristy Stone, PDS Director

Date: July 12, 2023

PLANNING & DEVELOPMENT SERVICES MEMORANDUM

23-40

DATE: July 8, 2023
TO: Paula Schumacher, Village Administrator
FROM: Kristy Stone, PDS Director 
RE: **(#23-02) Hawk Hollow Middle School**

PETITIONER

Patricia Waldau on behalf of School District U-46

SUBJECT SITE

235 Jacaranda Drive

REQUESTS

Amendment to the Future Land Use Plan
Rezoning from SR-2 PUD to P-1
Plat of Consolidation
Plat of Vacation
Site Plan

MOST RECENT UPDATE

The attached ordinance includes the following two conditions:

- A. The Plat of Vacation, the Plat of Consolidation, and the Plat of Abrogation for the utility easements must be revised to show that the portion of the Fair Oaks Road right-of-way that runs across a portion of the Subject Property, referred to as the Fair Oaks Collector, remain as a dedicated public right-of-way, and such revised Plats must be approved by the Planning & Development Services Director prior to recording;
- P. The Petitioner must enter into the Intergovernmental Agreement with the Village, in a form substantially similar to that attached hereto as **Exhibit E**, regarding traffic studies and potential future intersection improvements at the intersections of Gerber Road and West Army Trail Road and Gerber Road and E. Schick Road.

UPDATE

At the June 20, 2023 Committee of the Whole meeting, concerns were raised regarding 1) the turning radius for buses at the Gerber Road/Army Trail Road, 2) the background of Fair Oaks Road right of way, and 3) the safety of the Schick

Road/Gerber Road intersection. Staff was directed to meet with the School District and prepare additional information on each of the three concerns.

The Village's traffic consultant prepared the attached auto-turn exhibit for buses making a right hand turn northbound onto Gerber Road from Army Trail Road. Based on the analysis, a bus is able to turn onto Gerber Road without encroaching into the opposite lane. **Representatives from U-46 confirmed that buses currently make that turn without incident.**

Staff researched the history of the proposed Fair Oaks Rd extension in the Thoroughfare Plan. The Village's traffic consultant prepared the attached Fair Oaks Road/Gerber Road Conceptual Improvement Plan. **Based on staff's research:**

- **the Fair Oaks Road extension was only recommended if a railroad crossing was built;**
- **the railroad will not approve an at-grade crossing and the cost of a separated crossing is estimated to be \$25-30 million;**
- **right of way would need to be acquired from two property owners that are opposed to the Fair Oaks Road extension;**
- **a wetland delineation of the right of way would be required to determine if the existing wetlands are regulatory or critical - mitigation cost are \$175,000/acre**

The Mayor and staff met with School District U-46 to discuss the Committee of the Whole's concerns and the impact of the Fair Oaks Road extension on the school. **The district is willing to keep the Fair Oaks right-of-way in order to keep the project on schedule.** The construction and realignment of Fair Oaks Road would have the following impacts on the school property:

- **decrease the amount of stacking for buses at the middle school from 21 spaces to 16 spaces; and**
- **the realignment of the Gerber/Fair Oaks/Jacaranda intersection would create more conflicts for buses entering and exiting the school site.**

School District U-46 submitted a draft intergovernmental agreement which includes a commitment to collaborate with the Village for the next two years on a traffic study and a cost sharing agreement for intersection improvements warranted by the traffic study. *The IGA under review by the Village Attorney.*

The auto-turn exhibit, Fair Oaks Rd PowerPoint, the Conceptual Improvement Plan and the previous background information are attached for your review.

SURROUNDING LAND USES

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
Subject Site	Vacant single-family lots, Municipal/Institutional & Public School	Suburban Residential	P-1 & SR-2 PUD
North	Single Family	Suburban Residential	SR-2

South	Single Family	Suburban Residential	SR-2 PUD
East	Single Family	Suburban Residential / Open Space	PD
West	Single Family	Suburban Residential	ER-1

ZONING HISTORY

- 1986 – Subject property was annexed to the Village by Ordinance # 1986-47 and automatically zoned ER-1 (Estate Residence) upon annexation.
- 1998 – An application for the Jacaranda Estates Subdivision consisting of 49 single family lots and the rezoning of the subject property from ER-1 to SR-3 (8,100 sq. ft. lots) was denied by the Village Board by Ordinance # 1998-52 (An Ordinance Denying William H. Brown's Request for Rezoning and Preliminary Plat Approval).
- May 16, 2000 – Property owner William H. Brown and the Village enter into a Consent Decree to settle a lawsuit filed by the Owner against the Village. Resolution #2000-55R (A Resolution Approving Consent Decree Settling the William H. Brown V. Bartlett Lawsuit)
- May 16, 2000 – The subject property was rezoned from ER-1 to the SR-2 PUD Zoning District, a Preliminary Plat of Subdivision was approved for 43 single family lots and a Special Use Permit was granted to allow for the Planned Unit Development by Ordinance #2000-56 (An Ordinance Granting a Special Use Permit for an SR-2 Planned Unit Development and Preliminary Subdivision Plat Approval for the Jacaranda Subdivision).
- July 5, 2001 - School District U-46 purchased the Subject Property from the Brown Trust and petitioned the Village for Site Plan approval for a proposed Elementary School. The Site Plan, which included the construction of Jacaranda Drive, was approved by Ordinance #2001-88 (An Ordinance Approving the Site Plan for The Gerber Road Elementary School).
- October 2, 2001 – School District U-46 filed a Final Plat of Subdivision for the Jacaranda Subdivision (15 single family lots) and a Special Use Permit for wetlands on the Subject Property which was approved by Ordinance #2001-126 (An Ordinance Approving the Final Plat and Special Use for Wetlands for the Jacaranda Subdivision).
- 2017 - The Bartlett Subdivision and PUD Ordinance provides (1) that a Preliminary PUD plan shall be effective for one year or such time extended by the Board for a Final PUD plan to be approved; otherwise, the Preliminary PUD plan must be resubmitted for review and approval; and (2) construction in accordance with a Final PUD plan must commence within one year from when the plan is approved, unless an extension is granted by the Board;

otherwise, the Final PUD plan approval becomes null and void. The Preliminary PUD plan was approved in 2000, and the Final PUD Plan was approved in 2001. No extensions were requested or granted, but the Preliminary/Final PUD plan under consideration for approval is almost identical to the Final PUD plan approved by the Village in 2003.

- 2018 – A preliminary/Final PUD Plan and a Final Plat of Subdivision for a 15-lot single family development on 20.23 acres including the existing 8.1-acre Hawk Hollow Elementary School site was approved. The PUD required the approval of a Special Use Permit to allow for modifications from the SR-2 bulk requirements to accommodate the proposed 15-lot single family development. The proposal included a rezoning of the school site property from SR-2 PUD to P-1 Zoning District. An 80' right-of-way for a future extension of Fair Oaks Road was also included as this extension would follow the Village's Future Land Use Plan and Thoroughfare Plan road alignment.

CURRENT DISCUSSION

1. The petitioner is proposing to vacate the rights of way, abrogate the easements and consolidate the existing 22 lots established by the Jacaranda Subdivision, and is requesting a **Plat of Vacation and Plat of Consolidation** to consolidate the single-family lots with the school lot for the conversion of Hawk Hollow Elementary School into a middle school.
2. The petitioner is also requesting to **rezone** the property to the P-1 Public Lands zoning district upon consolidation.
3. The **Site Plan** for the proposed school facility expansion includes a two-story addition as well as two parking lots providing a total 236 parking spaces. The proposed facility will have a total building area of 150,362 square feet and will have a maximum height of 34-feet. The building addition will consist of masonry utility brick veneers with finished aluminum curtain walls. U-46 anticipates a total of 27 classrooms and a maximum enrollment of 750 students upon completion of the expansion. The majority of the expansion is devoted to flex/lab space, library expansion, and a new gymnasium.
4. The only vehicular access to the school will be from Gerber Road via two curbcuts. The northern curbcut will be utilized by staff and parents for student drop-off/pick-up, and the southern curbcut (currently Jacaranda Drive) will be utilized by buses only. The bus loop will be able to accommodate 21 queued school buses at a time. The parent drop-off/pick up lane will have approximately 2,080 feet of queuing space and will be able to accommodate 84 queued vehicles at a time. *(Please see figure 9 of the Sam Schwartz Traffic Impact Study in the attachments)*

U-46 has provided staff with vehicle circulation plans for the three largest

middle schools in the district showing similarly separated bus and parent drop-off/pick up lanes. (Please see in the attachments) Village staff consulted with traffic enforcement entities from South Elgin, Streamwood and Bartlett and all entities reported no significant traffic impact on public streets adjoining these schools.

Middle Schools	Enrollment	Bus Stacking	Car Stacking
Hawk Hollow	Projected 750 Students	21 Buses	84 Cars
Tefft Middle	898 Students	15 Buses	20 Cars
Kenyon Woods	806 Students	17 Buses	28 Cars
Eastview	695 Students	15 Buses	14 Cars

Stacking estimates based on lane distances provided by U-46 and assuming 25 feet per car and 46 feet per bus.

U-46 also reported that drop-off operations in the morning typically generate less traffic congestion and queuing demand than pick-up lines in the afternoon. The parent drop-off/pick up lane has a morning and afternoon configuration in order to best meet the different demands from each time period. The afternoon pick-up lane configuration serpentine through the parking area to allow for more car stacking. U-46 assumes a total of 10 minutes before the school day and 15-20 minutes surrounding the dismissal bell to be the peak traffic periods at the middle schools and Bartlett High School. Traffic is generally cleared 10 minutes after school ends. (Please see figure 9 of the Sam Schwartz Traffic Impact Study in the attachments)

Current middle school entry bells are at 8:50AM with first period beginning at 9:00AM. Eighth period end times vary from school to school, ranging from 3:21PM to 3:28PM. Bartlett High School's first warning bell is at 7:30AM with first period beginning at 7:40AM. Eighth period ends at 2:55PM.

5. As recommended in the petitioner's traffic study (please see the Sam Schwartz Traffic Impact Study in the attachments) off-site improvements will be made to Gerber Road. A new southbound left-turn lane into the new north drive will be striped providing 115 feet of storage and approximately 50 feet of taper. The existing southbound left-turn lane (currently Jacaranda Drive) will be reduced due to the location of proposed north access. The turn lane will provide 115 feet of storage and approximately 100 feet of taper. This turn lane will be for bus use only.
6. The Village's traffic consultant has reviewed and approved the traffic study and the proposed roadway striping improvements. Roadway striping improvements on Gerber Road will be completed by U-46 per the attached letter written on May 5th 2023.
7. Stormwater detention will be located at the northwest corner of the site along

Gerber Road between the two access drives.

8. The existing sidewalks and bike paths will also be extended and relocated where necessary to better connect the school site to the surrounding residential areas.
9. The Village's Future Land Use Plan designates the property as Suburban Residential and Municipal/Institutional. The petitioner is also requesting an **amendment to the Future Land Use Plan** to remove the Fair Oaks Road and Winston Lane extensions and designate the entire property as Municipal/Institutional.
10. All plans are currently being reviewed by Staff.

RECOMMENDATION

1. The Staff recommends **approval** of the petitioner's requests amending the Future Land Use Plan, Rezoning from SR-2 PUD to P-1, the Plat of Consolidation, and the Site Plan, subject to the following conditions and findings of fact:
 - A. The Plat of Abrogation, the Plat of Vacation, and the Plat of Consolidation shall be recorded prior to the issuance of any building permit;
 - B. Village Engineer approval of the engineering plans;
 - C. Building permits shall be required for all construction activities;
 - D. Planning and Development Services approval of the landscape and photometric plan;
 - E. 8-ft. wide sidewalk and bike paths shall be installed in accordance with the site plan;
 - F. Landscaping must be installed within one year of the issuance of a building permit;
 - G. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to the Planning & Development Services department for review and approval by the village forester and a bond posted in the approved amount for its future installation;
 - H. All proposed signage shall require permits and approval from the Planning & Development Services Department prior to installation;
 - I. The dumpster shall be located behind a solid gate;
 - J. Any required Public Improvement Completion Agreement and associated bonds shall be submitted for review and approval by the Village Attorney.
 - K. Findings of Fact (Amendment to the Future Land Use Plan):
 - i. That there has been a change in assumptions regarding the availability of public-school facilities from those on which the comprehensive plan is based;
 - ii. That new issues or needs have presented themselves to the village that are not adequately addressed in the comprehensive plan; and

- iii. That the amendment will not adversely affect the character of the area in which the proposed development is to be located.
- L. Findings of Fact (Zoning Change – SR-2 PUD to P-1):
 - i. That the proposed rezoning from SR-2 PUD to P-1 is compatible with existing uses of property within the general area of the property in question;
 - ii. That the proposed rezoning from SR-2 PUD to P-1 is compatible with the zoning classifications of property within the general area of the property in question;
 - iii. That the proposed school expansion is compatible with the uses permitted under the existing zoning classification;
 - iv. That the proposed rezoning would have no depreciatory impact upon surrounding properties in the general area of the property in question;
 - v. That the proposed zoning change is in compliance with the Bartlett Comprehensive Plan or its amendments.
- M. Findings of Fact (Site Plan):
 - i. That the proposed school expansion on the Subject Property is a permitted use in the proposed P-1 Zoning District;
 - ii. That the proposed school expansion on the Subject Property and the proposed improvements, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
 - iii. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient, and convenient movement of traffic not only within the site but on adjacent roadways as well;
 - iv. That the site plan provides for the safe movement of pedestrians within the site;
 - v. That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking, or access ways shall be landscaped with a mixture of grass, trees, and shrubs.
- 2. The Planning and Zoning Commission held the required public hearing, reviewed the petitioner's request and **recommended approval** at their meeting on June 1, 2023 with the following additional conditions:
 - N. The Village shall closely monitor the intersection of Schick Road and Gerber Road;
 - O. The petitioner shall study the proposed north fence regarding grades and height;
 - P. The petitioner shall add screening at the end of Winston Lane to the end of the fence as far east as possible;
 - Q. The petitioner shall provide a safety monitor (crossing guard) at the proposed north entrance.

3. After the P & Z Commission meeting, the applicant has agreed to having a safety monitor (crossing guard) at the north entrance and has submitted the following which are attached:
 - i. Fence section exhibit EX1 in which the fence has been moved further south and is now eight (8) feet from north property line (previously 5 feet);
 - ii. Landscape Plan L2.0 which includes the addition of seven (7) Black Hill Spruce trees at the south end of Winston Drive to provide additional screening of the parking lot

/attachments

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ORDINANCE 2023 - _____

AN ORDINANCE APPROVING AN AMENDMENT TO THE VILLAGE OF BARTLETT FUTURE LAND USE PLAN, A REZONING, A PLAT OF CONSOLIDATION, A PLAT OF VACATION, AND A SITE PLAN FOR HAWK HOLLOW MIDDLE SCHOOL

WHEREAS, School District U-46 (also referred to as the "**Petitioner**") is the owner of approximately 19.9 acres of land located along the east side of Gerber Road in the Village of Bartlett- ("**Village**"), legally described on **Exhibit A**, and zoned partially SR-2 PUD (Suburban Residence) and partially P-1 (Public Lands), which property has previously been known as the Hawk Hollow Elementary School Site and is referred to herein as the "**Subject Property**"; and

WHEREAS, a special use permit for an SR-2 Planned Unit Development and a Preliminary Plat of Subdivision approval for a 43 single family home development on the Subject Property was approved by Ordinance #2000-56 on May 16, 2000, consistent with the terms of a certain Consent Decree which settled a lawsuit filed by a prior owner of the Subject Property, the William H. Brown Trust, against the Village of Bartlett; and

WHEREAS, School District U-46 subsequently purchased the Subject Property from the William H. Brown Trust, and petitioned the Village for Site Plan approval for an elementary school on 8.1 acres of the Subject Property which was approved on July 5, 2001 by Ordinance #2001-88; and

WHEREAS, School District U-46 petitioned the Village for approval of a Final Plat of Subdivision for the Jacaranda Subdivision consisting of 15 single family lots, the School Site (Lot 16) and various outlots, and a Special Use Permit for wetlands, which was approved on October 2, 2001 by Ordinance #2001-126, however, because the single family home development was not constructed, nor was an extension from the required one year time limit from the approval of the Final PUD Plan for construction to commence requested by School District U46, nor granted by the Village corporate authorities, the approval of the PUD plan and SR-2 PUD zoning on the balance of the Subject Property expired under the express terms of the Bartlett Zoning Ordinance; however, the Gerber Road Elementary School site plan approval for the School Site and wetland special use permit for the Subject Property previously granted by the Village corporate authorities did not expire and remained in place; and

WHEREAS, in 2018 School District U-46 filed a petition for approval of a Preliminary/Final PUD Plan, a Final Plat of Subdivision for 15 single family lots and seven outlots, the rezoning of several lots on the Subject Property (Lots 16 and 22) to the P-1 (Public Lands) Zoning District, a Special Use Permit for a Planned Unit Development (the "PUD" or the "Planned Unit Development"), and an extension to allow two years, rather than the one year time frame, for construction to commence from the approval of the Final PUD Plan on the Subject Property, which was approved by the Village on February 6, 2018, by Ordinance #2018-13; and

WHEREAS, School District U-46 now seeks to convert the existing Hawk Hollow Elementary School to a middle school on the Subject Property, without any adjacent residential development, and has filed a new petition for approval of (1) an amendment to the Village's Future Land Use Plan to designate the entire Subject Property as Municipal/Institutional; (2) a rezoning of the portion of the Subject Property zoned SR-2 PUD to the to the P-1 Public Lands Zoning District, such that the entire Subject Property is zoned P-1; (3) a Plat of Consolidation to consolidate 18 of the existing lots into a single lot of record; (4) a Plat of Vacation vacating portions of Jacaranda Drive and Winston Lane, and (5) a Site Plan for the proposed Hawk Hollow Middle School (collectively, the "**Petition**"); and

WHEREAS, On June 1, 2023, pursuant to proper notice, the Bartlett Planning and Zoning Commission conducted a public hearing and reviewed the Petition from School District U-46, and has recommended to the Corporate Authorities that the Petition be granted, subject to the conditions and findings of fact set forth in its report; and

WHEREAS, the Corporate Authorities have considered the recommendation of the Bartlett Planning and Zoning Commission and have determined that it is in the public interest of the Village and its residents to approve the Petition, subject to the terms and conditions set forth in this Ordinance.

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

Section 1. Recitals. The recitals listed above are incorporated into this Ordinance as if fully set forth in this Section 1.

Section 2. Findings of Fact.

A. **Future Land Use Map Amendment.** Based in part on the conditions set forth in Section 8 of this Ordinance, the Corporate Authorities make the following findings of fact regarding the Petitioner's application for an Amendment to the Future Land Use Plan to designate the entire Subject Property as Municipal/Institutional:

1. There has been a change in assumptions regarding the availability of public-school facilities from those on which the Future Land Use Plan is based;
2. New issues or needs have presented themselves to the Village that are not adequately addressed in the Future Land Use Plan; and
3. The amendment will not adversely affect the character of the area in which the proposed development is to be located.

B. **Rezoning.** Based in part on the conditions set forth in Section 8 of this Ordinance, the Corporate Authorities make the following findings of fact regarding the Petitioner's application to rezone the portion of the Subject Property zoned SR-2 PUD to

the to the P-1 Public Lands Zoning District, such that the entire Subject Property is zoned P-1:

1. The proposed rezoning from SR-2 PUD to P-1 is compatible with existing uses of property within the general area of the property in question;
2. The proposed rezoning from SR-2 PUD to P-1 is compatible with the zoning classifications of property within the general area of the property in question;
3. The proposed school expansion is compatible to the uses permitted under the existing zoning classification;
4. The proposed rezoning would have no depreciatory impact upon surrounding properties in the general area of the property in question; and
5. The proposed zoning change is in compliance with the Bartlett Comprehensive Plan or its amendments.

C. Site Plan. Based in part on the conditions set forth in Section 8 of this Ordinance, the Corporate Authorities make the following findings of fact regarding the Petitioner's application for approval of the Site Plan for Hawk Hollow Middle School:

1. The proposed school expansion on the Subject Property is a permitted use in the proposed P-1 Public Lands Zoning District;
2. The proposed school expansion on the Subject Property and the proposed improvements, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
3. The vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
4. The site plan provides for the safe movement of pedestrians within the site;
5. There is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking, or access ways shall be landscaped with a mixture of grass, trees, and shrubs; and
6. That all trash enclosures and outdoor storage areas are, or will be, screened and are, or will be, in accordance with standards specified in this Ordinance and the Bartlett Zoning Ordinance.

Section 3. Future Land Use Plan Amendment. Pursuant to Section 10-13-5 of the Bartlett Zoning Ordinance, and subject to the conditions set forth in Section 8 of

this Ordinance, the Corporate Authorities hereby approve the amendment to the Future Land Use Plan to designate the entire Subject Property as Municipal/Institutional.

Section 4. Rezoning. Pursuant to Section 10-13-18 of the Bartlett Zoning Ordinance, and subject to the conditions set forth in Section 8 of this Ordinance, the Corporate Authorities hereby approve the rezoning of that portion of the Subject Property zoned SR-2 PUD to the to the P-1 Public Lands Zoning District, such that the entire Subject Property is zoned P-1, and the Official Zoning Map of the Village is hereby amended to reflect the rezoning of the Subject Property to the P-1 Public Lands Zoning District.

Section 5. Plat of Vacation.

A. **Plat of Vacation Approved.** The Plat of Vacation, prepared by Cage Civil Engineering with a latest revision date of March 20, 2023 ("***Plat of Vacation***"), attached hereto as **Exhibit B**, is hereby approved, subject to the required revisions and conditions contained in Section 8 of this Ordinance.

B. **Title Conveyed.** In exchange for the Consideration, as defined in Section 5.C, and other good and valuable consideration, the Corporate Authorities of the Village hereby convey title to the vacated rights-of-way shown on the Plat of Vacation to School District U-46, subject to the revisions to the Plat of Vacation required under Section 8 of this Ordinance.

C. **Consideration.** The Corporate Authorities of the Village recognize that vacating the rights-of-way shown on the Plat of Vacation (as required to be amended by Section 8 of this Ordinance) and conveying title to the vacated rights-of-way to School District U-46 will relieve the Village from any further burden and responsibility for the maintenance of the rights-of-way and allow for the development and operation of a new public middle school in the Village, and the Corporate Authorities of the Village determine that these public interests constitute valuable consideration for the conveyance of the vacated rights-of-way to School District U-46.

Section 6. Plat of Consolidation. The Final Plat of Consolidation, prepared by Cage Civil Engineering and dated December 12, 2022 ("***Plat of Consolidation***"), attached hereto as **Exhibit C**, is hereby approved, subject to the required revisions and conditions contained in Section 8 of this Ordinance.

Section 7. Site Plan. The Site Plan, prepared by Arcon Architects and dated March 20, 2023 ("***Site Plan***"), attached hereto as **Exhibit D**, is hereby approved, subject to the conditions contained in Section 8 of this Ordinance.

Section 8. Conditions. The approvals granted pursuant to this Ordinance shall be and are hereby expressly subject to and contingent upon each of the following terms, conditions, and restrictions, the violation of any of which shall, in the sole discretion of the Corporate Authorities, invalidate the approvals granted in this Ordinance:

- A. The Plat of Vacation, the Plat of Consolidation, and the Plat of Abrogation for the utility easements must be revised to show that the portion of the Fair Oaks Road right-of-way that runs across a portion of the Subject Property, referred to as the Fair Oaks Collector, remain as a dedicated public right-of-way, and such revised Plats must be approved by the Planning & Development Services Director prior to recording;
- B. The Plat of Abrogation, the Plat of Vacation and The Plat of Consolidation must be recorded prior to the issuance of any building permits for the Subject Property;
- C. Village Engineer approval of the engineering plans;
- D. Building permits and all other necessary permits shall be required for all construction activities, and this Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind may be commenced on the Subject Property pursuant to the approvals granted by this Ordinance unless and until all conditions of this Ordinance precedent to that work have been fulfilled and after all permits, approvals, and other authorizations for the work have been properly applied for, paid for, and granted in accordance with all applicable laws and regulations.
- E. Planning and Development Services approval of the landscape and photometric plan;
- F. 8-ft. wide sidewalk and bike paths shall be installed in accordance with the Site Plan;
- G. Landscaping must be installed within one year of the issuance of a building permit;
- H. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to the Planning & Development Services department for review and approval by the Village Forester and a bond posted in the approved amount for its future installation;
- I. All proposed signage shall require permits and approval from the Planning & Development Services Department prior to installation;
- J. The dumpster shall be located behind a solid gate;
- K. The Petitioner must execute and deliver to the Village a Public Improvements Completion Agreement with the Village agreeing to construct, complete, and fully pay for all of the on-site and off-site public improvements in strict compliance with the final engineering plans as

approved by the Village Engineer and in compliance with the Bartlett Subdivision Ordinance, and the Petitioner must post the necessary security with the Village to ensure the construction and maintenance of such public improvements, all of which will be subject to review and approval by the Village Attorney.

- L. The Village will closely monitor the intersection of Schick Road and Gerber Road;
- M. The Petitioner must provide a safety monitor (crossing guard) at the proposed north entrance to the new middle school;
- N. The Bartlett Zoning Ordinance, the Subdivision Ordinance, Village building codes, and all other applicable Village ordinances and regulations shall continue to apply to the Subject Property, and the development and use of the Subject Property must comply with all laws and regulations of the Village and all other federal, state, and local governments and agencies having jurisdiction.
- O. The development, maintenance, and use of the Subject Property must be in substantial compliance with the final plans attached hereto as Exhibit B, Exhibit C, Exhibit D, and the final engineering, design, fencing, and landscape plans as approved by the Village Engineer and Planning & Development Services Department, except for minor changes to such plans as approved by the Director of Planning & Development Services and the Village Engineer; and
- P. The Petitioner must enter into the Intergovernmental Agreement with the Village, in a form substantially similar to that attached hereto as **Exhibit E**, regarding traffic studies and potential future intersection improvements at the intersections of Gerber Road and West Army Trail Road and Gerber Road and E. Schick Road.

Section 9. Failure to Comply. Upon failure or refusal of the Petitioner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the approvals granted pursuant to this Ordinance (collectively, the “**Conditioned Approvals**”), will, at the sole discretion of the Corporate Authorities, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Corporate Authorities will not revoke the Conditioned Approvals unless it first provides the Petitioner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Board of Trustees regarding the revocation. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the P-1 Public Lands Zoning District, as the same may, from time to time, be amended. Further, in the event of revocation, the Village Administrator and Village Attorney are authorized and directed to bring all zoning enforcement actions as may be appropriate under the circumstances. The Petitioner acknowledges that public notices and hearings have been held with respect to the

adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section 9, and agrees not to challenge any revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Petitioner required by this Section 9 is given.

Section 10. Severability. In the event a court of competent jurisdiction finds this Ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

Section 11. Repeal and Saving Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or cause of action which shall have accrued to the Village of Bartlett prior to the effective date of this Ordinance.

Section 12. Effective Date. This Ordinance shall be in full force and effect after its passage and approval according to law.

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 Ordinance 2023- _____ enacted on July 18, 2023, and approved on July 18, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Exhibit A

Legal Description

LOTS 1 THROUGH 22, INCLUSIVE, IN THE JACARANDA SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH HALD OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 2018, AS DOCUMENT R2018-045650, IN DUPAGE COUNTY, ILLINOIS.

THESE DOCUMENTS ARE COPYRIGHTED REPRODUCTIONS OF THE DRAWINGS BY ANY PHOTOGRAPHIC, LITHOGRAPHIC OR OTHER MEANS. THESE DOCUMENTS ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE EXPRESS WRITTEN PERMISSION OF ARCH ASSOCIATES, INC. 2011 ARCH ASSOCIATES, INC.

ARCH SITE PLAN - SITE PLAN



THIS SITE PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

NOTES	1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE LOCAL ORDINANCES.
GENERAL NOTES	2. THE ARCHITECT HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE SITE CONDITIONS AND HAS FOUND THEM TO BE AS SHOWN ON THIS PLAN.
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PROJECT INFORMATION

Project Name: **AS1.0**

Project Number: **22004**

Architect: **ARCH ASSOCIATES, INC.**

Address: **315 E. Chicago St., Elmhurst, IL 60120**

Phone: **(630) 834-1100**

Website: **www.architects.com**

ISSUED FOR BID



UNIVERSITY OF 46TH STREET

315 E. Chicago St.
Elmhurst, IL 60120

ADDITIONS AND RENOVATIONS

of the existing building

315 E. Chicago St.
Elmhurst, IL 60120



ARCH ASSOCIATES, INC.

315 E. Chicago St.
Elmhurst, IL 60120

INTERGOVERNMENTAL AGREEMENT CONCERNING LAND
BY AND BETWEEN THE BOARD OF EDUCATION OF SCHOOL DISTRICT U-46, KANE,
COOK AND DUPAGE COUNTIES AND
THE VILLAGE OF BARTLETT, KANE, COOK AND DUPAGE COUNTIES, ILLINOIS

This agreement made and entered into this ____th day of _____, 2023, by and between the Board of Education of School District U-46, Kane, Cook and DuPage Counties, Illinois (hereinafter referred to as the "School District") and the Village of Bartlett, Kane, Cook and DuPage Counties, Illinois (the "Village"):

WHEREAS, the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act of the State of Illinois encourage the cooperation between units of local government for the matters of mutual concern; and

WHEREAS, the Village, in its work to provide and maintain the Village right-of-ways and properties, entered into a Consent Decree in 2000 established a 1988 Development Plan (the "Plan") concerning a property currently referred to as Hawk Hollow Elementary School ("Subject Property"); and

WHEREAS, although the Plan has not been fully implemented, due to reasons including but not limited to portions of property relevant to the Plan that are believed to be held as private property at the time of the execution of this Intergovernmental Agreement and portions of the property relevant to the Plan that are believed to be considered wetland at the time of the execution of this Intergovernmental Agreement, the Village reserves its rights in connection with the Plan;

WHEREAS, the School District has desires to close the Subject Property as an elementary school and convert the building and property on which the school sits it into a Middle School for the benefit of the delivery of educational services to the students and residents of the School District; and

WHEREAS, the Village and the School District have mutually agreed to collaborate to ensure the safe operations of roadways and property within the Village.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements as hereinafter set forth, the Village and the School District agree as follows:

- A. **Recitals:** The recitals are incorporated into this Agreement by reference.

B. **Goal:** The Parties goal in executing this Agreement is to ensure the safe operations of roadways and property within the Village.

C. **Routing:** The School District agrees to route transportation at the future Middle School at the Subject Property in a way that ensures safety and minimizes interruptions to traffic flow on Village roadways.

D. **Traffic Studies; Intersection Improvements:**

D.1. The School District agrees to collaborate with the Village in revising its Construction Plan to include that the School District will participate in a Traffic Study ("Study") for the time prior to the opening of the Middle School on the Subject Property, approximately two years. The School District and Village agree that the Study will include an analysis of peak times of use at the following intersections: Struckman Drive/Gerber Road and East Schick Road; Gerber Road and West Army Trail Road.

D.2. If, once the Middle School on the Subject Property opens, the Village finds a need continues to exist for an Additional Traffic Study ("Additional Study") to analyze peak times of use at the intersections identified in subsection D.1. of this Agreement and to address the areas of study indicated in subsection D.1. of this Agreement, then the School District agrees to collaborate with the Village in conducting the Additional Study for a period of time of two years following the opening of the Middle School on the Subject Property.

D.3. If the results of the Traffic Study or any Additional Study indicate the need for improvements, as defined in this Section D.3. at either or both of the intersections indicated in subsection D.1. of this Agreement, the School District and Village agree to utilize the results of the Traffic Study or any Additional Study in determining the necessary improvements at the intersections described in D.1. to ensure safe flow of traffic. The parties agree that the term improvements in this Section includes those developments at the Subject Property directly connected to school operations, such as restriping, sidewalk improvements and crosswalk improvements. The parties further agree that the term improvements in this Section does not include general roadway improvements, such as widening, adding lanes or pavement improvements. The parties also agree the costs of any improvements at either or both of the intersections indicated in subsection D.1 of this Agreement will be apportioned as follows: (a) total accessible traffic intersection improvement costs will consider all features necessary to safely improve the intersection(s), (b) operation costs and costs that are not part of an intersection improvement project but that are included within the scope of a Village public works project will be excluded from this calculation, (c) the School District will contribute costs

to an intersection improvement project proportional to the School District's overall use as documented in the Traffic Study or any Additional Study.

D.4. The Traffic Study or any Additional Study performed according to this Section D, will be performed by an independent third party agreed to by both the School District and the Village.

E. **Opening Boundary Decision:** The School District agrees to provide the Village with the final decision by the School District concerning opening boundaries to the Middle School on the Subject Property.

F. **Good Faith Collaboration:** The School District and Village agree to continue to collaborate in good faith concerning the Subject Property, and specifically agree that, in the event the Village obtains the entire necessary right-of-way and funding, the Parties will collaborate on the Fair Oaks Road Collector as set out in the Village's Future Land Use Plan and Thoroughfare Plan. The Village agrees the School District may continue to utilize utilities on the Subject Property, as well as the presently established roadway accesses to the Subject Property, through and until the time that any Fair Oaks Road Collector is granted and established, and thereafter that the School District may utilize utilities and roadway accesses as set out in the Village's Future Land Use Plan and Thoroughfare Plan.

G. **Modification:** It is recognized that there may be a need, from time to time, for periodic review and modification of this Agreement, after formal adoption and execution of this Agreement. Such reviews shall take place as needed, at the request of either the School District or the Village. Only by mutual written consent of the parties may this Agreement be modified.

H. **Notice:** Any and all notices required to be sent to the Village shall be served in writing by certified mail or by personal delivery during regular business hours to the Village of Bartlett President and Board of Trustees at 228 S. Main Street, Bartlett, IL 60103.

Any and all notices required to be sent to the School District shall be served in writing by certified mail or by personal delivery during regular business hours to the Secretary of the Board of Education, School District U-46 at 355 East Chicago Street, Elgin, IL 60120.

I. **Savings Clause:** It is mutually understood and agreed that all agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

J. **Term and Extensions:** This Agreement shall be in effect for a period of ten (10) years commencing unless terminated earlier. The term of this Agreement will commence upon the last dated signature of the Parties. The parties may mutually agree to extend this Agreement through subsequent extensions of ten (10) years or another term as mutually agreed. In no event shall this Agreement be in effect for a period in excess of fifty (50) years.

K. **Counterparts and Electronic Execution:** This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures and documents sent via .pdf will satisfy execution of this Agreement.

L. **Venue:** The appropriate venue for any dispute concerning this Agreement shall be in Cook County, Illinois.

[REMAINDER OF PAGE LEFT BLANK]

AGREED:
BOARD OF EDUCATION OF SCHOOL DISTRICT U-46
KANE, COOK AND DUPAGE COUNTIES

President

Attest:

Secretary

VILLAGE OF BARTLETT, KANE, COOK AND DUPAGE COUNTIES, ILLINOIS

Village President

Attest:

Village Clerk

PLANNING & DEVELOPMENT SERVICES MEMORANDUM

23-42

DATE: July 12, 2023
TO: Paula Schumacher, Village Administrator
FROM: Kristy Stone, PDS Director
RE: **Hawk Hollow Intergovernmental Agreement**

Based on the Committee of the Whole's discussion at the June 20, 2023 meeting, School District U-46 has submitted an intergovernmental agreement to address the traffic and safety concerns in proximity to Hawk Hollow School, primarily at the Gerber Road/Schick Road and Gerber Road/Army Trail Road intersections. The school district will collaborate with the Village on the traffic study over the next two years and has agreed to a cost sharing agreement for intersection improvements deemed necessary by the traffic study.

A resolution to approve the intergovernmental agreement between the Village of Bartlett and School District U-46 is attached.

RESOLUTION 2023 - _____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT AND THE BOARD OF EDUCATION OF
SCHOOL DISTRICT U-46**

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 Intergovernmental Agreement Concerning Land By and Between the Board of Education of School District U-46, Kane, Cook and DuPage Counties and the Village of Bartlett, Kane, Cook, and DuPage Counties (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on July 18, 2023, and approved on July 18, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

INTERGOVERNMENTAL AGREEMENT CONCERNING LAND
BY AND BETWEEN THE BOARD OF EDUCATION OF SCHOOL DISTRICT U-46, KANE,
COOK AND DUPAGE COUNTIES AND
THE VILLAGE OF BARTLETT, KANE, COOK AND DUPAGE COUNTIES, ILLINOIS

This agreement made and entered into this ____th day of _____, 2023, by and between the Board of Education of School District U-46, Kane, Cook and DuPage Counties, Illinois (hereinafter referred to as the "School District") and the Village of Bartlett, Kane, Cook and DuPage Counties, Illinois (the "Village"):

WHEREAS, the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act of the State of Illinois encourage the cooperation between units of local government for the matters of mutual concern; and

WHEREAS, the Village, in its work to provide and maintain the Village right-of-ways and properties, entered into a Consent Decree in 2000 established a 1988 Development Plan (the "Plan") concerning a property currently referred to as Hawk Hollow Elementary School ("Subject Property"); and

WHEREAS, although the Plan has not been fully implemented, due to reasons including but not limited to portions of property relevant to the Plan that are believed to be held as private property at the time of the execution of this Intergovernmental Agreement and portions of the property relevant to the Plan that are believed to be considered wetland at the time of the execution of this Intergovernmental Agreement, the Village reserves its rights in connection with the Plan;

WHEREAS, the School District has desires to close the Subject Property as an elementary school and convert the building and property on which the school sits it into a Middle School for the benefit of the delivery of educational services to the students and residents of the School District; and

WHEREAS, the Village and the School District have mutually agreed to collaborate to ensure the safe operations of roadways and property within the Village.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements as hereinafter set forth, the Village and the School District agree as follows:

- A. **Recitals:** The recitals are incorporated into this Agreement by reference.

- B. **Goal:** The Parties goal in executing this Agreement is to ensure the safe operations of roadways and property within the Village.
- C. **Routing:** The School District agrees to route transportation at the future Middle School at the Subject Property in a way that ensures safety and minimizes interruptions to traffic flow on Village roadways.
- D. **Traffic Studies; Intersection Improvements:**

D.1. The School District agrees to collaborate with the Village in revising its Construction Plan to include that the School District will participate in a Traffic Study ("Study") for the time prior to the opening of the Middle School on the Subject Property, approximately two years. The School District and Village agree that the Study will include an analysis of peak times of use at the following intersections: Struckman Drive/Gerber Road and East Schick Road; Gerber Road and West Army Trail Road.

D.2. If, once the Middle School on the Subject Property opens, the Village finds a need continues to exist for an Additional Traffic Study ("Additional Study") to analyze peak times of use at the intersections identified in subsection D.1. of this Agreement and to address the areas of study indicated in subsection D.1. of this Agreement, then the School District agrees to collaborate with the Village in conducting the Additional Study for a period of time of two years following the opening of the Middle School on the Subject Property.

D.3. If the results of the Traffic Study or any Additional Study indicate the need for improvements, as defined in this Section D.3. at either or both of the intersections indicated in subsection D.1. of this Agreement, the School District and Village agree to utilize the results of the Traffic Study or any Additional Study in determining the necessary improvements at the intersections described in D.1. to ensure safe flow of traffic. The parties agree that the term improvements in this Section includes those developments at the Subject Property directly connected to school operations, such as restriping, sidewalk improvements and crosswalk improvements. The parties further agree that the term improvements in this Section does not include general roadway improvements, such as widening, adding lanes or pavement improvements. The parties also agree the costs of any improvements at either or both of the intersections indicated in subsection D.1 of this Agreement will be apportioned as follows: (a) total accessible traffic intersection improvement costs will consider all features necessary to safely improve the intersection(s), (b) operation costs and costs that are not part of an intersection improvement project but that are included within the scope of a Village public works project will be excluded from this calculation, (c) the School District will contribute costs

to an intersection improvement project proportional to the School District's overall use as documented in the Traffic Study or any Additional Study.

D.4. The Traffic Study or any Additional Study performed according to this Section D, will be performed by an independent third party agreed to by both the School District and the Village.

- E. **Opening Boundary Decision:** The School District agrees to provide the Village with the final decision by the School District concerning opening boundaries to the Middle School on the Subject Property.
- F. **Good Faith Collaboration:** The School District and Village agree to continue to collaborate in good faith concerning the Subject Property, and specifically agree that, in the event the Village obtains the entire necessary right-of-way and funding, the Parties will collaborate on the Fair Oaks Road Collector as set out in the Village's Future Land Use Plan and Thoroughfare Plan. The Village agrees the School District may continue to utilize utilities on the Subject Property, as well as the presently established roadway accesses to the Subject Property, through and until the time that any Fair Oaks Road Collector is granted and established, and thereafter that the School District may utilize utilities and roadway accesses as set out in the Village's Future Land Use Plan and Thoroughfare Plan.
- G. **Modification:** It is recognized that there may be a need, from time to time, for periodic review and modification of this Agreement, after formal adoption and execution of this Agreement. Such reviews shall take place as needed, at the request of either the School District or the Village. Only by mutual written consent of the parties may this Agreement be modified.
- H. **Notice:** Any and all notices required to be sent to the Village shall be served in writing by certified mail or by personal delivery during regular business hours to the Village of Bartlett President and Board of Trustees at 228 S. Main Street, Bartlett, IL 60103.

Any and all notices required to be sent to the School District shall be served in writing by certified mail or by personal delivery during regular business hours to the Secretary of the Board of Education, School District U-46 at 355 East Chicago Street, Elgin, IL 60120.

- I. **Savings Clause:** It is mutually understood and agreed that all agreements and covenants herein are severable and that in the event any of them shall be held to be invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreement or covenant were not contained herein.

- J. **Term and Extensions:** This Agreement shall be in effect for a period of ten (10) years commencing unless terminated earlier. The term of this Agreement will commence upon the last dated signature of the Parties. The parties may mutually agree to extend this Agreement through subsequent extensions of ten (10) years or another term as mutually agreed. In no event shall this Agreement be in effect for a period in excess of fifty (50) years.
- K. **Counterparts and Electronic Execution:** This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic signatures and documents sent via .pdf will satisfy execution of this Agreement.
- L. **Venue:** The appropriate venue for any dispute concerning this Agreement shall be in Cook County, Illinois.

[REMAINDER OF PAGE LEFT BLANK]

AGREED:
BOARD OF EDUCATION OF SCHOOL DISTRICT U-46
KANE, COOK AND DUPAGE COUNTIES

President

Attest:

Secretary

VILLAGE OF BARTLETT, KANE, COOK AND DUPAGE COUNTIES, ILLINOIS

Village President

Attest:

Village Clerk

PLANNING & DEVELOPMENT SERVICES MEMORANDUM

23-41

DATE: July 10, 2023
TO: Paula Schumacher, Village Administrator
FROM: Kristy Stone, PDS Director 
RE: **Rana (Spitzer Road) - Early Earthworks Request**

Rana Real Estate, LLC has purchased approximately 94 acres at the southwest corner of W. Bartlett Road and Spitzer Road, approximately 54.5 acres are within the Village of Bartlett. Spitzer Cook, LLC, Rana Real Estate, LLC and Orange Crush, LLC, are requesting permission to begin early excavation and site grading for stormwater management and a clay pad prior to their submittal for site plan review for the portion of the property within the Village. Any required zoning petition, site plan, and development plans for their future development of the Bartlett portion of the property will be submitted by September 30, 2024.

The attached hold harmless agreement states Spitzer Cook, LLC, Rana Real Estate, LLC and Orange Crush, LLC understand and agree that the work will be done in accordance with all applicable municipal codes and at their own risk.

RECOMMENDATION

The Staff supports the request from Spitzer Cook, LLC, Rana Real Estate, LLC and Orange Crush, LLC for early earthwork and limited site development on the portion of their property within the Village of Bartlett.

A resolution to approve the hold harmless agreement for an early earthwork permit and limited site development permit is attached.

RESOLUTION 2023 - _____

**A RESOLUTION APPROVING AN AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT AND SPITZER COOK, LLC, RANA REAL
ESTATE, LLC, AND ORANGE CRUSH, LLC**

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 Hold Harmless Agreement for Early Earthwork Permit and Limited Site Development Permit between the Village of Bartlett and Spitzer Cook, LLC, Rana Real Estate, LLC, and Orange Crush, LLC (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on July 18, 2023, and approved on July 18, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**HOLD HARMLESS AGREEMENT FOR EARLY EARTHWORK PERMIT
AND LIMITED SITE DEVELOPMENT PERMIT**

THIS HOLD HARMLESS AGREEMENT dated _____, 2023 (this "**Agreement**") by and among SPITZER COOK, LLC, an Illinois limited liability company (the "**Developer**"), RANA REAL ESTATE, LLC, an Illinois limited liability company (the "**Owner**"), ORANGE CRUSH, LLC, an Illinois limited liability company ("**General Contractor**") and the VILLAGE OF BARTLETT, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois (the "**Village**").

RECITALS:

A. Owner is the legal owner of the vacant property located at the southwest corner of West Bartlett Road and Spitzer Road lying within the corporate limits of the Village of Bartlett with Permanent Index Numbers 06-32-300-008-0000 and 06-32-400-003-000, which is legally described on **Exhibit A** (the "**Property**"). The legal description also includes a portion of the Property which is located within the corporate limits of the City of Elgin, Permanent Index Number 06-32-400-002-0000, which is not applicable to this Agreement.

B. The Developer is to be the developer, solely for and exclusively limited to, certain Grading and Storm Sewer and Clay Pad Improvements Work (hereinafter defined) at the Property, and the Owner and the Developer, or either of them, have contracted with General Contractor to be its or their general contractor to perform the Grading and Storm Sewer and Clay Pad Improvements Work upon the Property.

C. The Bartlett Subdivision and Planned Unit Development Regulations codified as Title 11 of the Bartlett Municipal Code (the "**Subdivision Code**") in Chapter 8, Section 11-8-1, provides that every subdivision, planned unit development ("**PUD**"), planned development, and/or development within the corporate limits of the Village of Bartlett, or within 1-1/2 miles of its boundaries shall be provided with a stormwater management system, erosion control, wetland protection, flood plain protection, and protection of riparian management in accordance with the DuPage County Countywide Stormwater and Flood Plain Ordinance, as amended, and even for properties in the Village that are located in Cook County.

D. Section 11-9-4 of the Subdivision Code provides that no work shall be performed on any portion of a site until the following special permits therefor have been issued by the Village:

- Early earthwork permit, if applicable;
- Site development permit;
- Demolition permit, if applicable; and
- Stormwater permit, if applicable.

E. Section 11-9-4A of the Subdivision Code provides that an early earthwork permit may be issued by the Village only after all the items on the early earthwork checklist set forth in Section 11-12-5 Appendix E-1 of the Subdivision Code have been completed, including, without limitation, a hold harmless agreement, security sufficient to complete the

earthwork and restore the Property to its original condition if a proposed development project is not subsequently approved by the Village; a grading plan approval letter issued by the Village Engineer; and a final plat of subdivision approved by the Village Board.

F. Section 11-9-4:B of the Subdivision Code provides that a site development permit may be issued by the Village only after the items listed on the site development permit checklist set forth in Section 11-12-5, Appendix E-3 of the Subdivision Code have been completed, including, without limitation, passage of an ordinance approving the final subdivision plat/PUD plan by the Village corporate authorities; a final engineering approval letter from the Village Engineer; a Public Improvements Completion Agreement approved by the Village Board; and construction security approved by the Village Attorney.

G. Neither the Owner, nor anyone on the Owner's behalf, has yet filed a preliminary or final plat of subdivision, or a preliminary or final planned unit development plan, or a petition for approval thereof with the Village; or an application for site plan review and approval as required under Section 10-13-10, or administrative site plan review and approval required under the Bartlett Zoning Code codified as Title 10 of the Bartlett Municipal Code, or for any other zoning relief necessary to develop the Property.

H. Neither the Owner, the Developer, nor the General Contractor have filed an application for a building permit required under Section 9-2-1 prior to a building or structure being erected, constructed or built, or satisfied any of the Bartlett Building Code codified as Title 9 of the Bartlett Municipal Code as no such permit can yet be applied for until after a site plan review and approval, and such other zoning relief as applied for, and has been granted by the Village.

I. The Owner does not at this time anticipate subdividing the Property, which is currently comprised of two lots, nevertheless the Subdivision Code, by virtue of Section 11-8-1 cited above, applies to the development of the Property, and the Owner desires to have the Developer and General Contractor proceed to perform site grading for stormwater management, including constructing/grading an approximate 16.125 acre detention basin on the Property, the installation of certain storm sewers and drainage structures for stormwater management on the Property, installation of erosion control measures, and for the laying of a clay building pad approximately 13.49 acres in size (collectively, the "**Grading and Storm Sewer and Clay Pad Improvements Work**") as depicted on Figure 3 – Proposed Site Subbasin and Detention Map attached hereto as **Exhibit B-1**, to be constructed and installed by the Developer, the General Contractor, and their respective contractors and subcontractors, and in strict accordance with the Site Development Grading and Stormwater Management Plans for 1501 West Bartlett Road, Bartlett, IL dated March 20, 2023 prepared by Knight Engineers & Architects (collectively, the "**Grading and Storm Sewer and Clay Pad Improvements Plans**"), which are attached hereto as **Exhibit B-2** and the Clay Building Pad Compaction Requirements which are attached hereto as **Exhibit B-3** each of which are expressly incorporated herein, which the Owner and the Developer agree herein to perform, or cause to be performed by General Contractor, at their peril and at their sole risk and expense should Owner not receive all of the necessary zoning approvals and permits necessary to develop the Property for the Owner's intended use of the Property from the Village of Bartlett and/or other governmental authorities that may have jurisdiction or permitting authority over the Property, and the development thereof, including without limitation, the MWRDCC, the USACOE, DuPage County Stormwater Management

Department, and/or the City of Elgin, if any, to construct any and all future or additional improvements thereon, other than the Grading and Storm Sewer and Clay Pad Improvements Work.

J. The Village is willing to issue an Early Earthwork Permit and a Limited Site Development Permit for stormwater management improvements and clay building pad only, at this time, to allow the Owner, the Developer, the General Contractor and/or their other joint or respective contractor, contractors, or subcontractors to proceed with and perform site grading work only to grade only those portions of the Property depicted on the Grading and Storm Sewer and Clay Pad Improvements Plans, specifically excluding disturbance of any wetland, or possible wetland areas, or other areas that lie outside the 28.55 acre limits of the Construction depicted on the Figure 3 Proposed Site Subbasin and Detention Map in strict accordance with the grading and drainage plans included in the said Site Development Grading and Stormwater Management Plans identified in Section I. above, and to install only those storm sewers and drainage structures and erosion control measures depicted and specified therein, and lay and compact a clay building pad on the Property in accordance with the said plans, provided that by execution of this Agreement the Owner and the Developer, jointly and severally agree to cause to be constructed and installed the Grading and Storm Sewer and Clay Pad Improvements Work in strict accordance with the Grading and Storm Sewer and Clay Pad Improvements Plans, and each of them hereby acknowledge and agree that the Village shall have no obligation to issue a full Site Development Permit, a Stormwater Permit, a special use permit to disturb wetlands, site plan approval or other zoning or subdivision approval necessary for the Property to be further developed or improved, or issue a building permit for the development or approval, which the Village President and Board of Trustees of the Village of Bartlett (collectively, the "**Corporate Authorities**") and the Village officers and officials may withhold in its and their sole discretion, given that no zoning petition, site plan, or development plans or petitions for the development and improvement of the Property beyond the Grading and Storm Sewer and Clay Pad Improvements Work or a plan therefor have heretofore been filed with the Village, nor have any public hearings, if any may be required, taken place, nor public notice thereof, if required, been mailed, published and/or posted, and further provided the Owner and the Developer release the Village from all liability with respect to such applications, permits, and future development of the Property, and Owner and Developer jointly and severally agree to defend, indemnify and hold harmless the Village as provided herein.

NOW, THEREFORE, in consideration of the matters set forth in the Recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, **IT IS HEREBY AGREED** as follows:

1. The Recitals are expressly incorporated herein.
2. The Developer, with the Owner's written consent, shall submit a site plan, and such other development plans and plats as may be necessary exclusively for the Grading and Storm Sewer and Clay Pad Improvements Work by September 30, 2023, and shall complete the site plan review and approval process, and such other Village hearing and approval processes required by Village ordinances, including, without limitation, the submission of plans, plats, materials and information requested by the Village staff solely for the Grading and Storm Sewer and Clay Pad Improvements Work.

3. In the event the Village Corporate Authorities have passed an ordinance approving of the Grading and Storm Sewer and Clay Pad Improvements Work, the Developer and the Owner shall cause the Grading and Storm Sewer and Clay Pad Improvements Work to be completed by September 30, 2024.

4. In consideration of the granting of such permission and accommodation, Owner and Developer acknowledge and agree that nothing contained in the combined Early Earthworks Permit and Limited Site Development Permit, if granted by the Village, authorizes the Developer, the Owner, or either of them, or any of its, or their respective contractors or subcontractors, to disturb any wetlands or to install or construct any public or private improvements under, through, over, on or to the Property, other than storm sewer, and drainage structures and erosion control measures identified in the Grading and Storm Sewer and Clay Pad Improvements Plans. The Developer and the Owner hereby release the Village and its Village President and Board of Trustees, and its appointed officials, officers, employees, attorneys, consultants and agents, from all claims, damages, costs and liability related to or arising out of any proposed future development of the Property. Owner and General Contractor do hereby agree to defend, indemnify and hold harmless the Village of Bartlett, its Village President, Village Board of Trustees, appointed officials, officers, employees, attorneys, consultants and agents (collectively, the "**Village Indemnitees**") from and against any and all liability incurred by the Village Indemnitees arising out of the Grading and Storm Sewer and Clay Pad Improvements Work for the Property, the issuance of an Early Earthwork Permit and Limited Site Development Permit, including but not limited to, all claims asserted against the Village Indemnitees for fines, causes of action, claims for bodily injuries, death, personal injuries, property damages, and mechanic's liens.

5. On or before September 30, 2024, Owner shall file with the Village any required zoning petition, site plan, development plans or petitions for Owner's future development, improvement and intended use of the Property. If an ordinance or other approval granting site plan approval, zoning, or such relief the Owner may request to develop the Property for Owner's intended use(s) is not adopted or issued on or before May 1, 2025, and unless for good cause shown, the aforementioned dates are extended by the Corporate Authorities of the Village, in their sole discretion, the Owner shall restore the Property to its original condition, if such restoration is required by the Village. Owner hereby indemnifies the Village for the cost of such restoration in the event Owner fails to complete same after being requested by the Village and no further permits will be issued for the Property until such restoration has been completed and approved by the Village. Notwithstanding any provision of this Agreement to the contrary, Developer and General Contractor shall not have any obligation to restore the Property to its original condition, or for the cost of such restoration.

6. In no event will the Developer, the Owner, or the General Contractor proceed, or permit any contractor or subcontractor to proceed with any Grading and Storm Sewer and Clay Pad Improvements Work on the Property until Owner or the General Contractor has deposited with the Village Clerk (a) a performance bond in form attached hereto as **Exhibit C-1**; and (b) a labor and material payment bond in form attached hereto as **Exhibit C-2**, except for such modifications to such forms as approved by the Village Attorney, each in the amount of \$2,580,500 based on estimates therefor submitted by a licensed engineer retained by the Developer or the General Contractor and approved by the Village Engineer. Owner may substitute replacement bonds at any point in the future if the bonds referenced herein are deposited by the General Contractor.

SPITZER COOK, LLC

By: _____
Name: Tim Winter
Title: Its President

VILLAGE OF BARTLETT

By: _____
Kevin Wallace, Village President

Attest:

ORANGE CRUSH, LLC

By: _____
Print Name: _____
Title: Its Manager

Lorna Giles, Village Clerk

RANA REAL ESTATE, LLC

By: _____
Print Name: _____
Title: Its Manager

SIGNATURE PAGE TO
HOLD HARMLESS AGREEMENT FOR EARLY EARTHWORK PERMIT
AND LIMITED SITE DEVELOPMENT PERMIT

EXHIBIT A

Legal Description

PARCEL 1:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH LIES EAST OF THE EASTERLY RIGHT OF WAY LINE OF ELGIN JOLIET AND EASTERN RAILWAY COMPANY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 32, 400 FEET; THENCE NORTH ALONG A LINE 400 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 32, 1492.90 FEET; THENCE NORTHEASTERLY ALONG A LINE 432.81 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 32, SAID POINT BEING 1650.0 FEET NORTH OF SAID SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 32; THENCE SOUTH ALONG SAID EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 32, 1650.0 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAVE AND EXCEPT THAT PART TAKEN FOR ROAD PURPOSES AS SET OUT IN AGREED JUDGMENT ORDER, CASE NO. 07L50273, RECORDED FEBRUARY 21, 2008 AS DOCUMENT NUMBER 0805216046 IN THE COOK COUNTY RECORDER'S OFFICE.

PARCEL 1 AND PARCEL 2 BEING +/- 93.94 ACRES

Tax I.D. No's: 06-32-300-008-0000
 06-32-400-002-0000
 06-32-400-003-0000

Address: Vacant Land;
 Southwest corner of W. Bartlett and Spitzer Roads,
 Elgin and Bartlett, Illinois

EXHIBIT B-1

Grading and Storm Sewer and Clay Pad Improvements Work



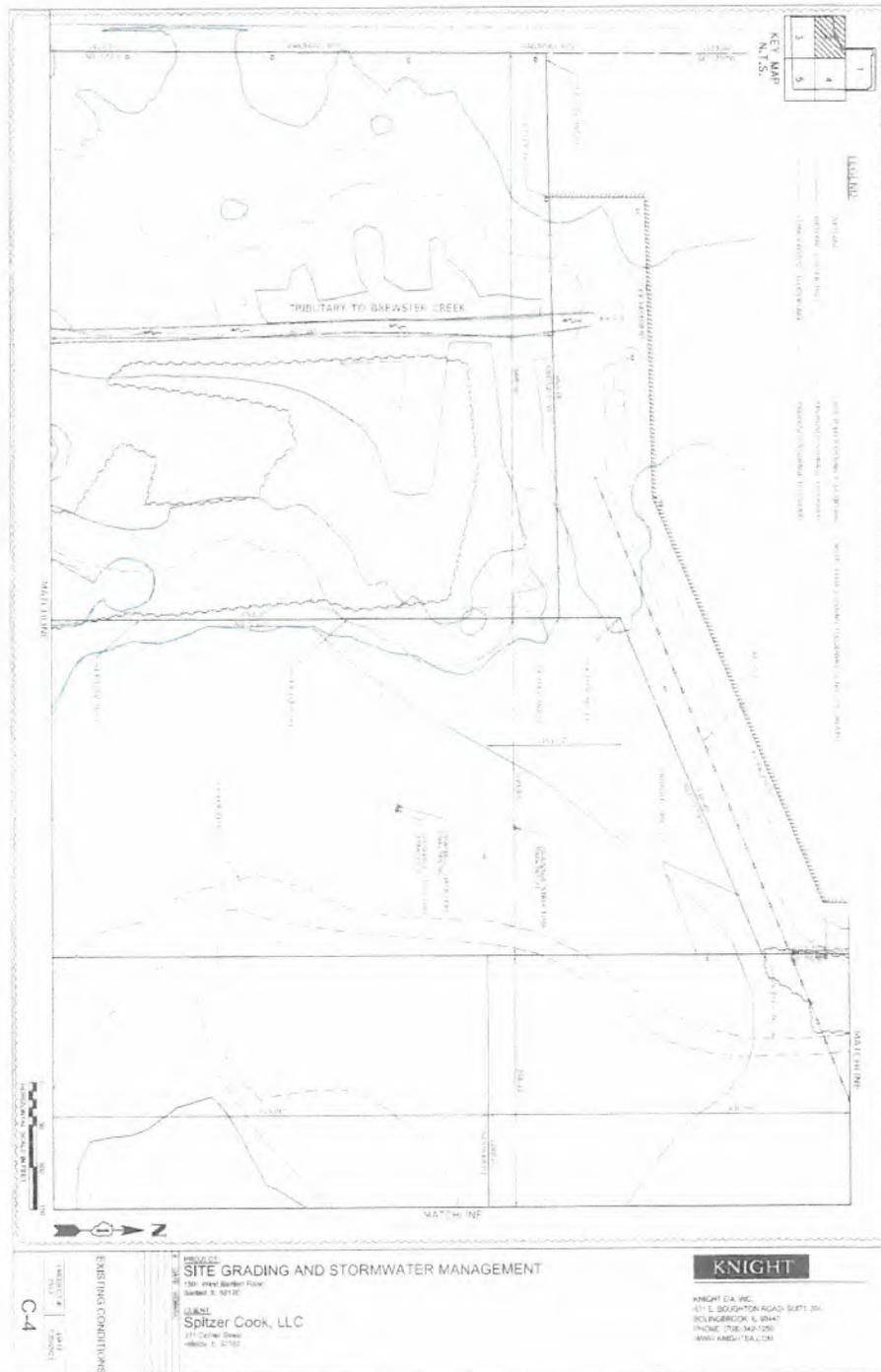
KNIGHT
Engineers & Architects

Stormwater Report - Stormwater Management Certification Application, 1001 West Berrard Road

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PROJECT # DATE SHEET #	EXISTING CONDITIONS	PROJECT SITE GRADING AND STORMWATER MANAGEMENT 1511 Fred St SW Burien, N. 82130	KNIGHT
		CLIENT Spitzer Cook, LLC 37 Center Street Hillsdale, N. 82182	

C-3



EXISTING CONDITIONS

C-4

PROJECT
SITE GRADING AND STORMWATER MANAGEMENT
 1301 West Barber Road
 Garland, TX 75042

CLIENT
Spitzer Cook, LLC
 111 Central Drive
 Wichita, TX 75392

KNIGHT

KNIGHT EA, INC.
 471 E. BOUQUIN ROAD SUITE 204
 BOULDER CO, CO 80504
 PHONE 731.342.1250
 WWW.KNIGHTEA.COM



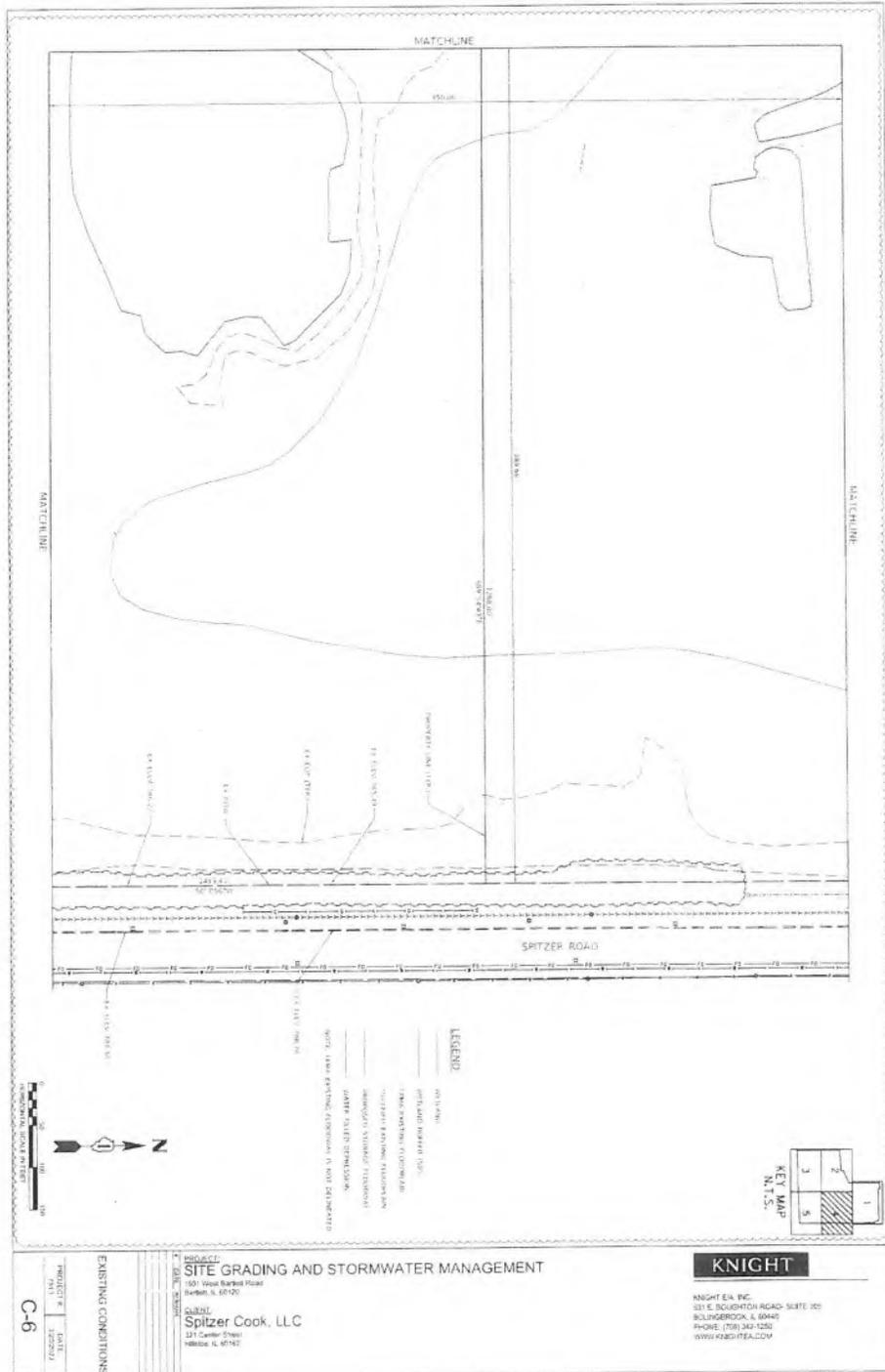
EXISTING CONDITIONS
 C-5

SITE GRADING AND STORMWATER MANAGEMENT

301 West Banker Street
 Barber, IL 60109
 Spitzer Cook, LLC
 27 Carle Avenue
 Urbana, IL 61802

KNIGHT

KNIGHT SIA, INC.
 637 E. SOUTHWEST ROAD, SUITE 300
 BURLINGBORO, IL 60441
 PHONE: 708-264-1222
 WWW.KNIGHTSIA.COM



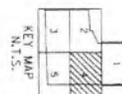
PROJECT NO. 2018-001
 SHEET NO. C-6

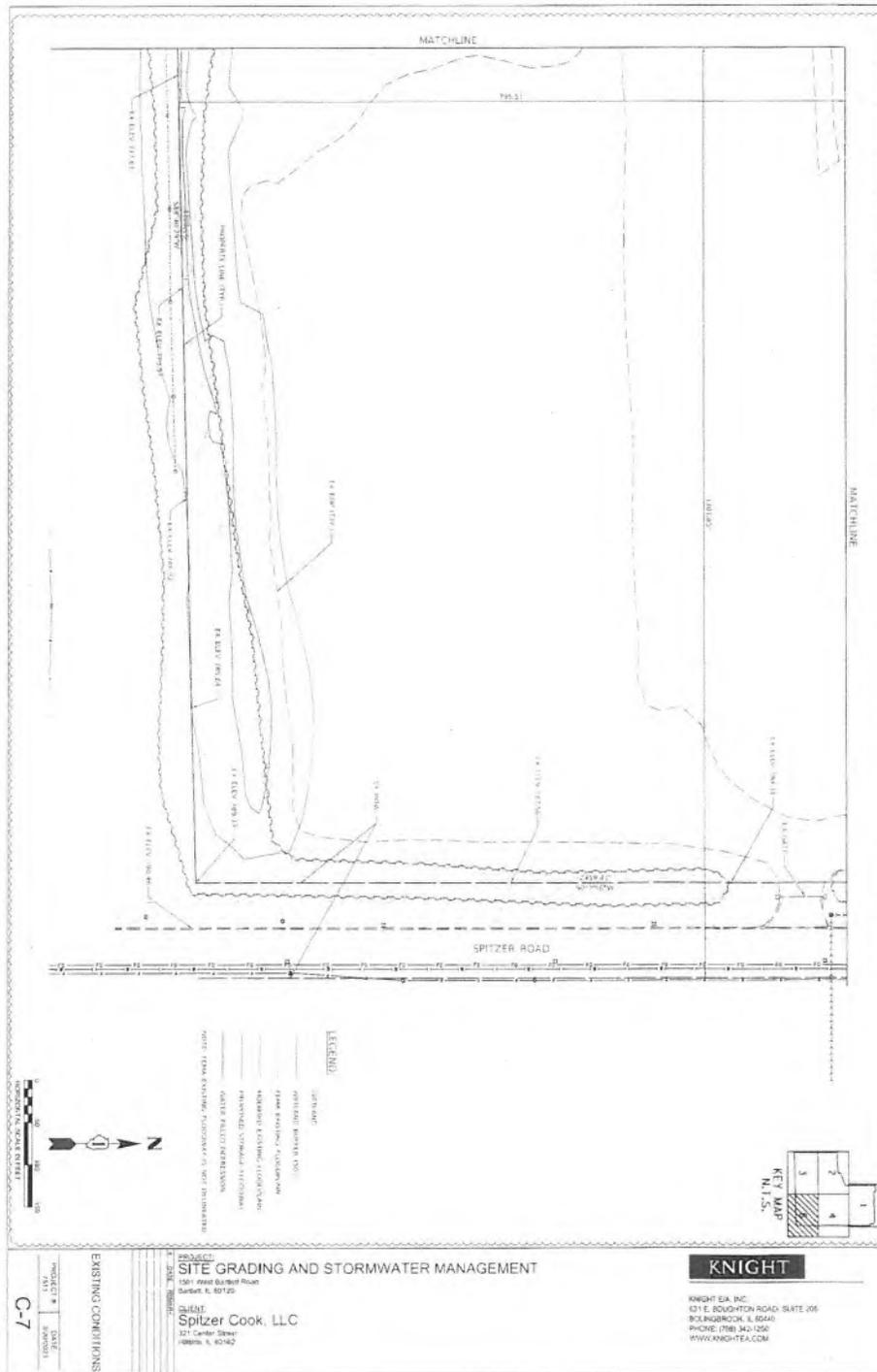
EXISTING CONDITIONS

PROJECT
 SITE GRADING AND STORMWATER MANAGEMENT
 1001 West Northfield Road
 Parkville, MO 64150
 CLIENT
 Spitzer Cook, LLC
 121 Center Street
 Parkville, MO 64150

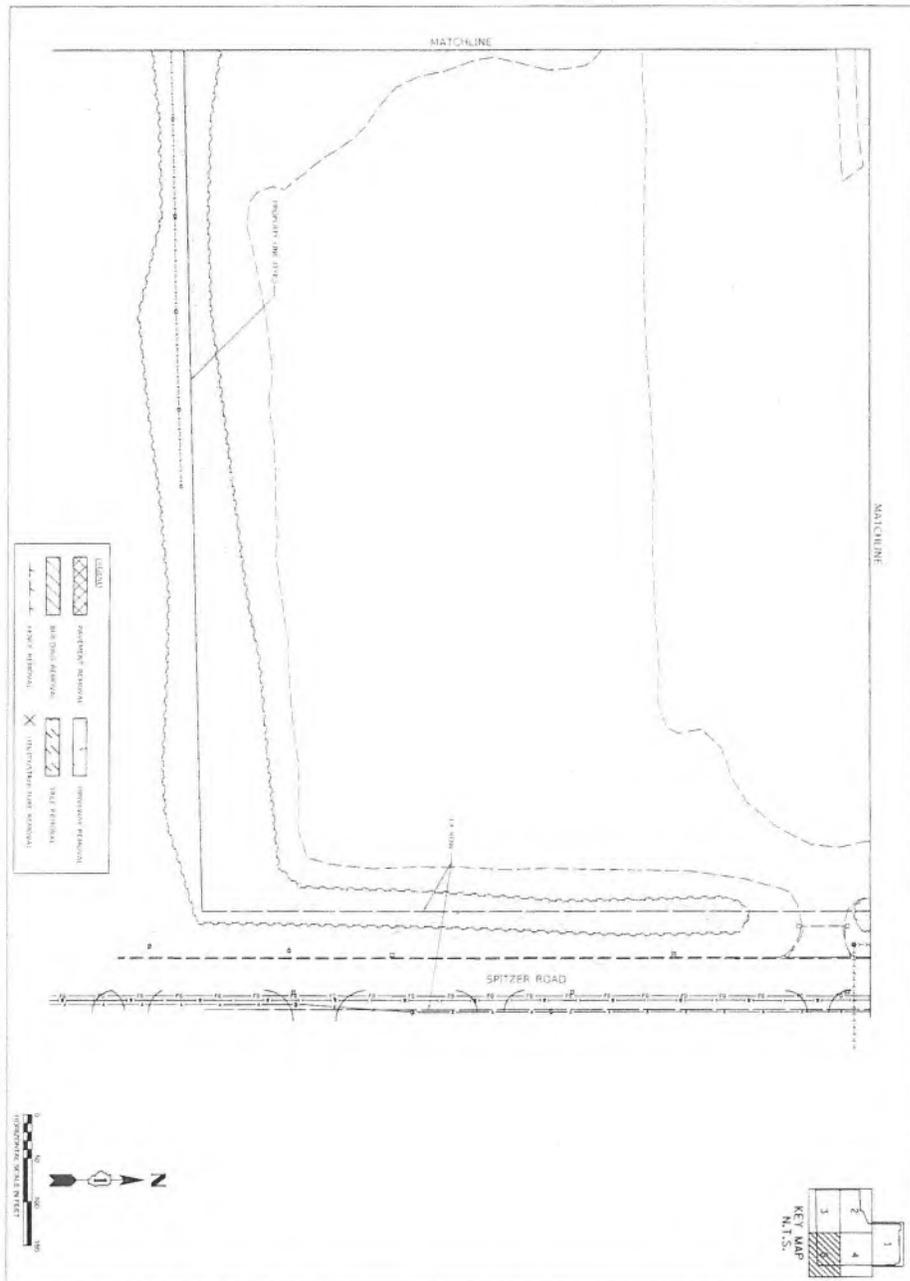
KNIGHT

KNIGHT EA, INC.
 331 E. BUCKINGHAM ROAD - SUITE 202
 BOURBON, MO 64405
 PHONE: (781) 342-1235
 WWW.KNIGHTEA.COM









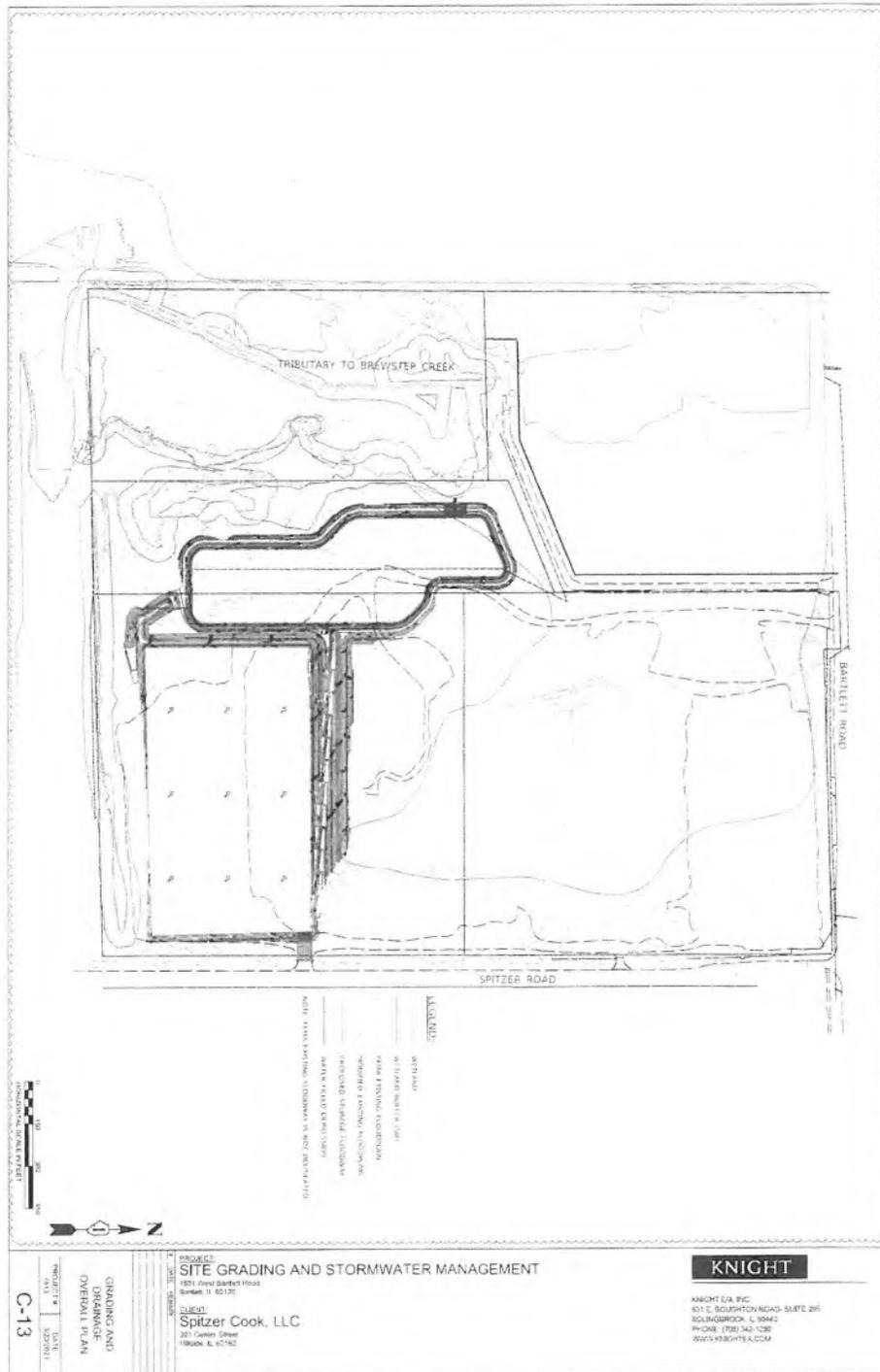
	EXISTING
	PROPOSED ASPHALT
	PROPOSED GRAVEL
	PROPOSED ONE FOOT
	PROPOSED ONE FOOT
	PROPOSED ONE FOOT

PROJECT *
 DATE *
 PLAN *
 SHEET *
 C-12

PROJECT
SITE GRADING AND STORMWATER MANAGEMENT
 1501 West Burdett Road
 Berwyn, IL 60312
CLIENT
Spitzer Cook, LLC
 321 Center Street
 Hillside, IL 60162

KNIGHT

KNIGHT EA, INC.
 631 E. BROADVIEW ROAD - SUITE 200
 BOURBONNAIS, IL 60446
 PHONE: (708) 442-1250
 WWW.KNIGHTEA.COM

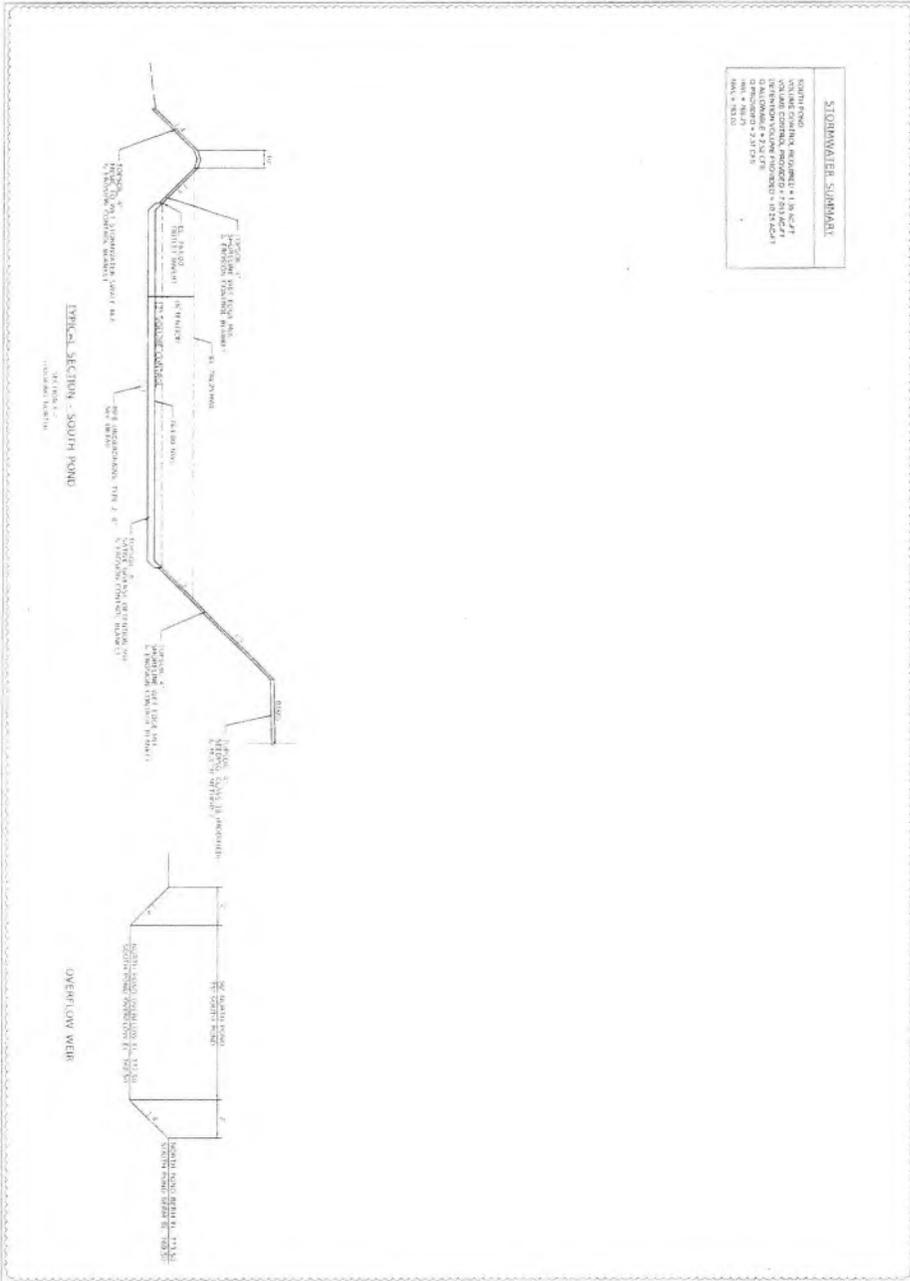


C-13
 PROJECT # 235335
 GRADING AND DRAINAGE OVERALL PLAN

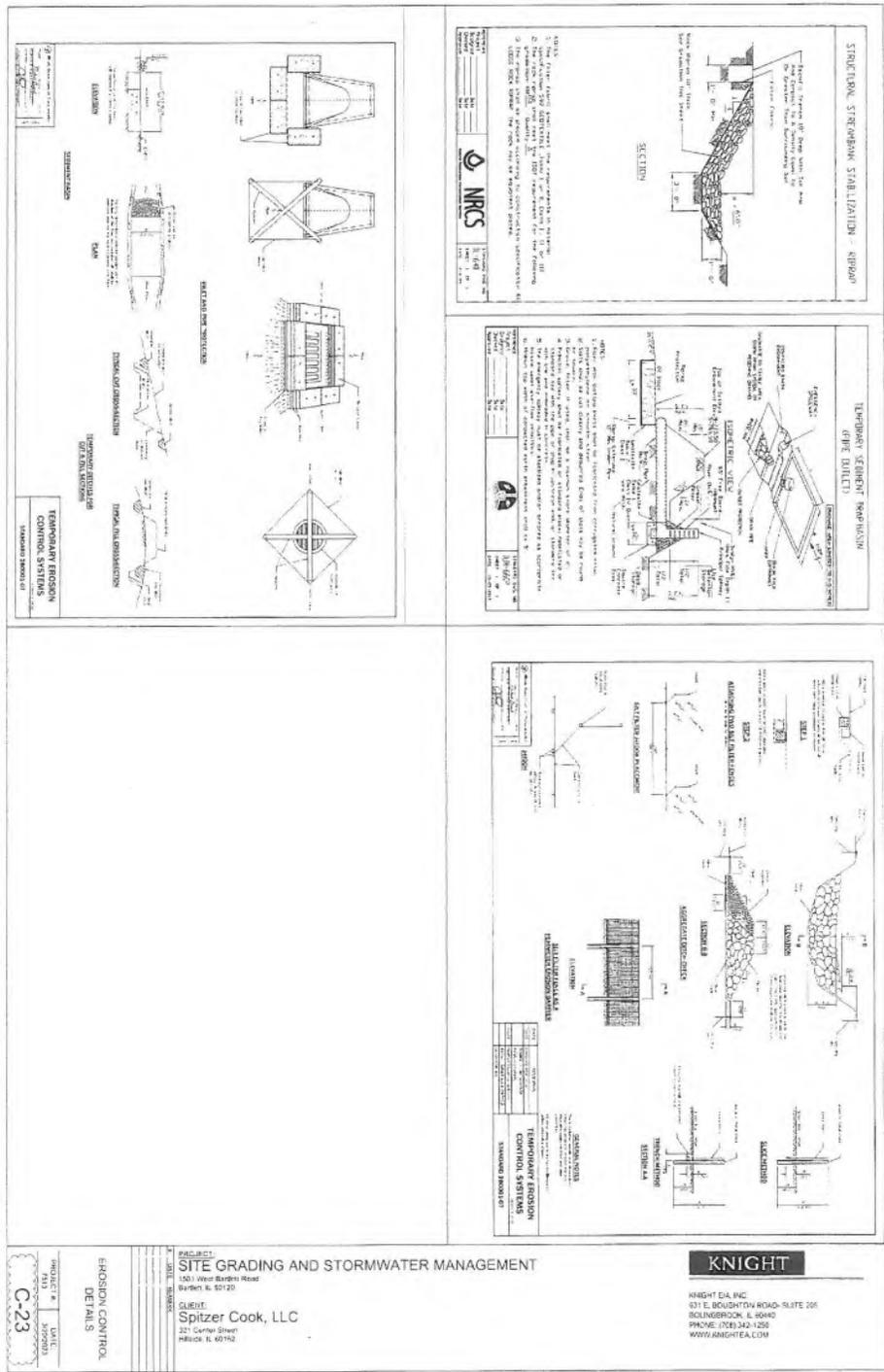
PROJECT
 SITE GRADING AND STORMWATER MANAGEMENT
 1801 First Bartlett Road
 Bartlett, IL 60120
CLIENT
 Spitzer Cook, LLC
 321 Century Street
 Wilmette, IL 60151

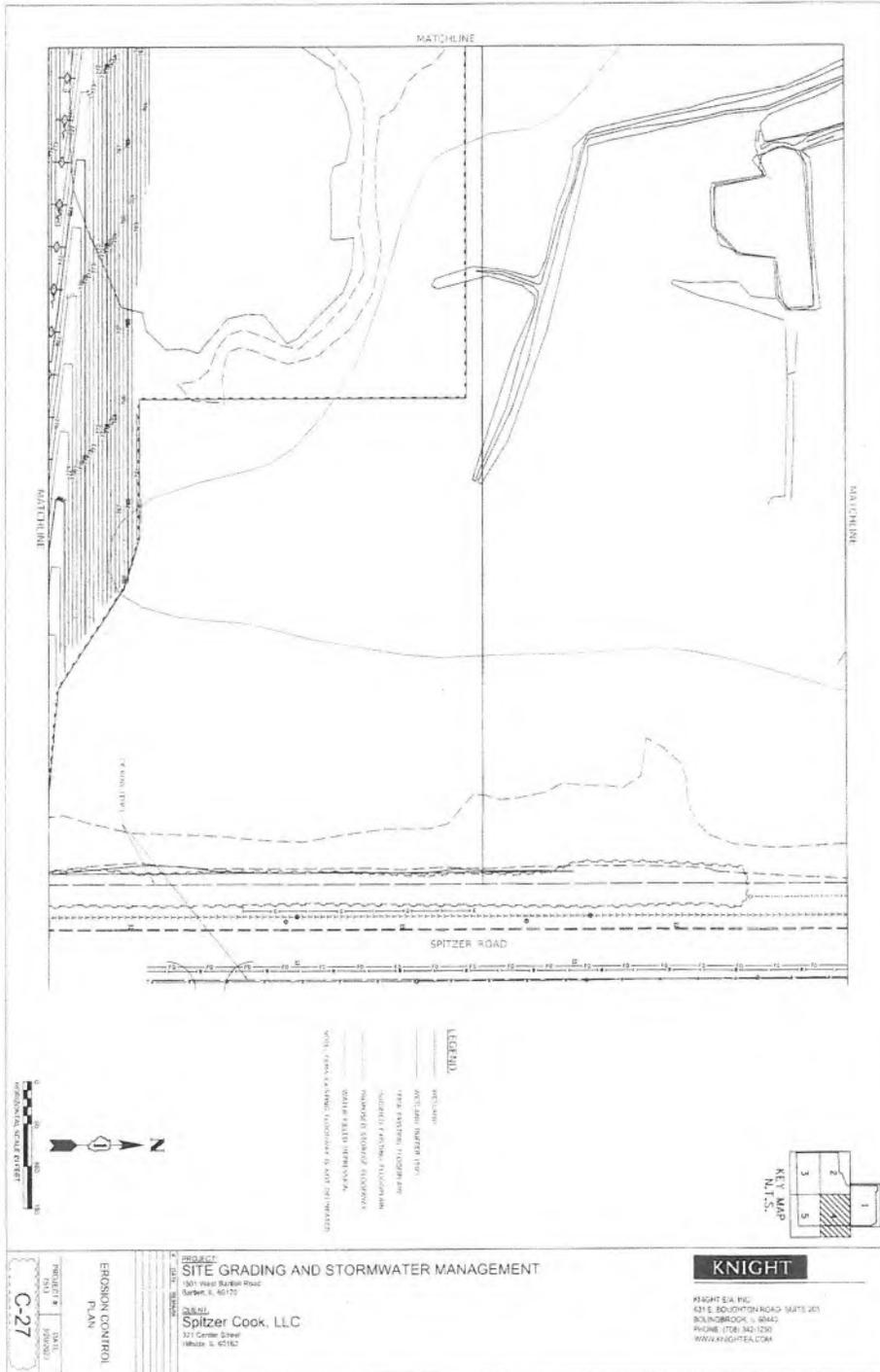
KNIGHT
 KNIGHT EIA INC.
 401 E. SOUTHTON ROAD, SUITE 205
 BOLLINGBROOK, IL 60442
 PHONE 708.342.1200
 WWW.KNIGHTEIA.COM

STORMWATER SUMMARY	
NO. OF POND	1
NO. OF CATCH BASIN	1
NO. OF INLET	1
NO. OF OUTLET	1
NO. OF OVERFLOW	1
NO. OF UNDERFLOW	1
NO. OF BARRIERS	1
NO. OF WEIRS	1



PROJECT: SITE GRADING AND STORMWATER MANAGEMENT 1501 West Barkley Road Bartlett, IL 60010	CLIENT: Spitzer Cook, LLC 121 Center Street Oakbrook, IL 60152	KNIGHT KNIGHT CIVIL, INC. 631 E. SOUTHWORTH ROAD - SUITE 200 BLOOMINGDALE, IL 61814 PHONE: (708) 342-1250 WWW.KNIGHT-TEA.COM



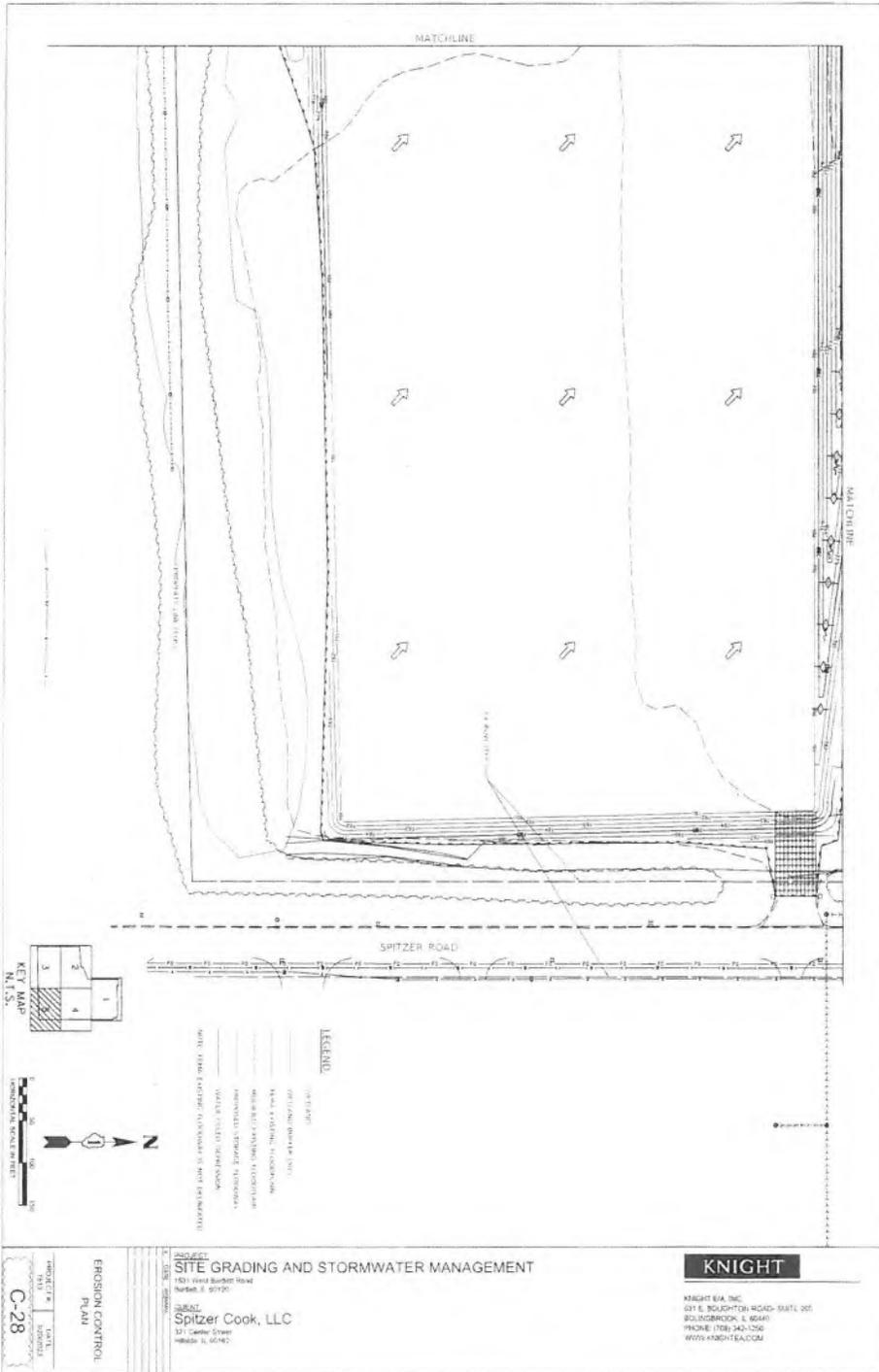


PROJECT #
C-27
 DATE
 10/20/11
 DRAWN BY
 JMM

ERINSON CONTROL
 PLAN
 PROJECT #
C-27
 DATE
 10/20/11
 DRAWN BY
 JMM

PROJECT #
C-27
 DATE
 10/20/11
 DRAWN BY
 JMM

KNIGHT
 KRICHEK INC.
 431 E. BOYLSTON ROAD SUITE 101
 BURLINGBROOK, IL 60441
 PHONE (708) 342-1200
 WWW.KNIGHTEA.COM



PROJECT
SITE GRADING AND STORMWATER MANAGEMENT
 1401 West Burton Road
 Niles, IL 60156

CLIENT
Spitzer Cook, LLC
 371 Center Street
 Whitefish, IL 60152

DATE
 12/15/2015

PROJECT NO.
 15-001

SCALE
 1" = 40'

PROJECT LOCATION
 1401 West Burton Road
 Niles, IL 60156

PROJECT DESCRIPTION
 EROSION CONTROL PLAN

PROJECT NO.
C-28

DATE
 12/15/2015

PROJECT LOCATION
 1401 West Burton Road
 Niles, IL 60156

KNIGHT

KNIGHT E&A, INC.
 2215 S. ROUGHTON ROAD - SUITE 207
 BULLOCK ROCK, IL 60440
 PHONE: (708) 242-1250
 WWW.KNIGHTEACOM

NATIVE BMP PLANNING NOTES

GENERAL REQUIREMENTS

- 1. All stormwater BMPs shall be designed to meet the minimum design criteria of the stormwater management plan.
- 2. All stormwater BMPs shall be designed to meet the minimum design criteria of the stormwater management plan.
- 3. All stormwater BMPs shall be designed to meet the minimum design criteria of the stormwater management plan.

DESIGN REQUIREMENTS

- 1. All stormwater BMPs shall be designed to meet the minimum design criteria of the stormwater management plan.
- 2. All stormwater BMPs shall be designed to meet the minimum design criteria of the stormwater management plan.
- 3. All stormwater BMPs shall be designed to meet the minimum design criteria of the stormwater management plan.

CONSTRUCTION REQUIREMENTS

- 1. All stormwater BMPs shall be designed to meet the minimum design criteria of the stormwater management plan.
- 2. All stormwater BMPs shall be designed to meet the minimum design criteria of the stormwater management plan.
- 3. All stormwater BMPs shall be designed to meet the minimum design criteria of the stormwater management plan.

GENERAL REQUIREMENTS

- 1. All stormwater BMPs shall be designed to meet the minimum design criteria of the stormwater management plan.
- 2. All stormwater BMPs shall be designed to meet the minimum design criteria of the stormwater management plan.
- 3. All stormwater BMPs shall be designed to meet the minimum design criteria of the stormwater management plan.

DESIGN REQUIREMENTS

- 1. All stormwater BMPs shall be designed to meet the minimum design criteria of the stormwater management plan.
- 2. All stormwater BMPs shall be designed to meet the minimum design criteria of the stormwater management plan.
- 3. All stormwater BMPs shall be designed to meet the minimum design criteria of the stormwater management plan.

CONSTRUCTION REQUIREMENTS

- 1. All stormwater BMPs shall be designed to meet the minimum design criteria of the stormwater management plan.
- 2. All stormwater BMPs shall be designed to meet the minimum design criteria of the stormwater management plan.
- 3. All stormwater BMPs shall be designed to meet the minimum design criteria of the stormwater management plan.



KNIGHT GA, INC.
871 S. BOWLING GREEN ROAD, SUITE 201
BOWLING GREEN, GA 30404
PHONE: (706) 341-1200
WWW.KNIGHTGA.COM

PROJECT: SITE GRADING AND STORMWATER MANAGEMENT

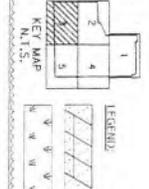
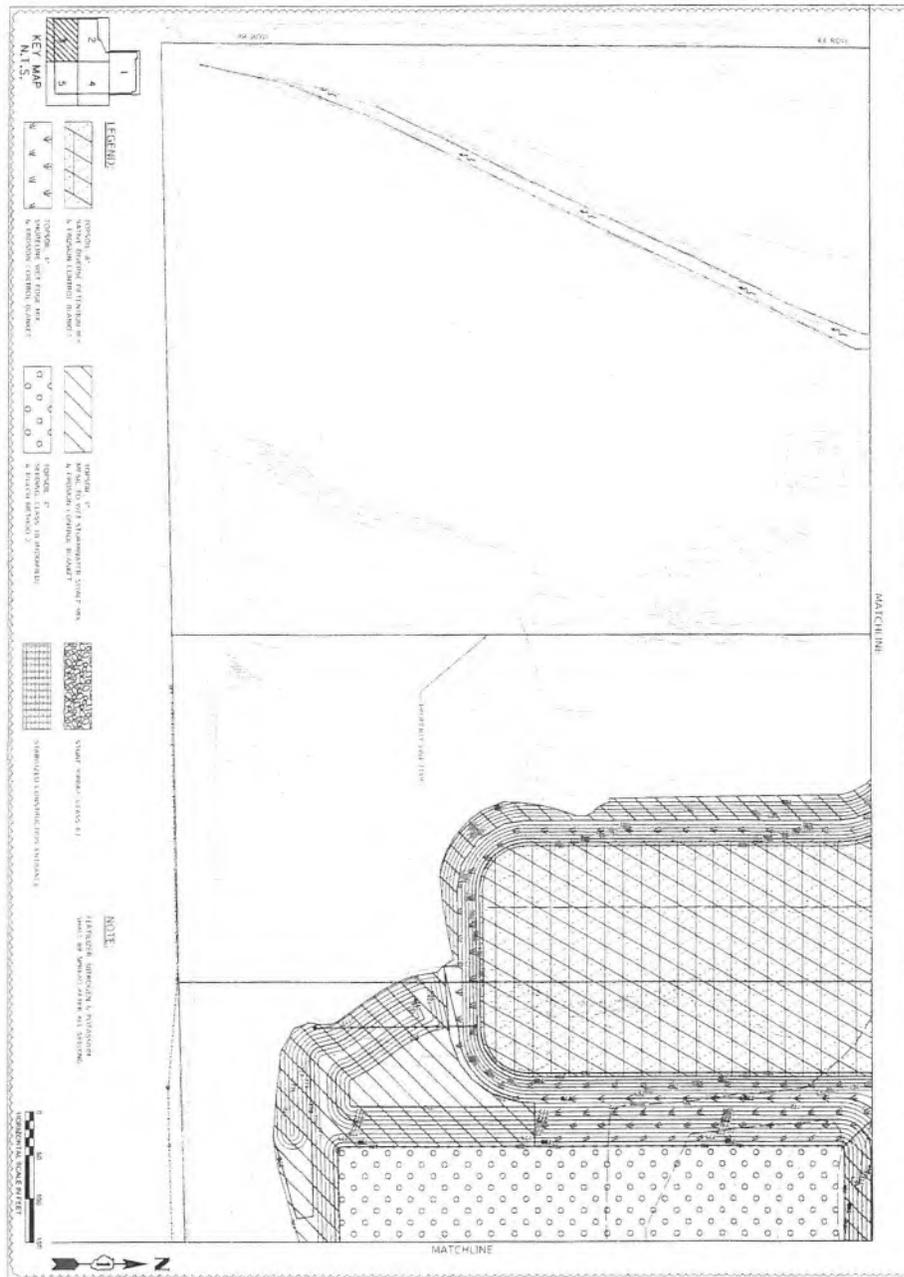
1501 West Barber Road
Mableton, GA 30128
CLIENT: Spitzer Cook, LLC
321 Center Street
Mableton, GA 30128

NATIVE BMP PLANNING NOTES

PROJECT #	DATE
C-29	

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PROJECT SITE GRADING AND STORMWATER MANAGEMENT 1401 Ames Garden Road Baltimore, E. 81120	CLIENT Spitzer Cook, LLC 37 "Canton Street" Baltimore, E. 81142	KNIGHT	KNIGHT E&A, INC. 831 E. BRIGHTON ROAD - SUITE 200 BOWLINGGREEN, E. 40442 PHONE: (765) 842-1226 WWW.KNIGHTE.A.COM
DATE: _____	DATE: _____	DATE: _____	DATE: _____
NATIVE BIRD PLANTING PLAN			
C-31			



- LEGEND**
- 1. PROPOSED GRADE
 - 2. EXISTING GRADE
 - 3. PROPOSED STORMWATER CHANNEL
 - 4. PROPOSED STORMWATER CHANNEL
 - 5. PROPOSED STORMWATER CHANNEL
 - 6. PROPOSED STORMWATER CHANNEL
 - 7. PROPOSED STORMWATER CHANNEL
 - 8. PROPOSED STORMWATER CHANNEL
 - 9. PROPOSED STORMWATER CHANNEL
 - 10. PROPOSED STORMWATER CHANNEL
 - 11. PROPOSED STORMWATER CHANNEL
 - 12. PROPOSED STORMWATER CHANNEL
 - 13. PROPOSED STORMWATER CHANNEL
 - 14. PROPOSED STORMWATER CHANNEL
 - 15. PROPOSED STORMWATER CHANNEL
 - 16. PROPOSED STORMWATER CHANNEL
 - 17. PROPOSED STORMWATER CHANNEL
 - 18. PROPOSED STORMWATER CHANNEL
 - 19. PROPOSED STORMWATER CHANNEL
 - 20. PROPOSED STORMWATER CHANNEL

NOTE

1. ALL PROPOSED STORMWATER CHANNELS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL STANDARD SPECIFICATIONS FOR CONCRETE AND REINFORCED CONCRETE STRUCTURES.

2. ALL PROPOSED STORMWATER CHANNELS SHALL BE CONSTRUCTED WITH A MINIMUM SLOPE OF 0.5%.

3. ALL PROPOSED STORMWATER CHANNELS SHALL BE CONSTRUCTED WITH A MINIMUM WIDTH OF 18 INCHES.

4. ALL PROPOSED STORMWATER CHANNELS SHALL BE CONSTRUCTED WITH A MINIMUM DEPTH OF 18 INCHES.

5. ALL PROPOSED STORMWATER CHANNELS SHALL BE CONSTRUCTED WITH A MINIMUM CURB HEIGHT OF 6 INCHES.

6. ALL PROPOSED STORMWATER CHANNELS SHALL BE CONSTRUCTED WITH A MINIMUM CURB TO CURB WIDTH OF 18 INCHES.

7. ALL PROPOSED STORMWATER CHANNELS SHALL BE CONSTRUCTED WITH A MINIMUM CURB TO CHANNEL WALL WIDTH OF 6 INCHES.

8. ALL PROPOSED STORMWATER CHANNELS SHALL BE CONSTRUCTED WITH A MINIMUM CURB TO CHANNEL WALL SLOPE OF 1:1.

9. ALL PROPOSED STORMWATER CHANNELS SHALL BE CONSTRUCTED WITH A MINIMUM CURB TO CHANNEL WALL FINISH WITH A 1/4" RADIUS.

10. ALL PROPOSED STORMWATER CHANNELS SHALL BE CONSTRUCTED WITH A MINIMUM CURB TO CHANNEL WALL FINISH WITH A 1/4" RADIUS.

11. ALL PROPOSED STORMWATER CHANNELS SHALL BE CONSTRUCTED WITH A MINIMUM CURB TO CHANNEL WALL FINISH WITH A 1/4" RADIUS.

12. ALL PROPOSED STORMWATER CHANNELS SHALL BE CONSTRUCTED WITH A MINIMUM CURB TO CHANNEL WALL FINISH WITH A 1/4" RADIUS.

13. ALL PROPOSED STORMWATER CHANNELS SHALL BE CONSTRUCTED WITH A MINIMUM CURB TO CHANNEL WALL FINISH WITH A 1/4" RADIUS.

14. ALL PROPOSED STORMWATER CHANNELS SHALL BE CONSTRUCTED WITH A MINIMUM CURB TO CHANNEL WALL FINISH WITH A 1/4" RADIUS.

15. ALL PROPOSED STORMWATER CHANNELS SHALL BE CONSTRUCTED WITH A MINIMUM CURB TO CHANNEL WALL FINISH WITH A 1/4" RADIUS.

16. ALL PROPOSED STORMWATER CHANNELS SHALL BE CONSTRUCTED WITH A MINIMUM CURB TO CHANNEL WALL FINISH WITH A 1/4" RADIUS.

17. ALL PROPOSED STORMWATER CHANNELS SHALL BE CONSTRUCTED WITH A MINIMUM CURB TO CHANNEL WALL FINISH WITH A 1/4" RADIUS.

18. ALL PROPOSED STORMWATER CHANNELS SHALL BE CONSTRUCTED WITH A MINIMUM CURB TO CHANNEL WALL FINISH WITH A 1/4" RADIUS.

19. ALL PROPOSED STORMWATER CHANNELS SHALL BE CONSTRUCTED WITH A MINIMUM CURB TO CHANNEL WALL FINISH WITH A 1/4" RADIUS.

20. ALL PROPOSED STORMWATER CHANNELS SHALL BE CONSTRUCTED WITH A MINIMUM CURB TO CHANNEL WALL FINISH WITH A 1/4" RADIUS.

PROJECT # C-33

DATE 08/20/13

SCALE AS SHOWN

PROJECT # C-33

DATE 08/20/13

SCALE AS SHOWN

PROJECT
SITE GRADING AND STORMWATER MANAGEMENT
 1501 Vance Burton Road
 Market #: 05131

CLIENT
Spitzer Cook, LLC
 371 Center Street
 Market #: 02162

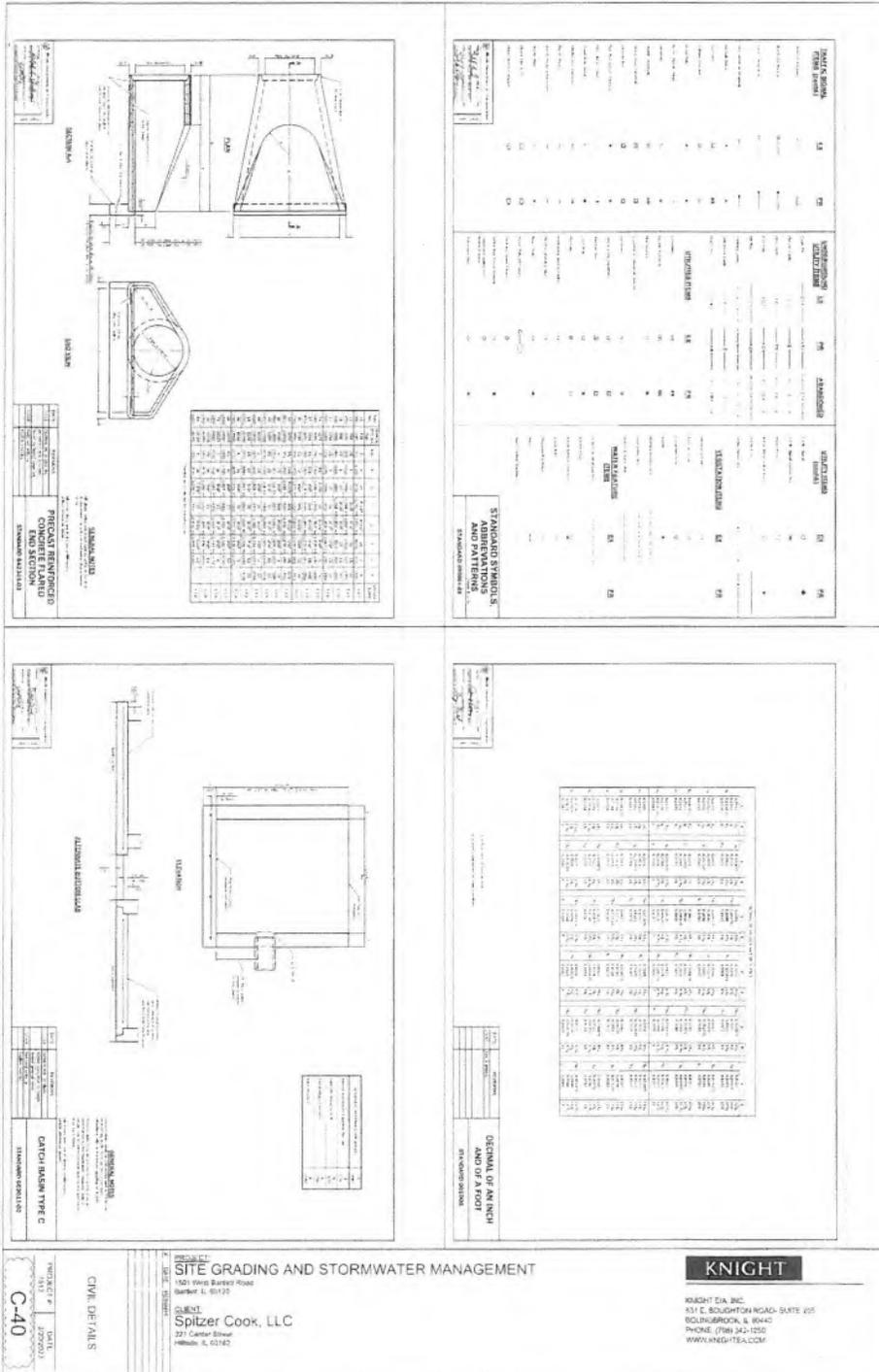
KNIGHT

KNIGHT EIA, INC.
 631 E. BRIGHTON ROAD - SUITE 200
 COLLEENBROOK, IL 60440
 PHONE: (708) 342-1250
 WWW.KNIGHTEIA.COM

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PROJECT # 1913	DATE 3/17/2019	CIVIL DETAILS	PROJECT	SITE GRADING AND STORMWATER MANAGEMENT	KNIGHT
			CLIENT	Spitzer Cook, LLC	
C-37			1501 West Oakland Road Burlington, IL 60109	KNIGHT EIA, INC. 321 E. EARLESTON ROAD, SUITE 207 BURLINGHAM, IL 60449 PHONE: (708) 342-1250 WWW.KNIGHTEIA.COM	

<p>STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS</p> <p>1. GENERAL NOTES:</p> <p>2. LEGEND:</p> <p>3. ABBREVIATIONS:</p> <p>4. PATTERNS:</p>	<p>GENERAL SYMBOLS</p> <p>ABBREVIATIONS</p> <p>LEGEND</p> <p>STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS</p>
<p>STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS</p> <p>1. GENERAL NOTES:</p> <p>2. LEGEND:</p> <p>3. ABBREVIATIONS:</p> <p>4. PATTERNS:</p>	<p>LEGEND</p> <p>STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS</p>
<p>PROJECT: SITE GRADING AND STORMWATER MANAGEMENT CLIENT: Spitzer Cook, LLC DATE: 10/12/11 SCALE: AS SHOWN PROJECT #: C-38 DATE: 10/12/11 SCALE: AS SHOWN CIVIL DEPT. PALS</p> <p>KNIGHT KNIGHT E&A, INC. 631 E. BOUGHTON ROAD, SUITE 205 BOULINGBROOK, IL 60445 PHONE: (708) 463-1355 WWW.KNIGHTEIA.COM</p>	



**PROJECT MANHOLE TYPE A
4' (11.27 m) DIAMETER**

EXAMINED BY: [Signature]

**PROJECT MANHOLE TYPE A
5' (1.52 m) DIAMETER**

EXAMINED BY: [Signature]

**PROJECT MANHOLE TYPE A
4' (11.27 m) DIAMETER**

EXAMINED BY: [Signature]

**PROJECT MANHOLE TYPE A
5' (1.52 m) DIAMETER**

EXAMINED BY: [Signature]

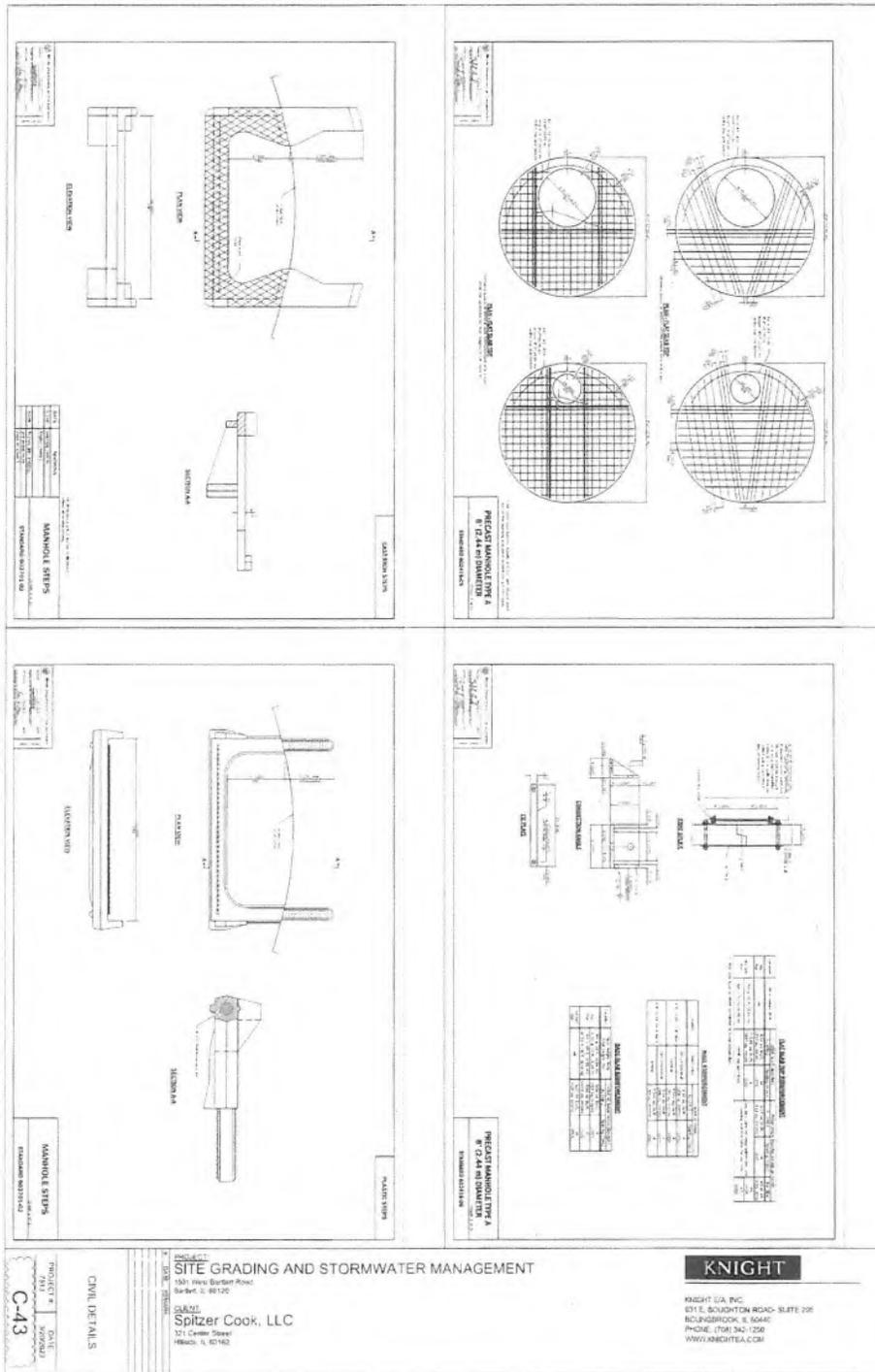
PROJECT: SITE GRADING AND STORMWATER MANAGEMENT
 161 West Barber Road
 Barber, IL 60120

CLIENT: Spitzer Cook, LLC
 321 Center Street
 Kildeer, IL 60149

KNIGHT

KNIGHT E.A. INC.
 431 E. BOUGHTON ROAD - SUITE 205
 BOURNEBROOK, IL 60442
 PHONE: (708) 363-1500
 WWW.KNIGHTEA.COM

PROJECT: C-41
 DATE: 07/20/20
 CIVIL DETAILS



PROJECT & DATE
C-43

CIVIL DETAILS

PROJECT
SITE GRADING AND STORMWATER MANAGEMENT
1501 West Gardner Road
Barberton, OH 44202

CLIENT
Spitzer Cook, LLC
321 Cedar Street
Helmuth, IL 60142

KNIGHT

KNIGHT USA, INC.
831 E. BOURNHTON ROAD - SUITE 208
BOURNBROOK, IL 60416
PHONE: (708) 342-1250
WWW.KNIGHTUSA.COM

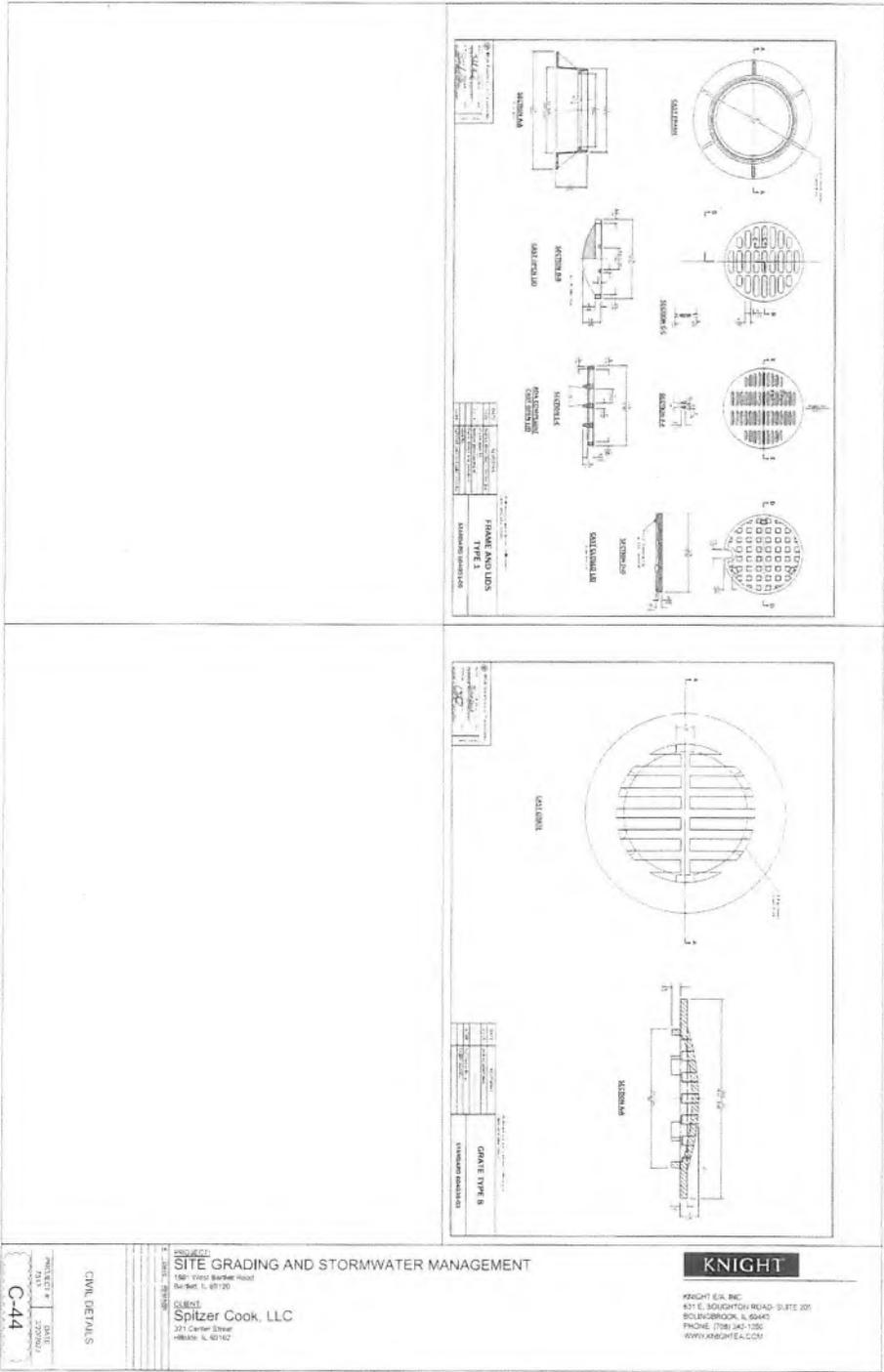


EXHIBIT B-3

Clay Building Pad Compaction Requirements

"THE STANDARD FOR ROAD AND BRIDGE CONSTRUCTION" ADOPTED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION ON JANUARY 1, 2022

EXHIBIT C-1
Performance Bond

[See Attached]

EXHIBIT C-2

Labor and Material Payment Bond

[See Attached]

**SUBDIVISION
PERFORMANCE BOND SAMPLE**

KNOW ALL PERSONS by these presents that we [insert the name and address of the Developer] as Principal (the "Principal") and [insert name and address of Surety] as Surety (the "Surety"), a corporation organized and existing under the laws of the State of _____, and licensed by the Illinois Department of Insurance to issue and sign surety bonds in the State of Illinois, are held and firmly bound unto the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Village") as Obligees in the full and just sum of:

[insert an amount equal to the lesser of (i) 115% of the reasonably estimated cost of construction of the Public Improvements adjusted for Public Improvements scheduled to be completed after one (1) year per paragraph A below by adding 1.25% per month for each month or fraction thereof beyond one (1) year up to a maximum of 150% of the estimated cost of the Public Improvements approved by the Village Engineer; or (ii) 110% of the bid amount for the Public Improvements based on executed contracts for the construction and installation of the Public Improvements on file with the Village Clerk.]

_____ U.S. Dollars (\$ _____) (the "Penal Sum"). For the payment of which sum of money well and truly to be made, Principal and Surety jointly and severally bind themselves and their respective heirs, executors, administrators, legal representatives, successors, and assigns, firmly by these Presents, said amount to include payment of actual costs and damages and for attorney's fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest, and any other fees and expenses resulting from or incurred by reason of Principal's failure to promptly and faithfully perform its contract and other obligations to the Village, said contract and other obligations being more fully described below, and to include attorney's fees, court costs, administration and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of the Surety under this Bond; and

WHEREAS, the Principal and Surety on this Bond agree that all the undertakings, covenants, terms, conditions and agreements of the contractor contracts entered into between the Principal and the Village will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the Principal or with subcontractors, all just claims due them under the provisions of such contracts with the Principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the contract on account of which this Bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this Bond is given (of which there is none), after final settlement between the officer, board, commission or agent of the Village and the Principal has been made; and

WHEREAS, the Principal has asked the Village to approve the final plat of subdivision or final planned unit development ("PUD") plan for certain real property in the Village legally described on Exhibit A (the "Property"); and

WHEREAS, the Village has approved of the development of the Property by the passage of Ordinance 20__ - ____, "An Ordinance [insert full title of ordinance approving final plat of subdivision and/or final PUD plan]", subject to certain conditions (the "Subdivision Approval Ordinance") and pursuant to which the Principal entered a certain Public Improvements Completion Agreement dated _____ (the "PICA"), under which the Principal has promised and agreed, among other things, that, in consideration of the approval of [insert name of the subdivision/PUD] [(the "Subdivision") or (the "PUD")] by the Village, the Principal shall cause to be constructed and fully paid for, all of the on-site and any off-site public improvements, including, but not limited to, site grading and erosion control, the water distribution system, sanitary sewer system, storm water management and storm sewer system, street system, street lights, sidewalks, bicycle paths, and landscaping and tree planting (the "Public Improvements") for such Subdivision or PUD in a good and workmanlike manner with materials of good quality in strict accordance with the engineering plans and specifications for the Public Improvements prepared by [insert name of engineer] dated [insert plan date], last revised [insert last revision date] (the "Plans") and the Village Subdivision & PUD Ordinance (the "Subdivision Ordinance"), and to maintain the Public Improvements until they are completed and accepted by the Village corporate authorities and a maintenance bond or other maintenance guaranty has been deposited with the Village in accordance with the Subdivision Ordinance.

The Subdivision Approval Ordinance, the PICA, and the Subdivision Ordinance, and the terms and conditions of each of them, are hereby incorporated herein by this reference as though fully set forth herein and are collectively referred to herein as the "Village Approvals".

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE such that if the Principal shall well, truly, promptly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of said Principal under the Village Approvals, including, but not limited to: (1) cause the Public Improvements to be constructed in a good and workmanlike manner with materials of good quality in strict accordance with the Plans and the Subdivision Ordinance; (2) complete each of the eight phases of construction listed in the following paragraph A on or before the completion dates therein specified (the "Completion Dates"); (3) provide, perform and complete properly and in the manner specified in the Subdivision Ordinance and the PICA, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information data and other means and items necessary for the construction, installation and completion of the Public Improvements; (4) procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith and all costs incidental thereto; (5) pay all applicable federal, state, county and local taxes; (6) cause a maintenance guaranty in the form of (i) a Maintenance Bond, (ii) a Standby Letter of Credit (Maintenance) or (iii) Maintenance Cash Bond to be deposited with the Village in

accordance with the PICA and the Subdivision Ordinance; (7) to do all other things required of the Principal by the Village Approvals, or any of them; and (8) to provide, perform and complete all of the foregoing in full compliance with, and as required by and pursuant to the Village Approvals, or any of them; all of which are herein referred to as the "Principal's Obligations" whether or not any of the work enters into and becomes a component part of the Public Improvements contemplated, then this Obligation shall be null and void; otherwise, it shall remain in full force and effect.

A. Completion Dates. The Public Improvements shall be completed in accordance with the following schedule:

i. Site grading, including grading of rights-of-way, detention basins and/or retention ponds, lots and open space areas shall be completed on or before [insert completion date].

ii. Underground improvements, including water mains, vaults and valve vaults, sanitary sewer mains and manholes and any required force main, shall be completed on or before [insert completion date].

iii. Storm water facilities, including underground items, detention items, wetland/riparian areas and erosion control, shall be completed on or before [insert completion date].

iv. Curbs and street base, including "first lift" of pavement shall be completed on or before [insert completion date].

v. Street lighting shall be completed on or before [insert completion date].

vi. Sidewalks and bicycle paths shall be completed on or before [insert completion date].

vii. Parkway and open space restoration (including removal of all material, overburden and soil stock piles, and repairs to catch basins, manholes and other structures located in parkways and open space areas), and landscaping shall be completed on or before [insert completion].

viii. Final street surface ("second lift"), including necessary repairs to street base "first lift", catch basins, manholes and other structures located between curb lines shall be completed on or before [insert completion date].

B. Surety for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of the Village, the Principal, or either of them to the other in or to the terms of the Village Approvals, or any of them, and/or any other of the Principal's Obligations; in or to the schedules, Plans, drawings, specifications; in or to the method or manner of performance of the work in connection with the Public Improvements; in or to the manner of the payment therefor; or in or to Village furnished facilities, equipment,

service, property or sites shall in any way release the Principal and Surety, or either of them, or any of their respective heirs, executors, administrators, successors, or assigns, or affect the obligations of the Surety on this Bond, all notice of any and all of the foregoing changes, modifications, alterations, deletions, additions, extensions of them, or forbearances being hereby waived by the Surety.

C. Upon the default of the Principal with respect to undertakings, covenants, terms, conditions, and agreements, the termination of the Principal's right to proceed with the work, and written notice of that default and termination by the Village to the Surety ("Notice"), the Surety shall promptly remedy the default by taking one of the following actions:

(1) The Surety shall complete the work pursuant to a written takeover agreement, using a completing contractor jointly selected by the Surety and the Village; or

(2) The Surety shall pay a sum of money to the Village, up to the Penal sum of the Bond, that represents the reasonable cost to complete the work and perform the Principal's Obligations under the Village Approvals.

The Surety shall respond to the Notice within 15 working days of receipt indicating the course of action that it intends to take or advising that it requires more time to investigate the default and select a course of action. If the Surety requires more than 15 working days to investigate the default and select a course of action or if the Surety elects to complete the work with a completing contractor that is not prepared to commence performance within 15 working days after receipt of Notice, and if the Village determines it is in the best interest of the Village to maintain the progress of the work, the Village may continue to work until the completing contractor is prepared to commence performance. Unless otherwise agreed to by the Village, in no case may the Surety take longer than 30 working days to advise the Village on the course of action it intends to take. The Surety shall be liable for reasonable costs incurred by the Village to maintain the progress, subject to the Penal Sum of the Bond.

D. This Bond shall remain in full force and effect until the Public Improvements and the other Principal's Obligations are in fact completed or satisfied, regardless of whether any notice of the Principal's failure to complete the Principal's Obligations, including, without limitation, the Public Improvements has been served on the Principal or the Surety.

E. Any suit under this Performance Bond must be instituted before the expiration of two (2) years from the date on which the last of the Public Improvements described in paragraph A are scheduled for completion; provided, however, that the Surety shall give written notice by certified mail, return receipt requested, deliver to addressee only, to the Village Administrator, the Village Treasurer and the Village Clerk, of the expiration of such two (2) year period not less than sixty (60) days prior to the expiration of such two (2) year period, otherwise the expiration date shall be extended automatically to the date ninety (90) days after such notice is actually given.

F. The Village shall have no obligation to actually incur any expense or correct any deficient performance of the Principal in order to be entitled to the proceeds on the Bond.

G. No right of action shall accrue under this Bond to or for the use of any person or corporation other than the Village, its successors or legal representatives.

H. This Bond shall be governed by Illinois law and the parties agree that the proper venue for the enforcement of this Bond shall be the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois. The Principal, the Owner and the Surety, jointly and severally, agree to reimburse the Village for its costs and reasonable attorney's fees incurred by the Village in enforcing or attempting to enforce the Principal's Obligations and the Surety, or any of them, under this Bond, regardless of whether a lawsuit is actually filed, within 15 working days after the receipt of copies of paid invoices for such attorney's fees.

SIGNED AND SEALED this ____ day of _____, 20____.

PRINCIPAL: [Insert name of Developer] SURETY: [Insert name of Surety]

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT C-2

Labor and Material Payment Bond

[See Attached]

**SUBDIVISION
LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS by these presents that we [insert the name and address of the Developer] as Principal and [insert name and address of Surety] as Surety (the "Surety"), a corporation organized and existing under the laws of the State of _____, and licensed by the Illinois Department of Insurance to issue and sign surety bonds in the State of Illinois, are held and firmly bound unto the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Village") as Obligee, for the use and benefit of itself and of claimants as hereinafter defined, in the full and just sum of:

[insert an amount equal to (i) 115% of the estimated cost of construction of the Public Improvements adjusted for Public Improvements scheduled to be completed after one (1) year by adding 1.25% for each month or fraction thereof beyond one (1) year up to a maximum of 150% of the estimated cost of the Public Improvements as approved by the Village Engineer; or (ii) 110% of the bid amount for the Public Improvements based on executed contracts for the construction and installation of the Public Improvements on file with the Village Clerk.]

_____ U.S. Dollars (\$_____) (the "Penal Sum") to be paid to it, or the claimants or its or their assigns, to which payment well and truly to be made, Principal and Surety jointly and severally bind themselves and their respective heirs, executors, administrators, legal representatives, successors, and assigns, firmly by these Presents, said amount to include attorney's fees, court costs, administration and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of the Surety under this Bond.

WHEREAS, the Principal and Surety on this Bond agree that all the undertakings, covenants, terms, conditions and agreements of the Principal contracts entered into between the Principal and the Village will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the Principal or with subcontractors, all just claims due them under the provisions of such contracts with the Principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the contract on account of which this Bond is given (of which there is none), when such claims are not satisfied out of the contract price of the contract on account of which this Bond is given, after final settlement between the officer, board, commission or agent of the Village and the Principal has been made; and

WHEREAS, the Village has approved of the development of the Property by the passage of Ordinance 20____-_____, "An Ordinance [insert full title of ordinance approving final plat of subdivision and/or final PUD plan]", subject to certain conditions (the "Subdivision Approval Ordinance") and pursuant to which the Principal entered a certain Public Improvements Completion Agreement dated _____ (the "PICA"), under which the Principal has promised and agreed, among other things, that, in

consideration of the approval of [insert name of the subdivision/PUD] [(the "Subdivision") or (the "PUD")] by the Village, the Principal shall cause to be constructed and fully paid for, all of the on-site and any off-site public improvements, including, but not limited to, site grading and erosion control, the water distribution system, sanitary sewer system, storm water management and storm sewer system, street system, street lights, sidewalks, bicycle path, landscaping and tree planting (the "Public Improvements") for such Subdivision or PUD in a good and workmanlike manner with materials of good quality in strict accordance with the engineering plans and specifications for the Public Improvements prepared by [insert name of engineer] dated [insert plan date], last revised [insert last revision date] (the "Plans") and the Village Subdivision & PUD Ordinance (the "Subdivision Ordinance"), and to maintain the Public Improvements until they are completed and accepted by the Village corporate authorities and a maintenance bond has been deposited with the Village in accordance with the Subdivision Ordinance.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS such that if Principal shall promptly pay or cause to be paid all sums of money that may be due to any claimant with respect to Principal's Obligations under the Village Approvals (1) to provide, perform, and complete at the Property and in the manner specified in the Village Approvals all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary to the construction, installation, and completion of the Public Improvements required in the Village Approvals; (2) to procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith; (3) to pay all applicable federal, state, and local taxes; (4) cause a maintenance guaranty in the form of (i) a Maintenance Bond, (ii) a Standby Letter of Credit (Maintenance), or (iii) a Maintenance Cash Bond to be deposited with the Village in accordance with the PICA and the Subdivision Ordinance; (5) to do all other things required of Principal by the Village Approvals, or any of them; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Village Approvals, all of which is herein referred to as the "Work", whether or not any of the Work enters into and becomes a component part of the Public Improvements contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Principal and Surety hereby jointly and severally agree that every claimant who has not had all just claims for the furnishing of any part of the Work paid in full, including, without limitation, all claims for amounts due for materials, lubricants, oil, gasoline, or rentals of or service or repairs on machinery, equipment, and tools consumed or used in connection with the furnishing of any part of the Work, may sue on this Bond for the use of such claimant, may prosecute the suit to final judgment for such sum or sums as may be justly due such claimant, and may have execution therein; provided, however, that the Village shall not be liable for the payment of any costs or expenses of any such suit. The provisions of Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) if applicable, and the Public Construction Bond Act (30 ILCS 550/1, *et seq.*) shall be deemed inserted herein, including, but not limited to, the time limits within which notices of claim for lien must be filed and actions brought under this Bond.

Principal and Surety hereby jointly agree that the Village may sue on this Bond if the Village is held liable to, or voluntarily agrees to pay, any claimant directly, but nothing in this Bond shall create any duty on the part of the Village to pay any claimant.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extension of time, or forbearances on the part of the Village or Principal to the other in or to the terms of the Village Approvals; in or to the schedules, plans, drawings, or specifications; in or to the method or manner of performance of the Work; in or to Village-furnished facilities, equipment, materials, service, or site; or in or to the mode or manner of payment therefor shall in any way release Principal and Surety or either of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this Bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extension of time, or forbearances and notice of any and all defaults by Principal or of the Village's termination of Principal being hereby waived by Surety.

SIGNED AND SEALED this ____ day of _____, 20____.

PRINCIPAL: [Insert name of Developer]

SURETY: [Insert name of Surety]

By: _____

Name:

Title:

By: _____

Name:

Title:

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM

23-39

DATE: July 11, 2023
TO: Paula Schumacher, Village Administrator
FROM: Kristy Stone, PDS Director *KS*
RE: **(#23-05) Bartlett Liquors and Wine**

PETITIONER

Narinder Sohi

SUBJECT SITE

1072 Army Trail Road (Galleria of Bartlett)

REQUESTS

Special Use Permit to sell package liquor (beer, wine, and liquor)

SURROUNDING LAND USES

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
Subject Site	Commercial	Mixed-Use Business Park /Estate Residential	B-3
North	Single-Family	Estate Residential	ER-3 PUD
South	Commercial	Mixed-Use Business Park	B-3 / B-3 PUD
East	Undeveloped	Mixed-Use Business Park /Estate Residential	R-1*
West	Commercial	Commercial	B-3 PUD

* Single Family – Unincorporated DuPage County

ZONING HISTORY

- **July 2018** - The property now known as the Galleria of Bartlett was annexed by the Village in July of 2018. The property was zoned B-3 and was granted Special Use Permits to allow a drive-thru establishment, to serve alcohol and to allow outdoor seating. Variations were also granted to allow for parking in the front, rear, and side yards.

DISCUSSION

1. The petitioner is requesting a **Special Use Permit** to sell beer, wine, and liquor in a package liquor store in the B-3 (Neighborhood Shopping) Zoning District.
2. The proposed liquor store will also sell tobacco products and limited food items.
3. The proposed liquor store will occupy the unit of the Galleria of Bartlett that was the former location of 2x20 Fitness between Beef Shack and Smoke & Vape Exclusive.
4. The Zoning Ordinance requires 7 parking spaces for this use, there are currently 78 spaces in the Galleria parking lot. The parking lot can accommodate the parking requirements of the proposed liquor store and all existing tenants.
5. The proposed hours of operation will be in accordance with the Class C Extended liquor license; 10:00 AM to 10:00 PM Sunday through Thursday and 10:00 AM to 12:00 AM (midnight) on Friday and Saturday.

RECOMMENDATION

1. The Staff recommends **approval** of the petitioner's request for a special use permit subject to the following conditions and findings of fact:
 - A. Approval of a Class C Extended liquor license;
 - B. The sale of liquor shall be limited to the hours of 8:00 AM to 12:00 Midnight Sunday through Thursday and 8:00 AM to 1:00 AM on Friday and Saturday, in accordance with the liquor license;
 - C. Findings of fact (special use permit):
 - i. The proposed liquor store is desirable to provide a use which is in the interest of public convenience and will contribute to the general welfare of the community;
 - ii. That the proposed liquor store will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity.
 - iii. That the special use shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.
2. The Planning and Zoning Commission held the required public hearing, reviewed the petitioner's request and **recommended approval** at their meeting on June 2, 2023.

3. The **Committee of the Whole** reviewed the petition at their meeting on June 20, 2023 and **forwarded this item on to the Village Board for a final vote.**
4. The Ordinance approving the petitioner's requests is attached for your review and consideration.

dh/attachments
x:\comdev\memos 2023\039_liquor store_1072_army_trail_vb.docx

ORDINANCE 2023-_____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR
BARTLETT LIQUORS AND WINE AT 1072 ARMY TRAIL ROAD

WHEREAS, 59th & Army Trail, LLC. (the “Owner”) is the owner of 1072 Army Trail Road, Bartlett, Illinois, zoned B-3 (Neighborhood Shopping District), located near the northeast corner of S. Route 59 and Army Trail Road in the Village of Bartlett, legally described on **Exhibit A**, and is referred to herein as the “Subject Property”; and

WHEREAS, Narinder Sohi (the “Petitioner”) has filed a petition (the “Petition”) for a special use permit to allow package liquor sales (the “Special Use Permit”) on the Subject Property; and

WHEREAS, the Owner of the Subject Property has consented to the Petition of Narinder Sohi; and

WHEREAS, the Bartlett Planning & Zoning Commission reviewed the Petition and conducted the required public hearing with respect to the requested Special Use Permit on the Subject Property at its meeting on June 1, 2023 (Case #2023-05) and has recommended to the Corporate Authorities that the Special Use Permit to allow package liquor sales be granted, subject to the conditions and findings of fact set forth in its report; and;

WHEREAS, the Corporate Authorities have determined that it is in the public interest to grant the Special Use Permit recommended by the Planning & Zoning Commission

based on its findings of fact and conditions set forth in its report and in Sections One and Three of this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Corporate Authorities") as follows:

SECTION ONE: That based in part on the conditions set forth in Section Three of this Ordinance, the Corporate Authorities do hereby make the following findings of fact pertaining to the Special Use Permit on the Subject Property:

- A. The proposed special use permit for package liquor sales at 1072 Army Trail Road is desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or the community;
- B. That the proposed special use will not under the circumstances of the particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
- C. That the special use shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees by the passage of this Ordinance.

SECTION TWO: That the Special Use Permit to allow package liquor sales is hereby granted, subject to the findings of fact and the conditions set forth in Sections One and Three of this Ordinance.

SECTION THREE: The Special Use Permit granted in Section Two of this Ordinance, is based upon and is hereby made contingent upon the satisfaction of the following conditions:

- A. The approval of a Class C Extended liquor license by the Village of Bartlett corporate authorities, and the issuance of the newly created Class C Extended liquor license to the Petitioner or a newly created corporation, limited liability company or partnership that has entered a written lease with the Petitioner and in which tenant entity Narinder Sohi is a shareholder, director, officer, member, manager or partner, by the Bartlett Local Liquor Commissioner;
- B. The sale of liquor shall be limited to the hours of 8:00 A.M. to 12:00 A.M., Sunday through Thursday and 8:00 A.M. to 1:00 A.M. on Friday and Saturday in accordance with the liquor license.

SECTION FOUR: The violation of any of the above conditions shall be cause for the revocation of the granting of the Special Use Permit approved by this Ordinance.

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

SECTION SIX: 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 SEVEN: EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

PASSED: July 18, 2023

APPROVED: July 18, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2023- _____ enacted on July 18, 2023 and approved on July 18, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

Exhibit A

Legal Description:

LOT 3 IN SMITH'S ASSESMENT PLAT, OF PART OF THE SOUTH EAST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO THE PLAT THEREOF RECORDED ON OCTOBER 13, 1949 AS DOCUMENT 578127 IN DUPAGE COUNTY, ILLINOIS.

P.I.N. NO. 0116401015



Agenda Item Executive Summary

Item Name Orchards Gaming

Committee or
Board Village Board

BUDGET IMPACT

Amount: N/A

Budgeted N/A

List what fund N/A

EXECUTIVE SUMMARY

The petitioner is requesting a **Special Use Permit** to allow the serving of beer and wine at a gaming café at 978 S. Bartlett Road in the Bartlett Orchard Plaza shopping center.

The Planning and Zoning Commission held the required public hearing, reviewed the petitioner's request and **recommended approval** subject to the conditions and findings of fact at their meeting on June 2, 2023.

The Committee of the Whole reviewed the petition at their meeting on June 20, 2023 and **forwarded this item onto the Village Board for a final vote**

ATTACHMENTS (PLEASE LIST)

PDS Memo & ordinance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to Approve Ordinance #2023-_____ **An Ordinance Granting a Special Use Permit to allow the serving of beer and wine at Orchards Gaming Café at 978 S. Bartlett Road.**
- Motion

Staff: Kristy Stone, PDS Director

Date: July 11, 2023

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM

23-38

DATE: July 11, 2023
TO: Paula Schumacher, Village Administrator
FROM: Kristy Stone, PDS Director 
RE: **(#23-04) Orchards Gaming**

PETITIONER

Nilesh Patel

SUBJECT SITE

978 S. Bartlett Road (Bartlett Orchard Plaza)

REQUESTS

Special Use Permit to serve beer and wine

SURROUNDING LAND USES

Subject Site	<u>Land Use</u> Commercial	<u>Comprehensive Plan</u> Commercial	<u>Zoning</u> B-2 PUD
North	Commercial	Commercial	B-2
South	Residential	Suburban Residential	SR-3 PUD
East	Commercial	Commercial	B-3 PUD
West	Residential	Suburban Residential	SR-3 PUD

ZONING HISTORY

- **February 1973** – The subject parcel was annexed to the Village under an annexation agreement granting the owner the right to develop single-family, town house, and other multi-family residential uses.
- **January 1986** - The property now known as Bartlett Orchard Plaza was zoned B-2 Local Convenience Shopping District as part of Area 1B-1 of the Bartlett Orchards Planned Unit Development.
- **June 1987** – A special permit was granted approving the PUD plan for the development of the shopping center.

DISCUSSION

1. The petitioner is requesting a **Special Use Permit** to serve beer and wine at a gaming cafe.
2. The petitioner is proposing to open a cafe with video gaming that will provide a limited dining menu. This will be a 21 and older only establishment.
3. The approximately 1,600 square foot establishment would include a lounge and bar area with 12 seats, as well as a gaming area with six (6) gaming stations. A draft floor plan is attached for reference.
4. State Law requires that establishments operating video gaming machines have a valid liquor license. The petitioner is proposing to offer beer and wine only for their patrons and proposes to operate from Sunday to Thursday 8:00 a.m. to 10:00 p.m. and Friday to Saturday 8:00 a.m. to 12:00 a.m. Once a liquor license is issued, the petitioner will be able to apply for the state video gaming license.
5. Orchards at Bartlett currently has 98 parking spaces on site. This use would require 24 parking spaces. The shopping center would be able to accommodate the parking demand for this use. The Bartlett Orchard Plaza site plan is attached for reference.

RECOMMENDATION

1. The Staff recommends **approval** of the petitioner's request for a special use permit subject to the following conditions and findings of fact:
 - A. Approval of a Class B liquor license;
 - B. The sale of alcohol shall be limited to the hours of 8:00 A.M. to 1:00 A.M. Sunday through Thursday and 8:00 AM to 2:00 AM on Friday and Saturday, in accordance with the Class B liquor license;
 - C. Approval a Video Gaming License by the State of Illinois.
 - D. Findings of fact (special use permit):
 - i. The proposed gaming cafe is desirable to provide a use which is in the interest of public convenience and will contribute to the general welfare of the community;
 - ii. That the proposed gaming cafe will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity.
 - iii. That the gaming cafe shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use

and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.

2. The **Planning and Zoning Commission** held the required public hearing, reviewed the petitioner's request and **recommended approval** at their meeting on June 2, 2023.
3. The **Committee of the Whole** reviewed the petition at their meeting on June 20, 2023 and **forwarded this item on to the Village Board for a final vote.**
4. The Ordinance approving the petitioner's requests is attached for your review and consideration.

dh/attachments

x:\comdev\mem2023\032_Orchards_Gaming_vb.docx

ORDINANCE 2023-_____

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO
ALLOW THE SERVING OF BEER AND WINE AT ORCHARDS
GAMING CAFE AT 978 S. BARTLETT ROAD**

WHEREAS, Bartlett Orchards Plaza (the “Owner”) is the owner of 978 S. Bartlett Road, Bartlett, Illinois, zoned B-2 PUD (Local Convenience Shopping District), located near the southwest corner of S. Bartlett Road and Stearns Road in the Village of Bartlett, legally described on **Exhibit A**, and is referred to herein as the “Subject Property”; and

WHEREAS, Nilesh Patel (the “Petitioner”), has filed a petition (the “Petition”) for a special use permit to allow the serving of beer and wine (the “Special Use Permit”), on the Subject Property; and

WHEREAS, the Owner of the Subject Property has consented to the Petition of Nilesh Patel; and

WHEREAS, the Bartlett Planning & Zoning Commission reviewed the Petition and conducted the required public hearing with respect to the requested Special Use Permit on the Subject Property at its meeting on June 1, 2023 (Case #2023-04) and has recommended to the Corporate Authorities that the Special Use Permit to allow the serving of beer and wine for a gaming cafe be granted, subject to the conditions and findings of fact set forth in its report; and;

WHEREAS, the Corporate Authorities have determined that it is in the public interest to grant the Special Use Permit recommended by the Planning & Zoning Commission based on its findings of fact and conditions set forth in its report and in Sections One and Three of this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Corporate Authorities") as follows:

SECTION ONE: That based in part on the conditions set forth in Section Three of this Ordinance, the Corporate Authorities do hereby make the following findings of fact pertaining to the Special Use Permit on the Subject Property:

- A. The proposed special use permit to allow the serving of beer and wine for a gaming cafe at 978 S. Bartlett Road is desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or the community;
- B. That the proposed special use will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
- C. That the special use shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees by the passage of this Ordinance.

SECTION TWO: That the Special Use Permit to allow the serving of beer and wine for a gaming cafe is hereby granted, subject to the findings of fact and the conditions set forth in Sections One and Three of this Ordinance.

SECTION THREE: The Special Use Permit granted in Section Two of this Ordinance, is based upon and is hereby made contingent upon the satisfaction of the following conditions:

- A. The approval of a Class B liquor license by the Village of Bartlett corporate authorities, and the issuance of the newly created Class B liquor license to the Petitioner or a newly created corporation, limited liability company or partnership that has entered a written lease with the Petitioner and in which tenant entity, Nilesh Patel, is a shareholder, director, officer, member, manager or partner, by the Bartlett Local Liquor Commissioner;
- B. The sale of alcohol shall be limited to the hours of 8:00 A.M. to 1:00 A.M., Sunday through Thursday and 8:00 A.M. to 2:00 A.M. on Friday and Saturday in accordance with the liquor license.
- C. Approval of a Video Gaming License by the State of Illinois.

SECTION FOUR: The violation of any of the above conditions shall be cause for the revocation of the granting of the Special Use Permit approved by this Ordinance.

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

SECTION SIX: 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 SEVEN: EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

PASSED: July 18, 2023

APPROVED: July 18, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2023- _____ enacted on July 18, 2023 and approved on July 18, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Exhibit A

Legal Description:

Lot 1 of Prudential Realty Final Resubdivision & P.U.D. Plat of Part of Section 10, Township 40 North, Range 9, east of the third principal meridian according to the plat thereof recorded August 10, 1987, in DuPage County, Illinois.

P.I.N. NO. 0110206018



Agenda Item Executive Summary

Item Name Yummy Poke BEDA application

Committee
or Board Board

BUDGET IMPACT

Amount: \$35,000

Budgeted Yes

List what
fund Incentives

EXECUTIVE SUMMARY

This BEDA application from MMR10, Inc., d/b/a Yummy Poke, is for converting the lone remaining vacant space in the Streets of Bartlett shopping center from an office to a modern, code-compliant restaurant.

Mr. Rafidia is the applicant and owner of the establishment and will be spending \$167,730 to convert the space to Yummy Poke. Because some of the costs submitted are not eligible per the program, staff has determined that there will be \$145,670 worth of BEDA-eligible improvements made. This includes framing, drywall, flooring, electrical work, plumbing, signage, countertops, fire suppression, and kitchen equipment.

Staff presented the application and contractor quotes to the EDC at its April 10th meeting along with a recommendation for a \$35,000 grant. This is similar to percentages approved for similar buildouts completed in this price range.

The EDC voted unanimously to recommend a grant in the amount of **\$35,000**. The Committee of the Whole reviewed it at its June 20th meeting, at which time it was forwarded to the Village Board for a vote with the stipulation that it be considered under the new BEDA guidelines. Mr. Rafidia has since signed the Application Addendum, with all new rules applicable to this application.

ATTACHMENTS (PLEASE LIST)

Staff Memo, BEDA application from MMR10, Inc., d/b/a Yummy Poke, Signed BEDA Program Application Addendum, Minutes from the April 10, 2023 Economic Development Commission meeting

ACTION REQUESTED

- I move to approve a BEDA grant for MMR10, doing business as Yummy Poke, in the amount of \$35,000, to be reimbursed following submittal of all required receipts and in accordance with current BEDA program guidelines.

Staff: Tony Fradin, Economic Development
Coordinator

Date: July 10, 2023

ECONOMIC DEVELOPMENT MEMORANDUM

DATE: July 10, 2023
TO: Paula Schumacher, Village Administrator
FROM: Tony Fradin, Economic Development Coordinator *TF*
RE: Yummy Poke BEDA Application

APPLICANT: MMR10, Inc., d/b/a Yummy Poke

BACKGROUND: This BEDA application is from Manny Rafidia, the owner of the fully rehabilitated and reoccupied Streets of Bartlett shopping center, formerly known as Bartlett Plaza.

This particular application is for converting the sole vacant space, formerly a dentist office at 134 Bartlett Plaza, into a sales tax generating use – a restaurant called Yummy Poke. The business plan describes the new restaurant as a place where customers can select from a variety of sushi or vegetarian poke bowls with many options regarding the base, selection of vegetables, sushi, chicken, and other toppings.

There is not a comparable restaurant in the village, and this would make a nice addition to the shopping center, which already features a great variety of eating and drinking establishments.

There is a brief summary detailing the proposed expenditures for this project as well as the number of employees (4), hours of operation, and projected food, liquor, and gaming terminal revenues.

BEDA APPLICATION:

The attached application details \$167,730 worth of expenditures associated with converting this former office space into a modern, Code-compliant eating and drinking establishment.

Because architectural fees (\$3,000), demolition (\$14,800), and inventory (\$10,000) are not BEDA-eligible expenses, staff has determined that the eligible amount for all other costs including plumbing, electrical, equipment, signage, and more amounts to \$145,670.

This includes:

- \$38,800 in eligible costs to 1st Home Improvement for framing, drywall, flooring, and other build-out costs.
- \$28,200 to mck construction for electrical work
- \$25,200 to Hall and One for plumbing
- \$5,000 to Neon Art sign company
- \$9,900 to Limestone Innovations Corp. for countertops

- \$5,100 to Daly Fire Protection for sprinkler upgrades
- \$33,470 to Webstaurant for equipment

RECOMMENDATION:

Staff is recommending a BEDA grant in the amount of **\$35,000**, or 24% of the build-out costs for this new restaurant.

This amount is comparable to two prior similar projects, the buildout of a former office space into Indian Express restaurant (21%) and the buildout of the Bartlett Tap (26%). Staff is also accounting for additional BEDA projects that we anticipate in the new fiscal year.

APRIL 10 EDC MEETING:

The BEDA application for Yummy Poke was presented to the Economic Development Commission at its meeting on April 10, 2023.

Following a brief presentation, the EDC unanimously recommended in favor of awarding a \$35,000 BEDA grant, following completion of all work to Village Code.

Staff will verify that a Certificate of Occupancy and valid business license is obtained prior to disbursement.

Please note that this application has been processed prior to any updates being made to the BEDA program.

JUNE 20 COMMITTEE OF THE WHOLE MEETING:

This BEDA application was presented to the Committee of the Whole at its June 20th meeting. The committee verified that this project is primarily for a restaurant, which will later add video gaming.

The committee directed this application to be subject to the update BEDA regulations, which staff has gone over with the petitioner, who has also signed the BEDA Program Application Addendum. The business is already open and operational with a valid business license.

MOTION:

I move to approve a BEDA grant in the amount of \$35,000 for MMR10, Inc., d/b/a Yummy Poke, to be reimbursed subject to all current program guidelines.

Summary of Business Operations
Yummy Poke

164 Bartlett Plz, Bartlett, IL 60103

This business operation concept is to serve healthy and nourishing food options, where the consumer can choose from a variety of sushi or vegetarian poke bowls or customize their own. There is a choice of rice or salad for the base, large selection fresh vegetables, assortment of sushi, chicken and/or tofu with multiple toppings. This is a great food option for lunch or dinner with the sale of beer and wine offered to the adult community.

There will be a separate section of the establishment that will have video gaming terminals that will allow patrons 21 years of age or older access to provide entertainment for the adult community. The access to this area will be constantly monitored by the staff, as the location for entry is in direct view from the serving/cashier area. One staff member will be in this area at all times. This separate section shall be monitored 24 hours a day, 7 days a week by video cameras. There will be specific cameras on the gaming terminals and cash machine, with DVR and motion detection camera alarms for the gaming area.

We will be spending approximately \$168,000 in build-out expenses for this establishment, which will have a modern and fresh appearance.

This location would have (4) employees. The hours of operation would be Monday through Thursday 11:00 am – 9:00 pm, Friday and Saturday 11:00 am – 10:00 pm and Sunday 12:00 pm – 8:00 pm.

We are projecting the annual food sales to be \$1,000,000, annual liquor sales to be \$100,000 and annual NTI (Net Terminal Income) to be \$200,000.

Village of Bartlett Economic Development Assistance Application

Applicant Information:

Applicant(s) Name MMR10, Inc., d/b/a Yummy Poke

Applicant(s) Address: 134 Bartlett Plz, Bartlett, IL 60103

E-Mail Address: @gmail.com

Primary Contact for Project: Manny Rafidia

Cell Phone Number and/or Home Number: 847-

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

Number of Years in Business: 40+ Number of Years in Bartlett: 5

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

Studio 23 Architects Mark Siwk (630) 817-5822

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

Property Information:

Project Property Location/Address: 164 Bartlett Plz, Bartlett, IL 60103

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

Other (explain)

Number of Businesses on Site: Property Owner & Mila's @ 128 Bartlett Plz

Names of Other Businesses on Site: Property Owner MMAJ, LLC & Mila's

Size of Building (dimensions or total square feet) Property 86,174 SF/164 space 1,200 SF

Stories in building: 1 Parking spaces on property: 530

Last Real Estate Taxes Paid: 2021

Property Tax Index Number(s) (PIN): 06-35-317-042-0000 & 06-35-318-047-0000

County: Cook DuPage Kane

Project Information:

Total Anticipated Project Cost: \$ 167,730

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

Demo existing conditions, construct 2 new ADA compliant restrooms, kitchen, dinning area, new equipment, separated gaming area, per permit drawings dated 2/27/23. New facade signage.

If approved, estimated project completion date: May 2023

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

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

March 15, 2023
Date

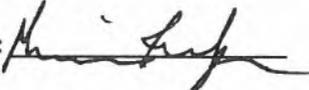


Return this completed application with attachments to:
Tony Fradin, Economic Development Coordinator
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103

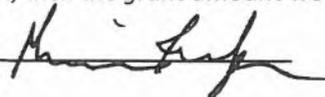
BEDA PROGRAM APPLICATION ADDENDUM:

Name: Manny Rafidia Date: July 5, 2023 Business: MMR10, Inc. d/b/a Yummy Poke

I acknowledge that the project is 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.

Signature:  Date: 7/5/2023

I acknowledge 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.

Signature:  Date: 7/5/2023

FOR INTERNAL USE ONLY

- | | | |
|---|---|---------------------|
| 1. Applicant Completed Background Check: | <input checked="" type="checkbox"/> Y/N | Initials: <u>SA</u> |
| 2. Applicant Signed Clawback Agreement: | <input type="checkbox"/> Y/N | Initials: _____ |
| 3. Applicant is current on all payments to the village: | <input checked="" type="checkbox"/> Y/N | Initials: <u>MC</u> |
| 4. Applicant has a valid Business License: BL #: <u>23-40</u> | <input checked="" type="checkbox"/> Y/N | Initials: <u>SA</u> |
| 5. Applicant has provided a copy of a lease (if renting) | <input checked="" type="checkbox"/> Y/N | Initials: <u>SA</u> |



Build-Out Expenses for Yummy Poke
164 Bartlett Plz, Bartlett, IL 60103

<u>Description</u>	<u>Amount</u>
Architectural Fees	3,000
Demolition	14,800
Framing/Drywall	12,300
Plumbing (labor/fixtures)	25,200
Electrical	18,400
Ceiling & Lighting	9,800
Flooring & Finishes	10,500
Painting	7,000
Counters/Granite	9,900
Sprinkler	5,100
Signage	5,000
Equipment Purchases	33,730
Seating (tables/chairs)	3,000
Initial Inventory	10,000
Total	167,730



First Home Improvement Inc.
d/b/a: 1st Home Improvement
357 W. Northwest Hwy
Palatine, IL 60067
Office: 847-496-5530
Fax: 847-221-8551
Email: info@FHIGC.com
IL Lic #: 104.017796

March 23, 2023

Yummy Poke
164 Bartlet Plaza
Bartlet IL 60103

Description of Work:

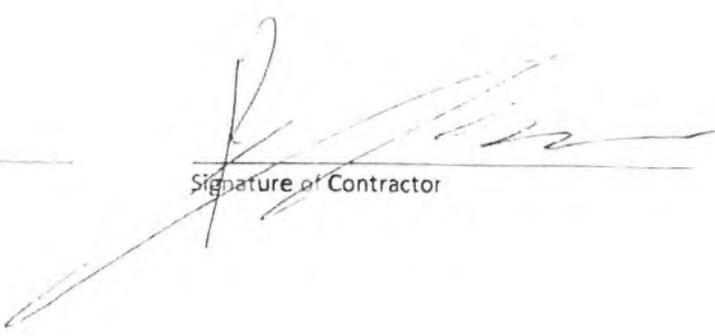
We propose to complete the following work at the above address including labor & Material:

1.) Demolition the Interior space & hauling away	\$14,800
2.) Framing & drywall – 50 drywall boards 4'x8'	\$12,300
3.) Tapping drywall & painting	\$17,500
4.) Commercial Vinyl Flooring	\$ 9,000

	\$53,600

All work will be completed in a professional workmanship.

Signature of Owner



Signature of Contractor

Follow us @facebook.com/firsthomeimprovementinc
Website: www.FHIGC.com

6641 Valley View Rd
Hanover Park, IL, 60133
224-735-1986
mckconstructionllc@gmail.com

mck construction

Estimate

For: Yummy Poke
crmadison@gmail.com
164 Bartlett Plz
Bartlett, IL, 60103-4234
(847) 921-9200

Estimate No: 19
Date: 03/31/2023

Description	Quantity	Rate	Amount
electrical work furnish labor and material for the electrical work -rough electrical include labor and material -exit and em's included labor and material - ceiling lights included light fixtures -low voltage pipes not include the wires (wires by others) - finish trim (receptacles, switches, covers) included labor and material note1: all the electrical work will do following the approved blue print by the Bartlett village	1	\$28,200.00	\$28,200.00
	Subtotal		\$28,200.00
	TAX 0%		\$0.00
	Total		\$28,200.00
Total			\$28,200.00



MMAJ, LLC

Proposal for Services

P.O. Box 338
Itasca, IL 60143

March 31, 2023

Attn: Manny

PH: 847-921-9200

Job: Yummy Poke
164 Bartlett Plz
Bartlett, IL 60103

Hall and One Services, agrees to furnish materials and supply labor for the following:

1. Underground plumbing
2. 35-gallon grease trap
3. 65-gallon hot water heater
4. 2 restroom toilet sinks and 1 urinal
5. 2 hand washing sinks
6. 2 triple compartment sinks
7. All necessary final trimming for kitchen restaurant

Total Project Cost: \$25,200.00

Thank You

Patrick Hall



3-31-2023

Yummy Gourmet (streets of Bartlett Plaza) Signage proposal

1. Led Channel (front-lit) w/ UV print on wireway (UL) installed and one year warranty
2. Interior neon sign
3. Storefront vinyl hours
4. Storefront signage permit

Total package cost \$5000



NEONARTCHICAGO@GMAIL.COM
WWW.NEONARTCHICAGO.COM



(847)508-9907
(773)588-5883



4752 N AVERS AVE
CHICAGO, IL 60625

Limestone Innovations, Corp.
5738 W. 26th St.
Cicero IL 60804
(630) 313-0467

Proposal

PROPOSAL NO: 21853
DATE: March 29, 2023

Proposal Submitted To:

Yummy Poke
crm@madison@gmail.com

Cell: (847) 921-9200

Project Location:

164 Bartlett
Bartlett IL 60103

DESCRIPTION OF WORK:
We will furnish and install all granite for kitchen and restroom countertops, per the permit drawings.

We hereby propose to furnish labor and materials – complete in accordance with the above specifications, for the sum of:

Nine Thousand Nine Hundred Dollars (\$9,900.00) with payment to be made as follows:

50% to be paid upon acceptance of Proposal. Balance to be paid upon completion.

Work to be completed within 30 days after execution of the acceptance of the Proposal.

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra work, will be executed only upon extra orders, and will become an extra charge over and above the estimate.



Daly Fire Protection

Daly Fire Protection LLC
12519 E. Navajo Drive
Palos Heights, IL 60463
P: 312-619-3790

To: Manny Rafidia
MMAJ
PO Box 315
Itasca, IL 60143

Service Address: 164 Bartlett
Bartlett, IL
Yummy Poke

We propose to furnish and install necessary sprinkler modifications required per the working drawings approved by the Village of Bartlett.

Replace 15 sprinkler heads and switch from recessed to up-right position.

We propose to complete the work for the sum of \$5,100.00 with down payment due upon commencing work of fifty percent.

Dan Daly

Shipping & Billing

Review & Payment

Order Confirmation

Review & Payment

Important Information about your Delivery!

Your order will be delivered curbside on a full size 18 wheeler.

[View Details & Options](#)

You are responsible for: Bringing the shipment into your location and noting damaged or missing items on the carrier's delivery receipt

Enter payment info to complete your order

[Enter Card >](#)

Billing Address

M. Rafidia
Munir Rafidia

United States
(847) 921-9200

[Edit Billing Address](#)

Shipping Address

MANNY RAFIDIA
PIZZA PAVIA
6 N. ELMHURST ROAD
SUITE A
Prospect Heights, IL 60070-1558
United States
(847) 921-9200

[Edit Shipping Address](#)

Ship to Multiple Addresses

Note: Shipping to multiple addresses will duplicate your order.

[Ship to multiple addresses](#)



Lancaster Table & Seating 30" Square Antique Walnut Solid Wood Live Edge Bar Height Table with 4 Bar Chairs

QTY:

Qty: 5
\$819.00

Avantco A-49R-HC 54" Solid Door Reach-In Refrigerator



plus Free Shipping [Ships via Common Carrier](#)

QTY:
Qty: 2
\$2,299.00

Hamilton Beach 990176701 Replacement Non-Stick Pot for 37590 90 Cup Rice Cooker



plus [Special Order](#)

QTY:
Qty: 2
\$196.49

Regency 70" 16-Gauge Stainless Steel Three Compartment Commercial Sink with Stainless Steel Legs, Cross Bracing, and 2 Drainboards - 14" x 16" x 12" Bowls



[Ships via Common Carrier](#)

QTY:
Qty: 1
\$729.00

Avantco A-49F-HC 54" Solid Door Reach-In Freezer



plus Free Shipping [Ships via Common Carrier](#)

QTY:
Qty: 2
\$2,549.00

Regency 24" x 72" NSF Chrome 4-Shelf Kit with 74" Posts



plus

QTY:
Qty: 3
\$188.49

Regency Replacement 5" Polyurethane Shelving Stem Caster with Brake



plus

QTY:
Qty: 12
\$10.49

Avantco GDC-23-HC 28 3/8" Black Swing Glass Door Merchandiser Refrigerator with LED Lighting



plus Free Shipping [Ships via Common Carrier](#)

QTY:
Qty: 1
\$1,349.00



Regency 17" x 15" Wall Mounted Hand Sink with Gooseneck Faucet and Side Splash

plus Free Shipping

QTY:
Qty: 2

\$116.99



Avantco APT-71-HC 71" 3 Door Refrigerated Sandwich Prep Table

plus Free Shipping [Ships via Common Carrier](#)

QTY:
Qty: 1

\$2,199.00



Avantco UBB-72G-HC 73" Black Counter Height Narrow Glass Door Back Bar Refrigerator with LED Lighting

plus Free Shipping [Ships via Common Carrier](#)

QTY:
Qty: 1

\$2,199.00



Beverage-Air SPE72HC-30-S 72" Stainless Steel Refrigerated Salad Bar / Cold Food Table

plus Free Shipping [Ships via Common Carrier](#)

QTY:
Qty: 2

\$5,534.00



Hamilton Beach 37590 90 Cup (45 Cup Raw) Rice Cooker - 240V

plus Free Shipping

QTY:
Qty: 2

\$408.49



Save \$375.92 on shipping today with our new WebstaurantPlus shipping subscription!

First month free
~~\$99.00~~ value

Subtotal

\$33,470.29

Shipping & Handling ⓘ

\$1,079.15: Common Carrier w/ Liftgate

FREE Call Before Delivery ⓘ

Tax ⓘ

\$3,282.20

Using a Freight Forwarder? 



Total (USD)

\$37,831.64

Payment Method

[Change Payment Method](#)

Credit Card

Use Saved Credit Card

Add Card

By placing your order, you agree to WebstaurantStore's [conditions of use](#)

Use Our Live Chat

Mon - Thur: 5am - 12am EST
Fri: 5am - 8pm EST
Sat & Sun: 9am - 4pm EST

 [Chat Now](#) [Online](#)



 [Ask a question](#)

 Have a question?
[Check out our FAQs](#)

Use this number when contacting
customer service about cart issues:

Your Cart ID: **RW66YM**



VILLAGE OF BARTLETT
ECONOMIC DEVELOPMENT COMMISSION MINUTES
April 10, 2023

6. YUMMY POKE BEDA APPLICATION

Mr. Fradin stated this BEDA application is from Manny Rafidia, the owner of the fully rehabilitated and reoccupied Streets of Bartlett shopping center, formerly known as Bartlett Plaza.

This particular application is for converting the sole vacant space, formerly a dentist office at 134 Bartlett Plaza, into a sales tax generating use – a restaurant called Yummy Poke. The business plan describes the new restaurant as a place where customers can select from a variety of sushi or vegetarian poke bowls with many options regarding the base, selection of vegetables, sushi, chicken, and other toppings.

There is not a comparable restaurant in the village, and this would make a nice addition to the shopping center, which already features a great variety of eating and drinking establishments.

There is a brief summary detailing the proposed expenditures for this project as well as the number of employees (4), hours of operation, and projected food, liquor, and gaming terminal revenues.

The attached application details \$167,730 worth of expenditures associated with converting this former office space into a modern, code-compliant eating and drinking establishment.

Because architectural fees (\$3,000), demolition (\$14,800), and inventory (\$10,000) are not BEDA-eligible expenses, staff has determined that the eligible amount for all other costs including plumbing, electrical, equipment, signage, and more amounts to \$145,670.

This includes:

- \$38,800 in eligible costs to 1st Home Improvement for framing, drywall, painting, and flooring
- \$28,200 to mck construction for electrical work
- \$25,200 to Hall and One for plumbing
- \$5,000 to Neon Art sign company
- \$9,900 to Limestone Innovations Corp. for countertops
- \$5,100 to Daly Fire Protection for sprinkler upgrades
- \$33,470 to Webstaurant for equipment

Staff is recommending a BEDA grant in the amount of \$35,000, or 24% of the build-out costs for this new restaurant.

This amount is comparable to two prior similar projects, the buildout of a former office into Indian Express restaurant (21%) and the buildout of the Bartlett Tap (26%). Staff is also accounting for other BEDA projects that we anticipate in the new fiscal year.



VILLAGE OF BARTLETT
ECONOMIC DEVELOPMENT COMMISSION MINUTES
April 10, 2023

Commissioner Erickson asked how many gaming terminals will they have. Also, will the net income of \$200,000 estimated be on par with other establishments?

Mr. Fradin stated the state maximum of 6.

Mr. Dienberg stated that he can check those numbers and get back to them.

Commissioner Gorski asked about the vendor selection for the project.

Mr. Rafidia stated he has been doing construction for over 40 years and currently he owns and operates about 12 shopping centers with 300 or more tenants. I am always making deals with these vendors and contractors and I am always working to get the best deal possible.

Commissioner Erickson asked the timeframe until the business is open.

Mr. Rafidia stated he's hoping 2 months or less, but it depends on the IGB's inspection. He also welcomed new Commissioner Densford, stating he is one of his tenants in the Streets of Bartlett.

Commissioner Suffern stated that at an Easter gathering yesterday, that people who have moved out of Bartlett were complimenting Mr. Rafidia's shopping center, as well as More Brewing.

Mr. Rafidia stated he does what he has done in his other shopping centers, and he always wants the centers 100% filled.

Commissioner Erickson moved to recommend a BEDA grant in the amount of \$35,000, or 24% of the build-out costs for this new restaurant. Seconded by Commissioner Suffern.

AYES: Commissioners Erickson, Gorski, Ohlson, Kubaszko, Lewensky, Suffern
NAYS: None
ABSTAIN: Commissioner Densford
ABSENT: Commissioner Perri

Mr. Skrycki took a moment to thank Mr. Rafidia for his part in landing the Aldi deal. It takes a lot of partners, both public and private, and Manny has been one of those private partners, and the village appreciates that.



Agenda Item Executive Summary

Item Name Ignite the Courage Committee
Class D Liquor License Application or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Attached for your consideration is an application from Ignite the Courage for a Class D Liquor License on August 11-12, 2023. The license will be used for their Smoke and Irons Music Festival located at 620 Stearns Rd.

ATTACHMENTS (PLEASE LIST)

Staff memo dated July 10, 2023
Liquor License Application
Proof of Insurance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the Class D Liquor License application submitted by Ignite the Courage for an event on August 11th -12th, 2023.

Staff: Samuel Hughes, Senior Management Analyst Date: 07/10/2023

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Senior Management Analyst
Date: July 10, 2023
Re: Ignite the Courage Class D liquor license application

Ignite the Courage has applied for a Class D liquor license for their Smoke and Irons Music Fest being held on August 11th -12th, 2023. The Class D liquor license allows for the retail sale of alcohol for a special event. The Smoke and Irons Music Fest will be located at the Apple Orchard Park off Stearns Road.

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

Motion

I move to approve the Class D Liquor License application submitted by Ignite the Courage for an event on August 11th -12th, 2023.



LQD-23-7

Liquor License Class D

Status: Active

Submitted On: 7/7/2023

Primary Location

620 W STEARNS RD

BARTLETT, IL 60103

Owner

BARTLETT PARK DISTRICT

Applicant

 Nick McLeod



nmcleod@ignitethecourage.org

 234 N. Oak Ave

Bartlett, IL 60103

Organization Information

Name of organization*

Ignite the Courage

Mailing address of organization*

234 N. Oak Ave

Organization Phone Number*



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*

08/11/2023

Last Date of Event*

08/12/2023

HOURS OF OPERATION:

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

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

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

Start time of event* ?

Friday, August 11th 4 pm; Saturday
August 12th 10:30 am

End time of event* ?

Friday, August 11th 10:30 pm; Saturday
August 12th 10:30 pm

Description of area to be utilized for the special event*

Apple Orchard Park

AFFIDAVIT

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

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

 Nicholas McLeod
Jul 7, 2023

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



Agenda Item Executive Summary

Item Name Hanover Township Committee
 Class D Liquor License Application or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Attached for your consideration is an application from Hanover Township for a Class D Liquor License on September 14, 2023. The license will be used for their Food Truck Festival located at 240 S. Route. 59.

ATTACHMENTS (PLEASE LIST)

Staff memo dated July 10, 2023
Liquor License Application
Proof of Insurance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the Class D Liquor License application submitted by Hanover Township for their Food Truck Festival on September 14, 2023.

Staff: Samuel Hughes, Senior Management Analyst Date: 07/10/ 2023

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Senior Management Analyst
Date: July 10, 2023
Re: Hanover Township Class D liquor license application

Hanover Township has submitted an application for a Class D liquor license for their annual food truck festival being held on Thursday, September 14, 2023. The Class D liquor license allows for the retail sale of alcohol for a special event.

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

Motion

I move to approve the Class D Liquor License application submitted by Hanover Township for their Food Truck Festival on September 14, 2023.



LQD-23-6

Liquor License Class D

Status: Active

Submitted On: 6/7/2023

Primary Location

240 S ROUTE 59
BARTLETT, IL 60103

Owner

HANOVER TOWNSHIP
SENIOR CENTER
Illinois Route 59 240 S IL
ROUTE 59 BARTLETT, IL
60103-1648

Applicant

Kristin Vana
 +1 630-837-0301
 kvana@hanover-
township.org
 250 S. IL Route 59
Kristin Vana
Bartlett, IL 60103

Organization Information

Name of organization*

Hanover Township

Mailing address of organization*

250 S. IL Route 59 Bartlett, IL 60103

Organization Phone Number*

630-837-0301

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

*

No

Start Date of Event*

09/14/2023

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*

5:00 PM

End time of event*

8:30 PM

Description of area to be utilized for the special event*

Outside Parking Lot of Hanover Township Senior Center

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*

Kristin Vana
Jun 7, 2023

I hereby certify that as the applicant, I* have the president's authorization to submit this application on their behalf.



Agenda Item Executive Summary

A RESOLUTION WAIVING ADVERTISING FOR BIDS AND APPROVING THE PURCHASE OF ONE POLICE VEHICLE FROM MORROW BROTHERS FORD, INC.

Item Name	BROTHERS FORD, INC.	Committee or Board	Board
-----------	---------------------	--------------------	-------

BUDGET IMPACT

Amount: \$41,975.00 Budgeted FYE 23/24 - \$45,000.00

List what fund

Capital Outlay Approved Item Funded Out of the Vehicle Replacement Fund

EXECUTIVE SUMMARY

The police department is requesting authorization to waive advertising for bids and approving the purchase of one (1) 2023 Ford Utility Police Interceptor Vehicle from Morrow Brothers Ford, Inc. in Greenfield, Illinois. This vehicle would be purchased to maintain our fleet vehicle coverage for the directed patrol team. There is currently a delay of approximately 10-12 months to purchase and receive vehicles from Currie Motors through the Suburban Purchasing Cooperative Contract. Currie Motors is also not taking new orders to purchase vehicles at this time. This vehicle is currently in stock and ready for pick-up at Morrow Brothers Ford, Inc.

This vehicle would replace one (1) Ford Interceptor Utility Police Vehicle in the FYE 23/24 budget. The total price to purchase this vehicle is \$41,975.00, which is \$3,025.00 under the FYE 23/24 budget.

ATTACHMENTS (PLEASE LIST)

Police Department Memo

Resolution

Morrow Brothers Ford, Inc. Quote

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance

X MOTION: I move to approve Ordinance 2023 - _____, A RESOLUTION WAIVING ADVERTISING FOR BIDS AND APPROVING THE PURCHASE OF ONE POLICE VEHICLE FROM MORROW BROTHERS FORD, INC.

Staff: Geoffrey Pretkelis, Chief of Police

Date: July 6, 2023

Greg Milos, Support Services Sergeant

POLICE DEPARTMENT MEMORANDUM
23-29

DATE: July 18, 2023

TO: Paula Schumacher, Village Administrator

FROM: Geoffrey Pretkelis, Chief of Police

RE: FYE 2023/2024 purchase of one (1) Ford Interceptor Utility Police Vehicle for the Directed Patrol Division

Due to shipping and delivery constraints, the waiver for bidding was placed to allow our police department patrol division to maintain fleet vehicle coverage. Morrow Brothers Ford, Inc. has an abundance of 2023 Ford Police Interceptor Utilities in stock.

This vehicle would replace one Ford Utility Police Interceptor. The price to replace this vehicle is \$41,975.00 and would be taken from the Vehicle Replacement Fund. This vehicle would be purchased to maintain our fleet vehicle coverage for the directed patrol division. The car is in stock and ready for pick-up at Morrow Brothers Ford, Inc. Police staff recommends waiving bids and purchasing the new vehicle through Morrow Brothers Ford, Inc.

MOTION: I move to approve Resolution 2023-____, A resolution approving the purchase of one (1) Ford Interceptor Utility Police Vehicle for the Directed Patrol Division.

RESOLUTION 2023 - _____

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

WHEREAS, the Village of Bartlett (“Village”) Police Department has an immediate need for the purchase of an additional police patrol vehicle to provide effective police protection to the Village and its residents; and

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

WHEREAS, the Village has received a quote from Morrow Brothers Ford, Inc., attached hereto as Exhibit A, providing the price and availability of a 2023 Ford Police Interceptor Utility Vehicle (“*Morrow Brothers*”), indicating that the vehicle is currently in stock with no delay between purchase and receipt; and

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

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

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

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

Section 2. Approval; Authorization. The Village Board of Trustees hereby authorizes the Village Administrator to take all actions and execute any necessary documents to complete the purchase of one (1) 2023 Ford Police Interceptor Vehicle from Morrow Brothers in the amount of \$41,975.00, as more fully set forth in Exhibit A.

Section 3. Waiver of Competitive Bidding. To the extent any competitive bidding requirements apply to the purchase of the Morrow Brothers vehicle 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 July 18, 2023, and approved on July 18, 2023, as the same appears from the official records of the Village of Bartlett

Lorna Giles, Village Clerk



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

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

May 9, 2023

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

We propose the following for your consideration.

1-New 2023 Ford Police Interceptor Utility AWD

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

Illinois Government Price \$41,975.00* Each

X 1

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

Thank you,

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

Customer Acceptance:

Date of Acceptance:

JULY 5, 2023

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



Agenda Item Executive Summary

Item Name Oak Ave STP Resurfacing Project -
Engineering Services Award Committee or Board Board

BUDGET IMPACT

Amount: \$151,928

Budgeted

\$1,300,000 Total

List what
fund

MFT

EXECUTIVE SUMMARY

On June 16, 2023, Engineering staff posted a request for Statements of Interest on the Village website regarding engineering services for the Oak Avenue STP Resurfacing Project.

Statements of Interest (SOI) were due by 5:00 PM on Friday, June 30th, and the Village received four (4) SOIs from qualifying firms.

Staff reviewed the Statements of Interest and after careful consideration, requested a proposal from Chastain and Associates, LLC. out of Schaumburg, Illinois.

Chastain and Associates, LLC. is a well-known, reputable engineering consultant that has satisfactorily provided engineering services to the Village of Bartlett in the past.

RECOMMENDATION

Staff recommends entering into an Engineering Services Agreement between the Village of Bartlett and Chastain and Associates, LLC. for Phase I, II and III Engineering Services for the Oak Avenue STP Resurfacing Project.

ATTACHMENTS (PLEASE LIST)

Memo

Resolution

LPA Engineering Services Agreement

ACTION REQUESTED

For Discussion Only

✓ Resolution

Ordinance

✓ Motion: **MOVE TO APPROVE RESOLUTION # 2023-____-R, A RESOLUTION APPROVING OF AN ENGINEERING SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CHASTAIN AND ASSOCIATES, LLC. FOR PHASE I, II, AND III ENGINEERING FOR THE OAK AVENUE STP RESURFACING PROJECT.**

Staff: Nick Talarico, Civil Engineer

Date: 7/10/2023

Memo

To: Paula Schumacher, Village Administrator
From: Nick Talarico, Civil Engineer
Subject: **Oak Ave STP Resurfacing Project – Engineering Services Award**
Date: July 10, 2023

On June 16, 2023, Engineering staff posted a request for Statements of Interest on the Village website regarding engineering services for the Oak Avenue STP Resurfacing Project. Statements of Interest (SOI) were due by 5:00 PM on Friday, June 30th, and the Village received four (4) SOIs from qualifying firms.

The services requested include Phase 1 (preliminary), Phase 2 (design), and Phase 3 (construction) engineering for the stretch of Oak Avenue between Lake Street and the train tracks. As part of Phase I engineering, the consultant will be securing federal funds to use for construction. Since these federal funds have not yet been secured, the attached contract is for Phase I and Phase II engineering only. Once federal funds have been secured, the Village will enter into a contract for Phase III engineering. In order to use Motor Fuel Tax dollars for the cost of engineering, the firm had to be selected using a Qualifications Based Selection (QBS) Process.

Staff reviewed the Statements of Interest and scored each firm based on their technical approach, firm experience, staff expertise and capabilities, and past performance on similar projects. After careful consideration, staff requested a proposal from Chastain and Associates, LLC. The proposal and engineering agreement are attached for your review.

Chastain and Associated, LLC. is a well-known, reputable engineering consultant that has satisfactorily provided engineering services to the Village of Bartlett in the past.

RECOMMENDATION

Staff recommends entering into an Engineering Services Agreement between the Village of Bartlett and Chastain and Associates, LLC. for Phase I and Phase II Engineering Services for the Oak Avenue STP Resurfacing Project.

MOTION

I MOVE TO APPROVE RESOLUTION #2023-____-R, A RESOLUTION APPROVING OF AN ENGINEERING SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CHASTAIN AND ASSOCIATES, LLC. FOR PHASE I AND II ENGINEERING FOR THE OAK AVENUE STP RESURFACING PROJECT.

RESOLUTION 2023 - _____-R

**A RESOLUTION APPROVING OF AN ENGINEERING SERVICES AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT AND CHASTAIN AND ASSOCIATES, LLC.
FOR PHASE I AND II ENGINEERING FOR THE OAK AVENUE STP RESURFACING
PROJECT**

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

SECTION ONE: The Agreement dated July 18, 2023, between the Village of Bartlett and Chastain and Associates, 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 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 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: July 18, 2023

APPROVED: July 18, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____-R enacted on July 18, 2023 and approved on July 18, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Local Public Agency Engineering Services Agreement

Using Federal Funds? [] Yes [x] No Agreement For: MFT PE Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency: Bartlett County: Cook Section Number: Job Number: Project Number: Contact Name: Daniel Dinges Phone Number: (630) 837-0811 Email: ddinges@bartlett.il.gov

SECTION PROVISIONS

Local Street/Road Name: Oak Avenue Key Route: 2537 Length: 0.8 miles Structure Number:

Location Termini: Railroad Avenue to Lake Street Add Location Remove Location

Project Description: Phase I and II engineering for street resurfacing, pavement patching, sidewalk replacement and curb & gutter replacement

Engineering Funding: [x] MFT/TBP [] State [] Other Anticipated Construction Funding: [x] Federal [x] MFT/TBP [] State [] Other

AGREEMENT FOR

[x] Phase I - Preliminary Engineering [x] Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name: Chastain & Associates LLC Contact Name: Janice Pang Phone Number: (224) 659-0328 Email: jpang@chastainengineers.com Address: 120 W. Center Ct. City: Schaumburg State: IL Zip Code: 60195

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge: A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor: Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- EXHIBIT ___ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Percent

Lump Sum

Specific Rate

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act 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 service from the DEPARTMENT unless that 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 contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an 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 contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

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 actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or 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 (5) days after such conviction.
- (b) Establishing 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 to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; 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.
- (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.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Chastain & Associates LLC	370714576	\$83,016.00
Subconsultants		
Rubino Engineering, Inc.	800450719	\$3,988.00
Huff & Huff, Inc., a subsidiary of GZA, Inc.	36-3044842	\$14,763.00
Subconsultant Total		\$18,751.00
Prime Consultant Total		\$83,016.00
Total for all work		\$101,767.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type of Local Public Agency

By (Signature & Date)

By (Signature & Date)

Local Public Agency Local Public Agency Type Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name

By (Signature & Date)
 Digitally signed by Kevin Myers
Date: 2023.07.12 09:15:44
-05'00'

Title

By (Signature & Date)
 Digitally signed by Janice Pang
Date: 2023.07.12 09:04:39
-05'00'

Title

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Bartlett	Chastain & Associates LLC	Cook	

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

<p>SUMMARY SCOPE OF SERVICES</p> <p>Administration and Management – Services covered under this task includes administration of professional services, project start-up, IDOT kickoff meeting, STP local grant application preparation, coordination with Village of Bartlett, IDOT, MPO, internal team members, and QA/QC of project designs and submittal.</p> <p>Field Work – The work covered under this task includes</p> <ol style="list-style-type: none"> 1) Pre-design site visit with Village staff to develop an agreeable condition assessment expectation, project limits and addressing any unanticipated field conditions. 2) Complete condition assessments of village utility structures and existing condition of surface features, sidewalks, drive aprons, curb and gutter and ADA compliance. 3) Coordinate data collection with private utilities. 4) Complete pavement cores to confirm existing pavement structure and useful life condition. Pavement cores will be completed by subconsultant under contract with Chastain. 5) Complete spot surveys to verify or document existing conditions and potential issues. <p>Phase I Planning – Services covered under this task include project design, environmental coordination, and traffic studies along existing Oak Avenue from Lake Street to Railroad Avenue with pavement resurfacing and parkway improvements. Environmental survey request (ESR) will be prepared for the project. Wetland and special waste impact are not anticipated along existing Oak Avenue with resurfacing. IDOT kickoff meeting material and Project Design Report (PDR) will be prepared for the project corridor. Traffic studies for the Oak Avenue at Lake Street intersection, Oak Avenue at Bartlett Avenue intersection, and Oak Avenue at Railroad Avenue intersection are anticipated for the project. Existing sidewalks along Oak Avenue crossing sideroads will be evaluated for ADA compliance. ADA ramps will be upgraded as needed for sub-standard crossings. PDR plan will be prepared as part of the PDR submittal.</p> <p>Phase II Design – This task covers the development of improvement documents including plan-over-plan engineering improvements plan preparation, improvement details for curb and gutter and sidewalk replacements, ADA Ramp design details, typical sections and final striping details. Efforts will include preparation of project specifications, quantity calculations and development of probable cost at preliminary and final design stages. Work will include submittal of final PS&E documents for review/approval by the Village and IDOT. Bidding of the project is anticipated through the IDOT letting process once the project is approved for STP funding which Chastain will coordinate document submittal to IDOT. PS&E submittal is anticipated to include:</p> <ol style="list-style-type: none"> 1) Cover Sheet 2) General Notes 3) Summary of Quantities 4) Typical Selections 5) Plan and Profile Plan Sheets 6) Pavement Markings Plans 7) ADA Plans 8) Details
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Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Bartlett	Chastain & Associates LLC	Cook	

**EXHIBIT B
PROJECT SCHEDULE**

Project NTP - August 2023 IDOT Kick-Off Meeting - September 2023 Field Survey - September 2023 Environmental Clearance Coordination - September 2023 Phase I Project Documentation (Anticipate State Approved CE) - December 2023 Phase I Submittal & IDOT review & Concurrence - January / February 2024 Phase II Design Initiation - April 2024 Preliminary Plan Submittal (Bartlett Only) - June 2024 Pre-Final Plan Submittal (Bartlett and IDOT) - September 2024 Final Contract Document Submittal - November 2024 PS&E Submittal - November 2024

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Bartlett	Chastain & Associates LLC	Cook	

**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
Technical Approach	20%
Firm Experience	20%
Specialized Expertise	10%
Staff Capabilities (Prime/Sub)	20%
Past Performance on Similar Projects	30%

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

Top three consultants ranked for this project in order

1	Chastain and Associates, LLC.
2	Baxter and Woodman, Inc.
3	Civiltech Engineering, Inc.

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Bartlett	Chastain & Associates LLC	Cook	
16 LPA is a home rule community (Exempt from QBS).			<input checked="" type="checkbox"/> <input type="checkbox"/>



Local Public Agency Village of Bartlett	County Cook	Section Number
Prime Consultant (Firm) Name Chastain & Associates LLC	Prepared By J Pang	Date 7/11/2023
Consultant / Subconsultant Name Chastain & Associates LLC	Job Number	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	18 MONTHS	OVERHEAD RATE	144.71%
START DATE	8/1/2023	COMPLEXITY FACTOR	0
RAISE DATE	1/1/2024	% OF RAISE	2.00%
END DATE	1/31/2025		

ESCALATION PER YEAR

Year	First Date	Last Date	Months	Contract	% of Contract
0	8/1/2023	1/1/2024	5		27.78%
1	1/2/2024	1/1/2025	12		68.00%
2	1/2/2025	2/1/2025	1		5.78%

Local Public Agency

Village of Bartlett

County

Cook

Section Number

Consultant / Subconsultant Name

Chastain & Associates LLC

Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	4.5	\$65.00	\$292.50
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)	260	\$15.00	\$3,900.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
TOTAL DIRECT COSTS:				\$4,192.50



Local Public Agency **County** **Section Number**

Prime Consultant (Firm) Name **Prepared By** **Date**

Consultant / Subconsultant Name **Job Number**

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	4	MONTHS	OVERHEAD RATE	169.03%
START DATE	8/1/2023		COMPLEXITY FACTOR	
RAISE DATE	12/31/2023		% OF RAISE	2.00%
END DATE	11/30/2023			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	Contract	% of Contract
0	8/1/2023	11/30/2023	4	100.00%	

Local Public Agency

Bartlett, IL

County

DuPage

Section Number

Job Number

Q23.038g

Consultant / Subconsultant Name

Rubino Engineering, Inc.

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	3	\$65.00	\$195.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)	1	\$800.00	\$800.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Pavement Cores	In House Direct Pcost	8	\$230.00	\$1,840.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$2,835.00



Local Public Agency Village of Bartlett	County Cook	Section Number TBD
Prime Consultant (Firm) Name Chastain & Associates, LLC	Prepared By JJR-H&H/GZA	Date 7/11/2023
Consultant / Subconsultant Name Huff & huff, Inc., a subsidiary of GZA, Inc.	Job Number TBD	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Revision 2

PAYROLL ESCALATION TABLE

CONTRACT TERM START DATE RAISE DATE	MONTHS 18 8/1/2023 3/1/2024	OVERHEAD RATE COMPLEXITY FACTOR % OF RAISE	 190.00% 0 2.00%
END DATE	1/31/2025		

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	8/1/2023	3/1/2024	7	38.89%
1	3/2/2024	2/1/2025	11	62.33%

Local Public Agency	County	Section Number
Village of Bartlett	Cook	TBD
Consultant / Subconsultant Name		Job Number
Huff & huff, Inc., a subsidiary of GZA, Inc.		TBD

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.22%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$84.29	\$85.32
Associate Principal III	\$79.45	\$80.42
Associate Principal II	\$72.15	\$73.03
Associate Principal I	\$68.96	\$69.80
Senior Consultant II	\$78.93	\$79.89
Senior Consultant I	\$43.23	\$43.76
Senior Project Manager III	\$68.98	\$69.82
Senior Project Manager II	\$57.21	\$57.91
Senior Project Manager I	\$53.72	\$54.38
Senior Landscape Architect	\$59.54	\$60.27
Senior Planning PM	\$56.62	\$57.31
Senior Technical Specialist I	\$55.05	\$55.72
Senior Scientist PM II	\$57.08	\$57.78
Senior Technical Scientist	\$54.50	\$55.17
Scientist PM II	\$49.25	\$49.85
Scientist PM I	\$42.33	\$42.85
Assistant PM Scientist	\$37.61	\$38.07
Environmental Engineer PM II	\$59.99	\$60.72
Environmental Engineer PM I	\$45.82	\$46.38
Geotechnical Engineer PM I	\$48.28	\$48.87
Assistant PM Engineer I	\$43.04	\$43.57
Engineer II	\$30.26	\$30.63
Engineer I	\$33.19	\$33.60
Scientist SI	\$31.72	\$32.11
Technical Graphics Technician	\$25.96	\$26.28
Administrative Manager	\$48.89	\$49.49
Senior Administrative Assistant	\$34.50	\$34.92

Local Public Agency

Village of Bartlett

County

Cook

Section Number

TBD

Consultant / Subconsultant Name

Huff & huff, Inc., a subsidiary of GZA, Inc.

Job Number

TBD

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	130	\$0.66	\$85.15
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost	3	\$5.00	\$15.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost	1	\$3,255.00	\$3,255.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Database Search Corridor	Actual Cost	1	\$175.00	\$175.00
Photoionization Detector	Daily Rate	1	\$50.00	\$50.00
Field Kit - expendible Materials	Daily Rate	1	\$30.00	\$30.00
Aerials (1 mile) with database	Actual Cost	1	\$95.00	\$95.00
TOTAL DIRECT COSTS:				\$3,705.15

Local Public Agency

Village of Bartlett

County

Cook

Section Number

TBD

Consultant / Subconsultant Name

Huff & huff, Inc., a subsidiary of GZA, Inc.

Job Number

TBD

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE **190.00%**

COMPLEXITY FACTOR **0**

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Task 1: PESA	304	37.5	1,207	2,294	398		3,899	26.41%
Task 2: PSI/CCDD	3,401	53.5	1,715	3,259	566		5,540	37.53%
Task 3: Project Management	0	2	76	145	25		246	1.67%
Task 4: QAQC	0	6	425	808	140		1,373	9.30%
Subconsultant DL							\$0.00	
Direct Costs Total ==>	\$3,705.15	99	3,423	6,506	1,129	-	\$3,705.15	25.10%
TOTALS							14,763	100.00%

9,929

Local Public Agency

Village of Bartlett

County

Cook

Section Number

TBD

Consultant / Subconsultant Name

Huff & huff, Inc., a subsidiary of GZA, Inc.

Job Number

TBD

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Task 1: PESA			Task 2: PSI/CCDD			Task 3: Project Management			Task 4: QAQC					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	85.32	0.0																	
Associate Principal III	80.42	0.0																	
Associate Principal II	73.03	2.0	2.02%	1.48															
Associate Principal I	69.80	4.0	4.04%	2.82															
Senior Consultant II	79.89	0.0																	
Senior Consultant I	43.76	0.0																	
Senior Project Manager III	69.82	0.0																	
Senior Project Manager II	57.91	0.0																	
Senior Project Manager I	54.38	0.0																	
Senior Landscape Architect	60.27	0.0																	
Senior Planning PM	57.31	0.0																	
Senior Technical Specialist I	55.72	0.0																	
Senior Scientist PM II	57.78	0.0																	
Senior Technical Scientist	55.17	0.0																	
Scientist PM II	49.85	0.0																	
Scientist PM I	42.85	0.0																	
Assistant PM Scientist	38.07	6.0	6.06%	2.31	2	5.33%	2.03	2	3.74%	1.42	2	100.00%	38.07						
Environmental Engineer PM II	60.72	0.0																	
Environmental Engineer PM I	46.38	0.0																	
Geotechnical Engineer PM I	48.87	0.0																	
Assistant PM Engineer I	43.57	0.0																	
Engineer II	30.63	0.0																	
Engineer I	33.60	18.0	18.18%	6.11	9	24.00%	8.06	9	16.82%	5.65									
Scientist SI	32.11	59.0	59.60%	19.13	22	58.67%	18.84	37	69.16%	22.21									
Technical Graphics Technician	26.28	9.0	9.09%	2.39	4	10.67%	2.80	5	9.35%	2.46									
Administrative Manager	49.49	0.0																	
Senior Administrative Assistant	34.92	1.0	1.01%	0.35	0.5	1.33%	0.47	0.5	0.93%	0.33									
TOTALS		99.0	100%	\$34.59	37.5	100.00%	\$32.20	53.5	100%	\$32.06	2.0	100%	\$38.07	6.0	100%	\$70.88	0.0	0%	\$0.00

Memo

DATE: July 10, 2023

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Bittersweet Water Reclamation Facility Improvements
- Change Order #4

The reclamation facility improvements are well underway however, there have been several delays due to equipment delays that has impacted the completion date. We have been working with Joseph J. Henderson & Son (JJH), Inc. to look at ways to shorten the delays by utilizing temporary power to continue working on the various new buildings while we wait for the motor control centers that are delayed. We also have several smaller items that have come up during construction that required a change in the contract Change order #4 represents a total increase of \$263,909.77:

- The main increase is due to the temporary power to facilitate startups and turnover of equipment prior to the new equipment arriving. This allows us to reduce the time extension from 417 days to 267 days. Total Cost= \$148,554
- There are several other items that we encountered during construction that were needed and are described in Strand's change order document. Total for those changes = \$115,355.77

JJH included a time extension letter (attached) that explains the delays and the costs of the delays totaling \$140,772 without doing anything to shorten the delays. For an additional ~\$8,000 we are able to provide temporary power and start up the equipment while we wait for the motor control centers. This saves us 150 days of construction.

We recommend that the Village Board approve Change Order #4 with Joseph J. Henderson & Son, Inc.

MOTION: I move to approve Resolution 2023-_____, a Resolution Approving of Change Order #4 to the Contract Between Joseph J. Henderson & Son, Inc. and the Village of Bartlett for the Bittersweet Water Reclamation Facility Improvements for a \$263,909.77 Increase in the Original Contract Sum.



JOSEPH J. HENDERSON & SON, INC.
GENERAL CONTRACTOR
ESTABLISHED 1928

4288 Old Grand Avenue
Gurnee, IL 60031
PH: 847-244-3222
FX: 847-244-2490

Strand Associates
910 West Wingra Dr.
Madison, WI 53715

June 23, 2023

Attn: Mr. Phil Severson, P.E.

Project: Bittersweet Water Reclamation Facility Improvements
Village of Bartlett
Contract 1-2021

Subject: Time Extension Request. – Eaton Corp SWBD-95, CAT Generator

Mr. Severson,

Over the last few months, we have discussed the delivery date for SWBD 95 from Eaton Corporation has been delayed to approximately April 2024 due to major supply chain issues and material shortages. We also received a change order to provide a new CAT Generator that has also been delayed to March of 2024 due to the same major supply chain issues and material shortages. The cause is the result of an unavoidable and unanticipated delay, not the fault of and beyond the control of JJ Henderson or Morse Electric. See attached letter/email from our suppliers that identifies the delay.

Morse Electric did an extensive search for other switch gear manufacturers that meet the specification to see if they could improve on the delivery times and still meet the schedule. The other manufacturers had large increases in price and delivery was the same or worse depending on the submittal process. It was discussed and decided upon that the original approved gear was the best route to continue. See attached analysis.

All the new electric power for the project begins at and runs through SWBD-95. Electricity is distributed from the new switchboard to the new MCC's that power each new piece of equipment, system, and buildings in the plant. The first phase of the project cannot be started up without power that runs through SWBD-95. If received in April of 2024, startup and commissioning of the entire phase one work will take approximately 2 months plus the 6-8 months of work to follow. The latest schedule shows a substantial completion date of February 21, 2025, with final completion on July 8, 2025. With no changes to the contract sequencing of the work or any temporary measures a time extension of **417 calendar days** is requested. Direct costs to this unavoidable delay are the extension of Builder's Risk insurance and extended onsite costs for trailers, and partial supervision due to inefficiencies due to out of sequenced work. This totals **\$140,771.50** See attached breakdown.



JOSEPH J. HENDERSON & SON, INC.
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Gurnee, IL 60031
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FX: 847-244-2490

We have also discussed how we can circumvent the construction sequencing and operations of the plant by supplying temporary power and piping to facilitate startups and turnover of equipment of equipment without waiting for the permanent gear and power as per the contract documents. We also can then start work now instead of waiting for the April 2024 delivery to startup phase one work and then start phase two work. The following is what we have been able to come up with that will reduce the overall costs of the delay and the time required to complete the project.

Aeration Tank Train 2

Construction Sequencing requires that Aeration Train 1 using blowers B-95-01 and B-95-02 must be in service before Aeration Train 2 can be taken out of service. Without the SWGD-95 the new blowers cannot be installed. Aeration Train 2 work is 21 weeks or work. This work cannot be started until September of 2024 after the new gear, blowers and startup of Train 1 and the rest of the phase one work.

In addition, the Engineer has informed us that NRP-30-01 and Mixer M-30-03 are required to be in service for Aeration Train 1 to be put into service. Morse Electric has revised their temporary power plan to provide this power in the next few weeks. They will use the a 200A feeder from an existing disconnect feeding the City Maintenance Garage. The Maintenance Garage feeder will remain in service. The cost to provide this is **\$7,532**.

We have also found that in order to construct the new Anaerobic Zone 2A/2B tank the existing Excess Flow pipe needs to be removed. In order to remove this the new Excess Flow pipe to structure 55 will need to go into service. JJH will cut into the existing excess flow pipe just east of the channel that connects structure 15 and 17 and add a manhole with pipe directing any excess flow to the channel just prior to structure 17. This will allow the excess flow to move into the new excess flow pipe from 17 to 55. The cost for this work is **\$5,957**.

JJH proposes to use the existing blowers and add temporary air piping to run Aeration train 1 so Aeration train 2 can be taken out of service. This work would be able to start this year instead of 2024. This shift of work would cost **\$12,628**.

70-Aerobic Digesters Blower Building

Morse Electric conducted an investigation as how to provide temporary power to Building 70. New PP-70 can be feed with an existing spare 600A feeder breaker. PP-70 is rated at 800 Amps so the temporary feed will not run everything at once. We would be able to startup and run two of the three blowers which in turn would allow us to remove the three existing blowers from building 95. This would provide enough room to install all 3 new B-95-01, -02 and -03 blowers and the associated piping. This work can now be scheduled for the fall of 2023 instead of the fall of 2024. This also allows the startup of the tertiary filters and the UV equipment. We need to verify that the 600A service is enough to run two blowers and the UV equipment. If so, we would could startup the UV in the spring of 2024 instead of startup in the fall of 2024. Starting up the UV equipment will also allow the demolition/installation of building 90 and the demolition



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of the chloring contact tanks. This can also allow us to revise the flow of the entire plant to go through the UV so that the flow goes through the new final clarifiers to the UV structure and out to the stream. This allows the demolition of the intermediate pump station and new work/painting in structure 60. JJH also has added scaffolding per Morse. The cost to provide this is **\$23,066**.

25- Primary Sludge Pumping Building

Morse Electric investigated how to provide temporary power to Building 25. The new MCC-25 can be fed off a 200A breaker in existing MCC-2 and be used to provide 200 A service. This work will allow the startup of the Primary Clarifiers for train 1 and give us access to complete the Primary Clarifiers in Train 2. The cost to provide this is **\$6,954**.

15- Preliminary Treatment Building

Morse Electric investigated how to provide temporary power to Building 15. If temporary power to 70 is accepted one of the 200 A breaker in existing MCC-2 and be used to provide 200 A service to 15. This will allow the startup and running to the mechanical screen and grit collector. This will also allow the cutover of the 20" RW line and the demolition of the existing screen and structure. This is key to getting the work completed after the switchgear arrives in April 24 to test all SCADA and Controls. The cost to provide this is **\$9,172**.

95- Control Building

Morse Electric investigated how to provide temporary power to Building 95. If temporary power to 70 is accepted one of the 200 A breaker in existing MCC-2 and be used to provide 200 A service to 95. This will be for startup purposes only and running minor loads under 100 A. The cost to provide this is **\$9,083**.

The attached revised Project Schedule shows that with accepting these proposed changes it will provide a substantial savings in time A time extension of **267 calendar days** to both the substantial and final completion is requested. The revised schedule has a September 24, 2024 Substantial completion date and final completion on February 6, 2025. This also shortens the required Builder's risk policy and direct cost durations to the contract from \$132,760 to **\$73,985**.



JOSEPH J. HENDERSON & SON, INC.
GENERAL CONTRACTOR
ESTABLISHED 1928

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To summarize:

Builders Risk/Direct cost	\$140,772	\$ 73,985
Temporary Air to 30		\$ 12,628
Temporary Electrical		\$ 55,984
Temporary EF MH @ 15		\$ 5,957
	<hr/>	<hr/>
	\$140,772	\$148,554

Time Extension	417 Cal days	267 Cal days
Substantial Completion	February 21, 2025	September 24, 2024
Final Completion	July 9, 2025	February 6, 2025

Thank you,

William Marshalla

William Marshalla
Director of Operations
Joseph J. Henderson & Son, Inc.
PH: 847-244-3222 FX: 847-244-957



Powering Business Worldwide

Eaton Corporation
W126N7250 Flint Dr.
53051

10/13/2022

Project: Revere PO# S4596998
Eaton GO#LCG0029475

Subject: Electrical Distribution Gear

Due to circumstances related to the global COVID-19 pandemic, unprecedented demand, and disruption in the supply chain for electronics, basic raw goods, and commodities like copper, resins, and plastics, Eaton continues to experience abnormally extended lead-times. While we are working diligently to offset these shortages and find alternative sources for key materials, we are still in a backlog situation with many of our products such as the breakers and components incorporated in the switchboard on this project.

The plant is continuing to review material availability and will make all efforts possible to maintain our delivery schedule, but please be aware unforeseen circumstances can and will occur.

Please stay in touch with Eaton and Revere on any new information that may become available for any changes to committed shipment dates.

We apologize for the delay and appreciate your continued business with us.

If you have any further questions or comments, please do not hesitate to reach out at any time.

Sincerely,

Michael Frunza

Michael Frunza

Lead Sales Engineer – Madison, WI
North American Sales, [Eaton](#)
Mobile: 262-232-3486
Email: MichaelFrunza@eaton.com

Manufacturer	Manufacturing Lead Time - After Approval	Drawings
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SIEMENS (remote mtd. ATS)	61 WKS	4-6 WKS
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SQ D	75WKS	4-6 WKS
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PDE (3rd. party) (remote mtd. ATS)	52 WKS	4-6 WKS
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ABB/GE	265 bus.days	4-6 WKS
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CHICAGO SWBD (3rd. Party)(remote mounted ATS)	52 - 62 WKS	4-6 WKS
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EATON Alternate Proposal. (from Alt. Plant)	SWGR by JUNE 23	4-6wks
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COST ADDER	Comments
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\$210,053 There would be additional costs to relocate conduits that have been installed per EATON layout. There would also be added labor for remote ATS

\$185,892.00 There would be additional costs to relocate conduits that have been installed per EATON layout

\$224,371 There would be additional costs to relocate conduits that have been installed per EATON layout. There would also be added labor for remote ATS

\$194,075 There would be additional costs to relocate conduits that have been installed per EATON layout

\$120,020 This would require a remote mtd ATS and there would be additional costs to relocate conduits that have been installed per EATON layout. There would also be added labor for remote mtd. ATS

\$96,512 The ATS controller is no less than 52weeks lead time. The SWGR could be energized but there would only be Manual Transfer Switch until the ATS Controller is delivered.

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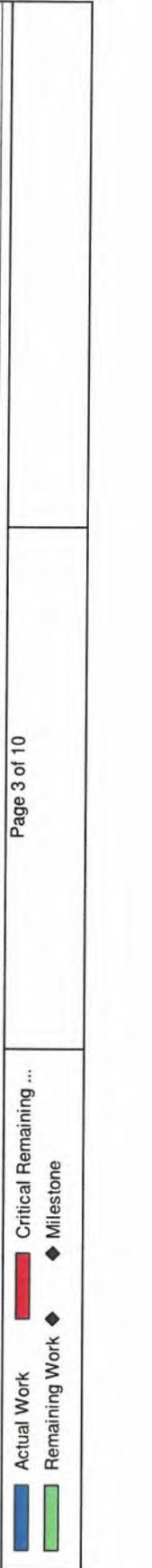
Activity ID	Activity Name	Activity Type	Early Start	Early Finish	Late Start	Late Finish	Actual	Planned
MILESTONES								
NPI000	Notice to Proceed		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SUBMITTALS								
SU031100	Submit/Approve/Deliver Concrete Formwork (03.11.00)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU032000	Submit/Approve/Deliver Concrete Reinforcing (03.20.00)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU033000	Submit/Approve/Deliver Concrete Placement (03.30.00)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU034100	Submit/Approve/Deliver Structural Precast (03.41.10)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU042000	Submit/Approve/Deliver Unit Masonry (04.20.00)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU050000	Submit/Approve/Deliver Metal Fabrications (05.00.00)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU055010	Submit/Approve/Deliver Shop Gables (05.50.10)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU056114	Submit/Approve/Deliver Fiberglass Waka and Baffles (06.61.14)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU061100	Submit/Approve/Deliver Doors and Frames (06.11.00)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU063000	Submit/Approve/Deliver Single-Ply Roofing (07.53.00)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU091000	Submit/Approve/Deliver Aluminum Flat Panel Covey System (13.34.23)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU220000	Submit/Approve/Deliver Pumping Equipment (22.30.00)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU227423	Submit/Approve/Deliver Packaged Outdoor Heating MAU (23.74.23)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU260500	Submit/Approve/Deliver General Electrical Requirements (26.05.00)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU260543	Submit/Approve/Deliver Underground Concrete Duct Banks (26.05.43)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU312000	Submit/Approve/Deliver Excavation, Fill, Backfill, Grading (31.20.00)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU432413	Submit/Approve/Deliver Nitrate Recycle Pumps (43.24.13)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU462322	Submit/Approve/Deliver Grit Pump (46.23.22)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU464123	Submit/Approve/Deliver Screeners (46.41.23)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU465146	Submit/Approve/Deliver Aeration Equipment (46.51.46)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU332116	Submit/Approve/Deliver Fuel Gas Distribution Utilities (33.21.16)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU432510	Submit/Approve/Deliver Submersible Pumps (43.25.10)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU462111	Submit/Approve/Deliver Mechanically Cleaned Screens (46.21.11)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU462103	Submit/Approve/Deliver Grit Washers (46.21.03)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU468141	Submit/Approve/Deliver Tertiary Disc Filters (46.81.41)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU465556	Submit/Approve/Deliver UV Disinfection System (46.55.56)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU465556	Submit/Approve/Deliver Steel Side Gates (40.05.59.23)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU464322	Submit/Approve/Deliver Final Clarifier Collectors (46.43.22)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU462100	Submit/Approve/Deliver Chem Phosphorus Removal Equip (46.21.00)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU462100	Submit/Approve/Deliver Screenings Wash Presses (46.21.00)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU462100	Submit/Approve/Deliver Primary Clarifier Collectors (46.21.00)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU462100	Submit/Approve/Deliver Rotary Helical Screw Blowers (46.21.00)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU462100	Submit/Approve/Deliver Grit Collector (46.21.00)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU034113	Submit/Approve/Deliver Precast Hollow Core Planks (03.41.13)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU096816	Submit/Approve/Deliver Fiberglass Reinforced Chem Tanks (09.68.16)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU141000	Submit/Approve/Deliver Fiberglass Reinforced Chem Tanks (14.10.00)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU466170	Submit/Approve/Deliver Plant Water (P/W) (46.61.70)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU402311	Submit/Approve/Deliver Wall Pans (40.23.11)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU400555	Submit/Approve/Deliver Stainless Steel Gate Embeds (40.05.59.23)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU055200	Submit/Approve/Deliver Metal Railings (05.52.00)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU055300	Submit/Approve/Deliver Grating, Floor Plates, and Floor Plank (05.53.00)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU262318	Submit/Approve/Deliver Standby Power System (26.23.18)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU260900	Submit/Approve/Deliver Controls and Instrumentation (26.09.00)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU262419	Submit/Approve/Deliver MCC-3 & MCC-05 (26.24.19)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU262419	Submit/Approve/Deliver Hot Mix Asphalt Paving (32.11.26)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU262419	Submit/Approve/Deliver Fire Alarm System (26.46.00)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU033219	Submit/Approve/Deliver Fire Alarm System (03.32.19)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU033219	Submit/Approve/Deliver Seeding and Sodding (32.02.19)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU033219	Submit/Approve/Deliver Overhead Ceiling Doors (08.33.23)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU262419	Submit/Approve/Deliver MCC-15 (26.24.19)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU262419	Submit/Approve/Deliver MCC-25 (26.24.19)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU262419	Submit/Approve/Deliver MCC-40 (26.24.19)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SU262419	Submit/Approve/Deliver SWBD-05		05-23-23	05-23-23	05-23-23	05-23-23	100%	
PC7530	Submittals Complete		05-23-23	05-23-23	05-23-23	05-23-23	0%	
SITE WORK								
SITE1000	Utility Locates (U/L/L/L/E)		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SITE1780	Mobility		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SITE2000	Demolition Mitigation Reactors		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SITE2500	Demolition Existing Pavement		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SITE4500	Prep Site at New Paving		05-23-23	05-23-23	05-23-23	05-23-23	100%	
SITE4500	Site Concrete		05-23-23	05-23-23	05-23-23	05-23-23	100%	

Actual Work █ Critical Remaining ... █
 Remaining Work █ Milestone ◆

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Activity ID	Activity Name	Actual %	Original %	Early Start	Early Finish	Late Start	Late Finish	Days
6534AER	Existing Aerobic Digesters 3 & 4 Owner Take Out of Service (65)	0%	5	01-14-23	07-12-23	02-04-23	05-09-23	-106
6534BER	Demolition/Removal Aerobic Dig 3 & 4 (65)	0%	5	01-14-23	07-12-23	02-04-23	05-09-23	-106
6534CER	Site Piping Connections to Structure (65)	0%	35	01-14-23	08-30-23	02-10-23	03-30-23	-106
6534DER	Site Electric/Control/SCADA Connections to Structure (65)	0%	40	01-14-23	09-06-23	02-10-23	04-06-23	-106
6534EER	Install Piping Devices/Appearance (65)	0%	15	01-14-23	08-09-23	02-17-23	03-09-23	-108
6534FER	Install Grating/Falling (65)	0%	10	01-14-23	08-09-23	02-17-23	03-09-23	-108
6534GER	Install Fine Bubble System (65)	0%	15	01-14-23	08-09-23	02-17-23	03-09-23	-108
6534HER	Install Electrical/Control Devices (65)	0%	10	01-14-23	08-09-23	02-17-23	03-09-23	-108
6534IER	Install Electrical/Control Devices (65)	0%	10	01-14-23	08-09-23	02-17-23	03-09-23	-108
6534JER	Aerobic Digesters 3 & 4 Start-up Testing (65)	0%	5	08-30-23	09-06-23	03-31-23	04-06-23	-108
AEROBIC DIGESTERS 1 & 2 (65)								
6512AER	Existing Aerobic Digesters 1 & 2 Owner Take Out of Service (65)	0%	5	09-26-23	09-26-23	04-07-23	04-07-23	-109
6512BER	Demolition/Removal Aerobic Dig 1 & 2 (65)	0%	5	09-26-23	09-26-23	04-10-23	04-14-23	-109
6512CER	Site Piping Connections to Structure (65)	0%	35	09-27-23	10-26-23	04-10-23	05-26-23	-109
6512DER	Site Electric/Control/SCADA Connections to Structure (65)	0%	40	09-27-23	11-02-23	04-10-23	06-02-23	-109
6512EER	Install Piping Devices/Appearance (65)	0%	10	09-14-23	09-28-23	04-17-23	04-29-23	-108
6512FER	Install Supports and Covers (65)	0%	5	09-28-23	10-05-23	04-17-23	05-05-23	-108
6512GER	Install Grating/Falling/Starts (65)	0%	5	09-28-23	10-05-23	05-08-23	05-12-23	-103
6512HER	Install Electrical/Control Devices (65)	0%	15	10-05-23	10-26-23	05-15-23	05-26-23	-103
6512IER	Install Fine Bubble System (65)	0%	15	10-05-23	10-26-23	05-08-23	05-26-23	-106
6512JER	Aerobic Digesters 1 & 2 Start-up Testing (65)	0%	5	10-26-23	11-02-23	05-29-23	06-05-23	-106
CONTROL BUILDING (95)								
95CTALB	Electrical Equipment Install (SWBD-95 & Appearances) (95)	0%	15	04-12-24	05-03-24	02-20-23	03-10-23	-299
95CTALC	Control Building Existing Transformer (95)	0%	60	05-03-24	07-26-24	03-13-23	05-07-23	-299
95CTALD	Demolition/Removal Owner Take Out of Service (95)	0%	5	07-26-24	08-02-24	06-05-23	06-09-23	-299
95CTALE	Demolition/Removal at Blowers 3,4,5 (95)	0%	3	08-02-24	08-07-24	06-12-23	06-14-23	-299
95CTALF	Install Blowers B-95-01 & B-95-02 (95)	0%	7	08-07-24	08-16-24	06-15-23	06-23-23	-297
95CTALG	Install HVAC System (95)	0%	5	08-07-24	08-14-24	06-20-23	07-14-23	-299
95CTALH	Install Electrical/Upgrade/Control/SCADA Devices at B-95-01 (95)	0%	15	08-16-24	09-06-24	06-26-23	07-07-23	-299
95CTALI	Install Electrical/Upgrade/Control/SCADA Devices at B-95-02 (95)	0%	15	08-16-24	09-06-24	06-26-23	07-07-23	-299
95CTALJ	Install Blower Piping B-95-01 & B-95-02 (95)	0%	5	09-06-24	09-13-24	07-17-23	07-21-23	-299
95CTALK	Demolition/Removal at Blowers 1,2 (95)	0%	5	09-13-24	09-20-24	11-15-23	11-21-23	-297
95CTALL	Install Blower B-95-03 (95)	0%	5	09-20-24	09-27-24	11-22-23	11-28-23	-297
95CTALM	Install Electrical/Upgrade/Control/SCADA Devices at B-95-03 (95)	0%	8	09-27-24	10-09-24	11-29-23	12-08-23	-297
95CTALN	Install Electrical/Upgrade/Control/SCADA Devices at B-95-03 (95)	0%	15	10-09-24	10-23-24	12-04-23	12-22-23	-297
95CTALO	B-95-03 Start-up Testing (95)	0%	5	10-23-24	10-30-24	12-25-23	12-29-23	-297
UV STRUCTURE (50)								
50UV1000	UV Structure Begin Work (50)	100%	1	05-05-23	05-05-23	05-06-23	05-06-23	-22
50UV1001	Form Base Slab (50)	100%	10	05-05-23	05-05-23	05-06-23	05-06-23	-22
50UV1002	Excavate UV Structure (50)	100%	100%	05-05-23	05-05-23	05-06-23	05-06-23	-22
50UV1003	Install Rear Base Slab (50)	100%	100%	05-05-23	05-05-23	05-06-23	05-06-23	-22
50UV1004	Install & Excavate Underdrain Piping (50)	100%	5	05-05-23	05-05-23	05-06-23	05-06-23	-22
50UV1005	Backfill Prep (50)	100%	5	05-05-23	05-05-23	05-06-23	05-06-23	-22
50UV1006	Pour Base Slab (50)	100%	10	05-05-23	05-05-23	05-06-23	05-06-23	-22
50UV1007	Form Walls (50)	100%	10	05-05-23	05-05-23	05-06-23	05-06-23	-22
50UV1008	Install Rear Walls (50)	100%	10	05-05-23	05-05-23	05-06-23	05-06-23	-22
50UV1009	Pour Walls (50)	100%	10	05-05-23	05-05-23	05-06-23	05-06-23	-22
50UV1010	Install Inlets (50)	100%	5	05-05-23	05-05-23	05-06-23	05-06-23	-22
50UV1011	Install Rear Slabs / Canopy Conc. (50)	100%	5	05-05-23	05-05-23	05-06-23	05-06-23	-22
50UV1012	Pour Slabs / Canopy Conc. (50)	100%	5	05-05-23	05-05-23	05-06-23	05-06-23	-22
50UV1013	Install Gutters (50)	100%	2	05-05-23	05-05-23	05-10-23	05-10-23	-22
50UV1014	Install Weirs / Weir Trough and Plate (50)	100%	2	05-05-23	05-05-23	05-10-23	05-10-23	-22
50UV1015	Install UV Electrical Equipment (50)	100%	5	05-05-23	05-05-23	05-10-23	05-10-23	-22
50UV1016	Install UV Equipment (50)	50%	20	05-05-23	05-18-23	05-29-23	05-29-23	-16
50UV1017	Install UV Structure & Assoc Piping (50)	25%	30	05-05-23	06-07-23	04-24-24	04-24-24	-20
50UV1018	Install Electrical/Instruments/Control (50)	0%	15	07-17-23	08-07-23	05-10-23	05-14-24	-201
50UV1019	Install Aluminum Peak Support/Plan/Handrail (50)	0%	10	05-03-24	05-17-24	06-14-24	06-14-24	-204
50UV1020	UV System Start-up / Testing (50)	0%	20	05-17-24	06-14-24	06-14-24	07-31-23	-204
50UV1021	Chlorine Contact Tanks (Excess/Forward Flow Demolition) (50)	100%	5	05-05-23	05-05-23	05-21-23	06-21-23	-22
50UV1022	Tertiary Filtration Bldg. Begin Work (45)	100%	10	05-05-23	05-05-23	05-21-23	06-21-23	-22
45TER1	Excavate for Base Slab (45)	100%	100%	05-05-23	05-05-23	05-21-23	06-21-23	-22
45TER2	Form Base Slab (45)	100%	100%	05-05-23	05-05-23	05-21-23	06-21-23	-22
45TER3	Install Rear Base Slab (45)	100%	100%	05-05-23	05-05-23	05-21-23	06-21-23	-22
45TER4	Pour Base Slab (45)	100%	100%	05-05-23	05-05-23	05-21-23	06-21-23	-22
45TER5	Form Exterior Walls (45)	100%	100%	05-05-23	05-05-23	05-21-23	06-21-23	-22
45TER6	Install Rear Exterior Walls (45)	100%	100%	05-05-23	05-05-23	05-21-23	06-21-23	-22



10-30-24. CONTROL BUI
Electrical Equipment Instal (SWBD-95 & Appearance) (95)
Control Building Existing Transformer (95)
Demolition/Removal Owner Take Out of Ser
Demolition/Removal at Blowers 3,4,5 (95)
Install Blowers B-95-01 & B-95-02 (95)
Install HVAC System (95)
Install Electrical/Upgrade/Control/SC
Install Blower Piping B-95-01 & B-95-02 (95)
Demolition/Removal at Blowers 1,2
Install Blower B-95-03 (95)
Install Electrical/Upgrade/C
B-95-03 Start-up Testing (95)

06-14-24. UV STRUCTURE (50)
UV Structure Begin Work (50)
Form Base Slab (50)
Excavate UV Structure (50)
Install Rear Base Slab (50)
Install & Excavate Underdrain Piping (50)
Backfill Prep (50)
Pour Base Slab (50)
Form Walls (50)
Install Rear Walls (50)
Pour Walls (50)
Install Inlets (50)
Install Rear Slabs / Canopy Conc. (50)
Pour Slabs / Canopy Conc. (50)
Install Gutters (50)
Install Weirs / Weir Trough and Plate (50)
Install UV Electrical Equipment (50)
Install UV Equipment (50)
Install UV Structure & Assoc Piping (50)
Install Electrical/Instruments/Control (50)
Install Aluminum Peak Support/Plan/Handrail (50)
UV System Start-up / Testing (50)
Chlorine Contact Tanks (Excess/Forward Flow Demolition) (50)
Tertiary Filter Building (45)
Excavate for Base Slab (45)
Form Base Slab (45)
Install Rear Base Slab (45)
Pour Base Slab (45)
Form Exterior Walls (45)
Install Rear Exterior Walls (45)

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Activity ID	Activity Name	Actual %	Original %	Early Start	Early Finish	Life Start	Life Finish	Use	Finish
17NFSP	Form Walls (17)	100%	3	05-05-23	05-05-23	07-11-23	07-11-23	Life	07-11-23
17NFSP	Install Rebar Elevated Slab (17)	100%	3	05-05-23	05-05-23	07-11-23	07-11-23	Life	07-11-23
17NFSP	Pour Elevated Slab (17)	100%	3	05-05-23	05-05-23	07-11-23	07-11-23	Life	07-11-23
17NFSP	Install Grates/Walks (17)	100%	5	05-05-23	05-05-23	07-11-23	07-11-23	Life	07-11-23
17NFSP	Install Rebar Walk (17)	100%	3	05-05-23	05-05-23	07-11-23	07-11-23	Life	07-11-23
17NFSP	Pour Walk (17)	100%	3	05-05-23	05-05-23	07-11-23	07-11-23	Life	07-11-23
17NFSP	Site Piping Connections to Structure PFI - PFI (17)	0%	3	07-11-23	07-11-23	07-11-23	07-11-23	Life	07-11-23
17NFSP	Install Alumunum Plank/Handrail (17)	0%	3	07-25-23	07-25-23	07-14-23	07-14-23	Life	07-14-23
17NFSP	Install Electric/Control/Devices (17)	0%	3	07-25-23	07-25-23	07-19-23	07-19-23	Life	07-19-23
17NFSP	Install Splitter Start-Up Testing System (17)	0%	2	10-18-24	10-18-24	12-26-23	12-27-23	Life	12-27-23
17NFSP	Connect PFI to Influent Splitter Structure (17)	0%	2	10-22-24	10-22-24	12-26-23	12-27-23	Life	12-27-23
17NFSP	Influent Splitter Structure Complete (17)	0%	2	10-22-24	10-22-24	12-26-23	12-29-23	Life	12-29-23
20PRSL	PRIMARY SLUDGE PUMPING BUILDING (25)	512	100%	05-10-24	05-03-23	07-24-23	07-24-23	Life	07-24-23
20PRSL	Primary Sludge Pumping Building Start Work (25)	100%	0	05-05-23	05-05-23	05-03-23	05-03-23	Life	05-03-23
20PRSL	Excavate at Sludge Pump Bldg (25)	100%	10	05-05-23	05-05-23	05-03-23	05-03-23	Life	05-03-23
20PRSL	Form Walls (25)	100%	15	05-05-23	05-05-23	05-03-23	05-03-23	Life	05-03-23
20PRSL	Install Rebar Walls (25)	100%	10	05-05-23	05-05-23	05-03-23	05-03-23	Life	05-03-23
20PRSL	Pour Walls (25)	100%	10	05-05-23	05-05-23	05-03-23	05-03-23	Life	05-03-23
20PRSL	Install Unfinished Plumbing (25)	100%	5	05-05-23	05-05-23	05-03-23	05-03-23	Life	05-03-23
20PRSL	Backfill/Back Stone Under Slab (25)	100%	10	05-05-23	05-05-23	05-03-23	05-03-23	Life	05-03-23
20PRSL	Pour Base Slab (25)	100%	5	05-05-23	05-05-23	05-03-23	05-03-23	Life	05-03-23
20PRSL	Form Base Slab (25)	100%	5	05-05-23	05-05-23	05-03-23	05-03-23	Life	05-03-23
20PRSL	Install Rebar Base Slab (25)	100%	5	05-05-23	05-05-23	05-03-23	05-03-23	Life	05-03-23
20PRSL	Form Elevated Deck/Beams (25)	100%	10	05-05-23	05-05-23	05-03-23	05-03-23	Life	05-03-23
20PRSL	Rebar Elevated Deck/Beams (25)	100%	10	05-05-23	05-05-23	05-03-23	05-03-23	Life	05-03-23
20PRSL	Pour Elevated Deck/Beams (25)	100%	5	05-05-23	05-05-23	05-03-23	05-03-23	Life	05-03-23
20PRSL	Install Lower Masonry Wall (25)	100%	5	05-05-23	05-05-23	05-03-23	05-03-23	Life	05-03-23
20PRSL	Set Primary Sludge Pumps (25)	100%	5	05-05-23	05-05-23	07-05-23	07-05-23	Life	07-05-23
20PRSL	Install Process Piping/Associated Devices (25)	100%	15	05-05-23	05-05-23	07-05-23	07-05-23	Life	07-05-23
20PRSL	Set Primary Sludge Pumps (25)	100%	25	05-05-23	05-05-23	05-28-23	05-28-23	Life	05-28-23
20PRSL	Install Upper Masonry Walls (25)	100%	10	05-05-23	05-05-23	05-28-23	05-28-23	Life	05-28-23
20PRSL	Set Conc. Precast Planks (25)	100%	10	05-05-23	05-05-23	07-17-23	07-17-23	Life	07-17-23
20PRSL	Site Piping Connections to Structure (25)	100%	10	05-05-23	05-05-23	05-28-23	05-28-23	Life	05-28-23
20PRSL	Install Roofing (25)	100%	10	05-05-23	05-05-23	05-28-23	05-28-23	Life	05-28-23
20PRSL	Install HVAC System (25)	100%	20	05-05-23	05-05-23	07-17-23	07-17-23	Life	07-17-23
20PRSL	Install Scum Wet Well Valve/Pipe Appearances (25)	100%	10	07-07-23	07-07-23	07-17-23	07-17-23	Life	07-17-23
20PRSL	Install Doors (25)	100%	5	07-20-23	07-20-23	07-17-23	07-17-23	Life	07-17-23
20PRSL	Painting (25)	100%	5	07-20-23	07-20-23	07-24-23	07-24-23	Life	07-24-23
20PRSL	Set Electrical Equipment (25)	0%	5	08-18-23	08-22-23	06-28-23	07-05-23	Life	07-05-23
20PRSL	Install Electric/Control (25)	0%	5	08-18-23	08-22-23	06-28-23	07-05-23	Life	07-05-23
20PRSL	Primary Sludge Pump Bldg Start-Up Testing Systems (25)	50%	15	08-29-23	09-01-23	07-05-23	07-14-23	Life	07-14-23
20PRSL	Primary Sludge Pump Bldg Start-Up Testing Systems (25)	0%	5	05-03-24	05-10-24	05-10-24	07-21-23	Life	07-21-23
20PRSL	PRIMARY CLARIFIERS NO. 1 & NO. 2 (20)	422	100%	05-10-24	05-29-23	07-14-23	07-14-23	Life	07-14-23
20PRSL	Excavate 1 & 2 Owner, Area Out of Service (20)	100%	5	05-05-23	05-05-23	05-29-23	05-29-23	Life	05-29-23
20PRSL	Demolish/Remove at Existing (20)	100%	15	05-05-23	05-05-23	05-29-23	05-29-23	Life	05-29-23
20PRSL	Pipe Subgrabs (20)	100%	3	05-05-23	05-05-23	05-29-23	05-29-23	Life	05-29-23
20PRSL	Form Slab (20)	100%	5	05-05-23	05-05-23	05-29-23	05-29-23	Life	05-29-23
20PRSL	Install Rebar Slab (20)	100%	3	05-05-23	05-05-23	05-29-23	05-29-23	Life	05-29-23
20PRSL	Pour Slab (20)	100%	3	05-05-23	05-05-23	05-29-23	05-29-23	Life	05-29-23
20PRSL	Form Walls (20)	100%	3	05-05-23	05-05-23	05-29-23	05-29-23	Life	05-29-23
20PRSL	Install Rebar Walls (20)	100%	3	05-05-23	05-05-23	05-29-23	05-29-23	Life	05-29-23
20PRSL	Pour Walls (20)	100%	3	05-05-23	05-05-23	05-29-23	05-29-23	Life	05-29-23
20PRSL	Install 14" PFI/6" PFS Pipe Stubs (20)	100%	3	05-05-23	05-05-23	05-29-23	05-29-23	Life	05-29-23
20PRSL	Install Trough (20)	100%	3	05-05-23	05-05-23	05-29-23	05-29-23	Life	05-29-23
20PRSL	Install Rebar at Trough (20)	100%	3	05-05-23	05-05-23	05-29-23	05-29-23	Life	05-29-23
20PRSL	Pour Slab at Trough (20)	100%	3	05-05-23	05-05-23	05-29-23	05-29-23	Life	05-29-23
20PRSL	Form Effluent Trough Wall (20)	100%	3	05-05-23	05-05-23	05-29-23	05-29-23	Life	05-29-23
20PRSL	Form Slab at Trough (20)	100%	3	05-05-23	05-05-23	05-29-23	05-29-23	Life	05-29-23
20PRSL	Form Effluent Trough Wall (20)	100%	3	05-05-23	05-05-23	05-29-23	05-29-23	Life	05-29-23
20PRSL	Install Rebar at Effluent Trough (20)	100%	3	05-05-23	05-05-23	05-29-23	05-29-23	Life	05-29-23
20PRSL	Pour Wall at Effluent Trough (20)	100%	3	05-05-23	05-05-23	05-29-23	05-29-23	Life	05-29-23
20PRSL	Install Primary Clarifier Equipment (20)	15%	15	05-05-23	05-23-23	06-29-23	07-06-23	Life	07-06-23
20PRSL	Install Effluent Trough (20)	0%	10	05-05-23	05-18-23	05-18-23	06-23-23	Life	06-23-23
20PRSL	Install Grating (20)	0%	10	07-31-23	07-31-23	05-29-23	06-06-23	Life	06-06-23
20PRSL	Install Handrails (20)	0%	10	07-31-23	08-14-23	05-29-23	06-23-23	Life	06-23-23
20PRSL	Site Piping Connections to Structure (20)	0%	10	07-31-23	08-14-23	05-29-23	06-23-23	Life	06-23-23
20PRSL	Painting (20)	0%	10	07-31-23	08-14-23	05-29-23	06-23-23	Life	06-23-23
20PRSL	Install Electric/Control/Devices (20)	0%	10	08-14-23	08-29-23	06-26-23	07-07-23	Life	07-07-23
20PRSL	Primary Clarifiers 1&2 Start-Up Testing Equipment/Devices (20)	0%	5	05-03-24	05-10-24	07-10-23	07-14-23	Life	07-14-23

PRIMARY CLARIFIERS NO. 1 & NO. 2 (20)

- 1 & 2 Owner Take Out of Service (20)
- Removal at Existing (20)
- Pipe Subgrabs (20)
- Form Slab (20)
- Install Rebar Slab (20)
- Pour Slab (20)
- Form Walls (20)
- Install Rebar Walls (20)
- Pour Walls (20)
- Install 14" PFI/6" PFS Pipe Stubs (20)
- Install Trough (20)
- Install Rebar at Trough (20)
- Form Effluent Trough Wall (20)
- Form Slab at Trough (20)
- Form Effluent Trough Wall (20)
- Install Rebar at Effluent Trough (20)
- Pour Wall at Effluent Trough (20)
- Install Primary Clarifier Equipment (20)
- Install Effluent Trough (20)
- Install Grating (20)
- Install Handrails (20)
- Painting (20)
- Install Electric/Control/Devices (20)
- Primary Clarifiers 1&2 Start-Up Testing Equipment/Devices (20)

05-10-24, PRIMARY SLUDGE PUMPING BUILDING (25)

- Sludge Pumping Building Start Work (25)
- Excavate at Sludge Pump Bldg (25)
- Form Walls (25)
- Install Rebar Walls (25)
- Pour Walls (25)
- Install Unfinished Plumbing (25)
- Backfill/Back Stone Under Slab (25)
- Pour Base Slab (25)
- Form Base Slab (25)
- Install Rebar Base Slab (25)
- Form Elevated Deck/Beams (25)
- Rebar Elevated Deck/Beams (25)
- Pour Elevated Deck/Beams (25)
- Install Lower Masonry Wall (25)
- Set Primary Sludge Pumps (25)
- Install Process Piping/Associated Devices (25)
- Set Conc. Precast Planks (25)
- Site Piping Connections to Structure (25)
- Install Roofing (25)
- Install HVAC System (25)
- Install Scum Wet Well Valve/Pipe Appearances (25)
- Install Doors (25)
- Painting (25)
- Set Electrical Equipment (25)
- Install Electric/Control (25)
- Primary Sludge Pump Bldg Start-Up Testing Systems (25)

05-17-24, AERATION TRAIN NO. 1 (30)

- Primary Clarifiers 1&2 Start-Up Testing Equipment/Devices (20)
- 05-17-24, AERATION TRAIN NO. 1 (30)

Actual Work ■

Remaining Work ■

Critical Remaining ■

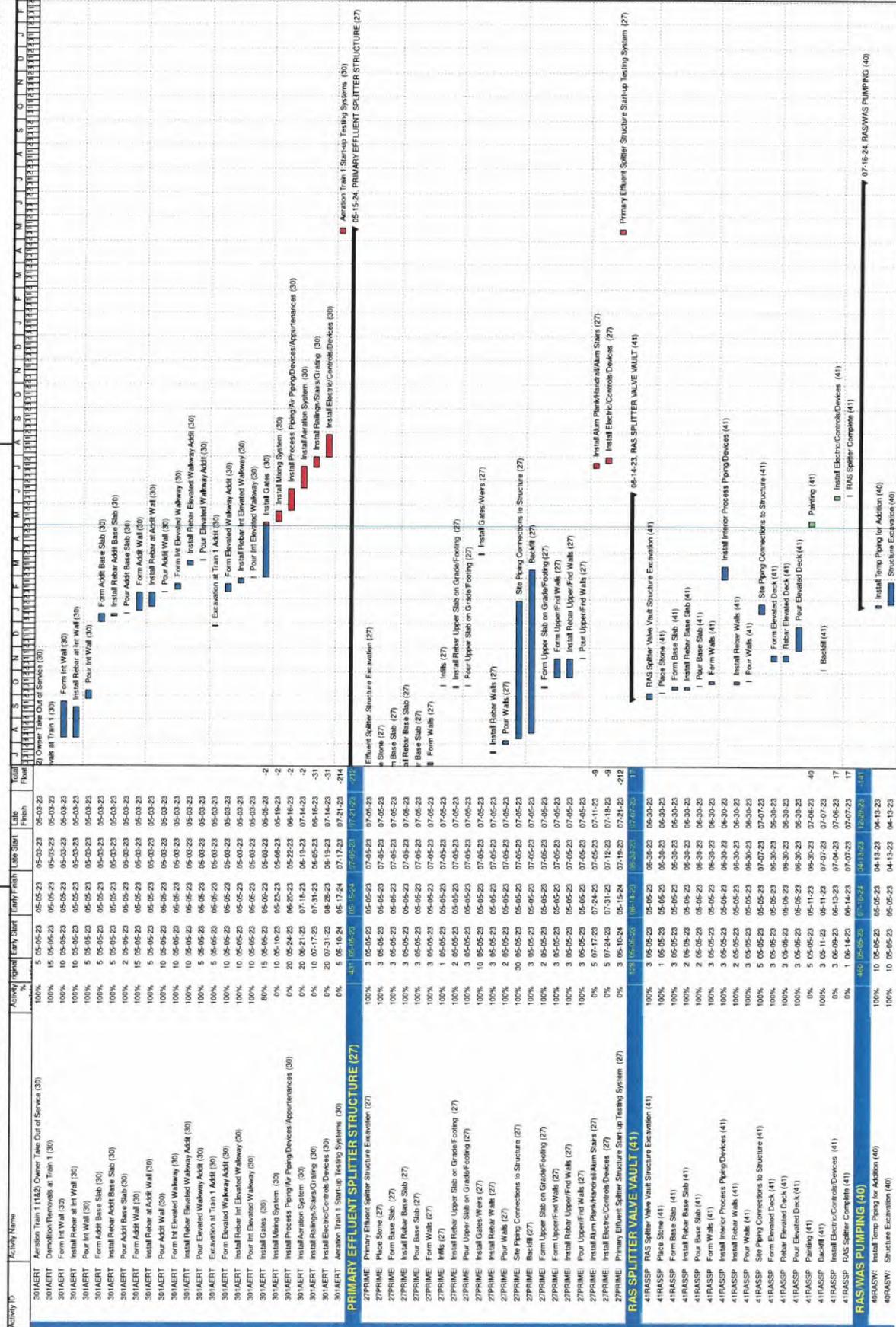
Milestone ◆

05-10-24, PRIMARY SLUDGE PUMPING BUILDING (25)

05-17-24, AERATION TRAIN NO. 1 (30)

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Activity ID	Activity Name	Activity %	Original Early Start	Early Finish	Late Start	Finish	Float
301AERT	Aeration Train 1 (1142) Owner Take Out of Service (30)	100%	05-05-23	05-05-23	05-03-23	05-03-23	05-03-23
301AERT	Demolition Removal at Train 1 (30)	100%	05-05-23	05-05-23	05-03-23	05-03-23	05-03-23
301AERT	Form Int Wall (30)	100%	05-05-23	05-05-23	05-03-23	05-03-23	05-03-23
301AERT	Install Rebar at Int Wall (30)	100%	05-05-23	05-05-23	05-03-23	05-03-23	05-03-23
301AERT	Pour Int Wall (30)	100%	05-05-23	05-05-23	05-03-23	05-03-23	05-03-23
301AERT	Form Addt Base Slab (30)	100%	05-05-23	05-05-23	05-03-23	05-03-23	05-03-23
301AERT	Install Rebar Addt Base Slab (30)	100%	05-05-23	05-05-23	05-03-23	05-03-23	05-03-23
301AERT	Pour Addt Base Slab (30)	100%	05-05-23	05-05-23	05-03-23	05-03-23	05-03-23
301AERT	Form Addt Wall (30)	100%	05-05-23	05-05-23	05-03-23	05-03-23	05-03-23
301AERT	Install Rebar at Adct Wall (30)	100%	05-05-23	05-05-23	05-03-23	05-03-23	05-03-23
301AERT	Pour Addt Wall (30)	100%	05-05-23	05-05-23	05-03-23	05-03-23	05-03-23
301AERT	Form Int Elevated Walkway (30)	100%	05-05-23	05-05-23	05-03-23	05-03-23	05-03-23
301AERT	Install Rebar Elevated Walkway/Adct (30)	100%	05-05-23	05-05-23	05-03-23	05-03-23	05-03-23
301AERT	Pour Elevated Walkway/Adct (30)	100%	05-05-23	05-05-23	05-03-23	05-03-23	05-03-23
301AERT	Excavation at Train 1 Adct (30)	100%	05-05-23	05-05-23	05-03-23	05-03-23	05-03-23
301AERT	Form Elevated Walkway/Adct (30)	100%	05-05-23	05-05-23	05-03-23	05-03-23	05-03-23
301AERT	Install Rebar Int Elevated Walkway (30)	100%	05-05-23	05-05-23	05-03-23	05-03-23	05-03-23
301AERT	Pour Int Elevated Walkway (30)	100%	05-05-23	05-05-23	05-03-23	05-03-23	05-03-23
301AERT	Install Gases (30)	80%	05-05-23	05-05-23	05-03-23	05-03-23	05-03-23
301AERT	Install Mixing System (30)	0%	05-10-23	05-23-23	05-08-23	05-18-23	-2
301AERT	Install Process Piping/Air Piping Devices/Appurtenances (30)	0%	05-24-23	06-20-23	05-22-23	06-18-23	-2
301AERT	Install Aeration System (30)	0%	06-21-23	07-18-23	06-19-23	07-14-23	-2
301AERT	Install Railings/Stairs/Cladding (30)	0%	07-17-23	07-31-23	06-25-23	06-15-23	-31
301AERT	Install Electric/Control Devices (30)	0%	07-31-23	08-28-23	08-19-23	07-14-23	-31
301AERT	Aeration Train 1 Start-up Testing Systems (30)	0%	05-10-24	05-17-24	07-17-23	07-21-23	-214
27PRIME	Primary Effluent Splitter Structure Excavation (27)	100%	05-05-23	05-05-23	07-05-23	07-05-23	07-05-23
27PRIME	Place Stone (27)	100%	05-05-23	05-05-23	07-05-23	07-05-23	07-05-23
27PRIME	Form Base Slab (27)	100%	05-05-23	05-05-23	07-05-23	07-05-23	07-05-23
27PRIME	Install Rebar Base Slab (27)	100%	05-05-23	05-05-23	07-05-23	07-05-23	07-05-23
27PRIME	Pour Base Slab (27)	100%	05-05-23	05-05-23	07-05-23	07-05-23	07-05-23
27PRIME	Form Walls (27)	100%	05-05-23	05-05-23	07-05-23	07-05-23	07-05-23
27PRIME	Install Rebar Upper Slab on Grade/Footing (27)	100%	05-05-23	05-05-23	07-05-23	07-05-23	07-05-23
27PRIME	Pour Upper Slab on Grade/Footing (27)	100%	05-05-23	05-05-23	07-05-23	07-05-23	07-05-23
27PRIME	Install Gases/Wers (27)	100%	05-05-23	05-05-23	07-05-23	07-05-23	07-05-23
27PRIME	Pour Walls (27)	100%	05-05-23	05-05-23	07-05-23	07-05-23	07-05-23
27PRIME	Site Piping Connections to Structure (27)	100%	05-05-23	05-05-23	07-05-23	07-05-23	07-05-23
27PRIME	Backfill (27)	100%	05-05-23	05-05-23	07-05-23	07-05-23	07-05-23
27PRIME	Form Upper Slab on Grade/Footing (27)	100%	05-05-23	05-05-23	07-05-23	07-05-23	07-05-23
27PRIME	Form Upper/Fnd Walls (27)	100%	05-05-23	05-05-23	07-05-23	07-05-23	07-05-23
27PRIME	Install Rebar Upper/Fnd Walls (27)	100%	05-05-23	05-05-23	07-05-23	07-05-23	07-05-23
27PRIME	Pour Upper/Fnd Walls (27)	100%	05-05-23	05-05-23	07-05-23	07-05-23	07-05-23
27PRIME	Install Alum Plank/Horizontal Alum Stairs (27)	0%	07-17-23	07-24-23	07-05-23	07-11-23	-9
27PRIME	Install Electric/Control Devices (27)	0%	07-24-23	07-31-23	07-18-23	07-18-23	-9
27PRIME	Primary Effluent Splitter Structure Start-up Testing System (27)	0%	05-10-24	05-17-24	07-18-23	07-21-23	-212
41RASSP	RAS Splitter Valve Vault Structure Excavation (41)	100%	05-05-23	05-05-23	06-30-23	06-30-23	06-30-23
41RASSP	Place Stone (41)	100%	05-05-23	05-05-23	06-30-23	06-30-23	06-30-23
41RASSP	Form Base Slab (41)	100%	05-05-23	05-05-23	06-30-23	06-30-23	06-30-23
41RASSP	Install Rebar Base Slab (41)	100%	05-05-23	05-05-23	06-30-23	06-30-23	06-30-23
41RASSP	Pour Base Slab (41)	100%	05-05-23	05-05-23	06-30-23	06-30-23	06-30-23
41RASSP	Form Walls (41)	100%	05-05-23	05-05-23	06-30-23	06-30-23	06-30-23
41RASSP	Install Interior Process Piping Devices (41)	100%	05-05-23	05-05-23	06-30-23	06-30-23	06-30-23
41RASSP	Install Rebar Walls (41)	100%	05-05-23	05-05-23	06-30-23	06-30-23	06-30-23
41RASSP	Pour Walls (41)	100%	05-05-23	05-05-23	06-30-23	06-30-23	06-30-23
41RASSP	Site Piping Connections to Structure (41)	100%	05-05-23	05-05-23	07-07-23	07-07-23	07-07-23
41RASSP	Form Elevated Deck (41)	100%	05-05-23	05-05-23	06-30-23	06-30-23	06-30-23
41RASSP	Rebar Elevated Deck (41)	100%	05-05-23	05-05-23	06-30-23	06-30-23	06-30-23
41RASSP	Pour Elevated Deck (41)	100%	05-05-23	05-05-23	06-30-23	06-30-23	06-30-23
41RASSP	Painting (41)	0%	05-11-23	05-11-23	06-30-23	06-30-23	40
41RASSP	Backfill (41)	100%	05-11-23	05-11-23	07-07-23	07-07-23	17
41RASSP	Install Electric/Control Devices (41)	100%	06-09-23	06-13-23	07-04-23	07-06-23	17
41RASSP	RAS Splitter Complete (41)	0%	06-14-23	06-14-23	07-07-23	07-07-23	17
40RASNW	Install Temp Piping for Addition (40)	100%	05-05-23	05-05-23	04-13-23	04-13-23	04-13-23
40RASNW	Structure Excavation (40)	100%	05-05-23	05-05-23	04-13-23	04-13-23	04-13-23

Actual Work █ Remaining Work █ Critical Remaining ... █ Milestone ◆

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Activity ID	Activity Name	Activity %	Actual	Original Est.	Est. Start	Est. Finish	Lab	Phase	Notes
40RASW	Place Stone (40)	100%	05-05-23	05-05-23	04-13-23	04-13-23		5	Place Stone (40)
40RASW	Form Wet Well Base Slab (40)	100%	05-05-23	05-05-23	04-13-23	04-13-23		5	Form Wet Well Base Slab (40)
40RASW	Install Rebar Wet Well Base Slab (40)	100%	05-05-23	05-05-23	04-13-23	04-13-23		5	Install Rebar Wet Well Base Slab (40)
40RASW	Pour Wet Well Base Slab (40)	100%	05-05-23	05-05-23	04-13-23	04-13-23		5	Pour Wet Well Base Slab (40)
40RASW	Form Wet Well Walls (40)	100%	05-05-23	05-05-23	04-13-23	04-13-23		5	Form Wet Well Walls (40)
40RASW	Install Rebar Wet Well Walls (40)	100%	05-05-23	05-05-23	04-13-23	04-13-23		5	Install Rebar Wet Well Walls (40)
40RASW	Pour Wet Well Walls (40)	100%	05-05-23	05-05-23	04-13-23	04-13-23		5	Pour Wet Well Walls (40)
40RASW	Backfill (40)	0%	05-05-23	05-05-23	04-13-23	04-13-23		5	Backfill (40)
40RASW	Form Wet Well Elevated Deck (40)	0%	05-05-23	05-05-23	05-12-23	05-12-23		5	Form Wet Well Elevated Deck (40)
40RASW	Install Hatched Piles (40)	0%	05-05-23	05-05-23	04-13-23	04-13-23		5	Install Hatched Piles (40)
40RASW	Pour Vault Base Slab (40)	0%	05-11-23	05-11-23	04-16-23	04-21-23		16	Pour Vault Base Slab (40)
40RASW	Install Rebar Vault Elevated Deck (40)	0%	05-12-23	05-12-23	05-19-23	05-23-23		5	Install Rebar Vault Elevated Deck (40)
40RASW	Pour Vault Base Slab (40)	0%	05-16-23	05-16-23	04-24-23	04-26-23		16	Pour Vault Base Slab (40)
40RASW	Pour Wet Well Elevated Deck (40)	0%	05-17-23	05-17-23	05-24-23	05-26-23		5	Pour Wet Well Elevated Deck (40)
40RASW	Form Vault Walls (40)	0%	05-19-23	05-19-23	04-27-23	05-01-23		16	Form Vault Walls (40)
40RASW	Install Pump/Piping/Appurtenances in Wet Well (40)	0%	05-22-23	05-22-23	05-29-23	05-29-23		5	Install Pump/Piping/Appurtenances in Wet Well (40)
40RASW	Pour Vault Walls (40)	0%	05-24-23	05-24-23	05-04-23	05-04-23		16	Pour Vault Walls (40)
40RASW	Form Vault Elevated Deck (40)	0%	05-29-23	05-29-23	05-05-23	05-06-23		16	Form Vault Elevated Deck (40)
40RASW	Site Piping Connections to Structure (40)	0%	05-31-23	05-31-23	05-09-23	05-11-23		20	Site Piping Connections to Structure (40)
40RASW	Install Rebar Vault Elevated Deck (40)	0%	05-05-23	05-05-23	07-03-23	07-07-23		20	Install Rebar Vault Elevated Deck (40)
40RASW	Paint at Wet Well (40)	0%	05-05-23	05-05-23	05-12-23	05-16-23		16	Paint at Wet Well (40)
40RASW	Pour Vault Elevated Deck (40)	0%	05-06-23	05-06-23	07-03-23	07-07-23		20	Pour Vault Elevated Deck (40)
40RASW	Remove Rebar Brick/Roofing (40)	0%	05-12-23	05-12-23	05-17-23	05-19-23		16	Remove Rebar Brick/Roofing (40)
40RASW	Install Pump/Valve/Measur/Appurtenances in Vault (40)	0%	05-13-23	05-13-23	05-22-23	05-26-23		16	Install Pump/Valve/Measur/Appurtenances in Vault (40)
40RASW	Install HVAC System (40)	0%	05-13-23	05-13-23	06-12-23	06-30-23		11	Install HVAC System (40)
40RASW	Paint at Vault (40)	0%	07-04-23	07-04-23	07-17-23	06-30-23		11	Paint at Vault (40)
40RASW	Install Electric/Control Devices at MCC Room/Wet Well (40)	0%	05-18-23	05-18-23	06-12-23	06-30-23		11	Install Electric/Control Devices at MCC Room/Wet Well (40)
40RASW	Install Electric/Control Devices at Vault (40)	0%	05-06-23	05-06-23	05-12-23	07-03-23		47	Install Electric/Control Devices at Vault (40)
40RASW	Start-up Testing New RAS/WAS (40-03SCM40-01) Pumping System (4)	0%	05-03-24	05-10-24	07-10-23	07-14-23		214	Start-up Testing New RAS/WAS (40-03SCM40-01) Pumping System (4)
40RASW	Demolition/Removal at Existing North RAS/WAS Wet Well/Vault (40)	0%	05-19-24	05-19-24	07-17-23	07-21-23		141	Demolition/Removal at Existing North RAS/WAS Wet Well/Vault (40)
40RASW	Install Electric/Control Devices at North Wet Well/Vault (40)	0%	06-14-24	06-14-24	11-09-23	11-29-23		141	Install Electric/Control Devices at North Wet Well/Vault (40)
40RASW	Paint at North Wet Well/Vault (40)	0%	06-14-24	06-28-24	12-04-23	12-15-23		139	Paint at North Wet Well/Vault (40)
40RASW	Start-up Testing North RAS/WAS (RAS40-0140-02) Pumping System (4)	0%	07-02-24	07-02-24	07-02-24	07-02-24		141	Start-up Testing North RAS/WAS (RAS40-0140-02) Pumping System (4)
40RASW	RAS/WAS Pumping Building Complete (40)	0%	07-09-24	07-09-24	07-15-24	07-25-23		141	RAS/WAS Pumping Building Complete (40)
MIXED LIQUOR SPLITTER STRUCTURE (37)									
37MLOE	Mixed Liquor Splitter Structure Excavation (37)	100%	05-05-23	05-05-23	07-14-23	07-14-23		437	Mixed Liquor Splitter Structure Excavation (37)
37MLOE	Place Stone (37)	100%	05-05-23	05-05-23	07-14-23	07-14-23		437	Place Stone (37)
37MLOE	Form Base Slab (37)	100%	05-05-23	05-05-23	07-14-23	07-14-23		437	Form Base Slab (37)
37MLOE	Install Rebar Base Slab (37)	100%	05-05-23	05-05-23	07-14-23	07-14-23		437	Install Rebar Base Slab (37)
37MLOE	Pour Base Slab (37)	100%	05-05-23	05-05-23	07-14-23	07-14-23		437	Pour Base Slab (37)
37MLOE	Form Walls (37)	100%	05-05-23	05-05-23	07-14-23	07-14-23		437	Form Walls (37)
37MLOE	IRB (37)	100%	05-05-23	05-05-23	07-14-23	07-14-23		437	IRB (37)
37MLOE	Install Gates/Walls (37)	100%	05-05-23	05-05-23	07-14-23	07-14-23		437	Install Gates/Walls (37)
37MLOE	Install Rebar Walls (37)	100%	05-05-23	05-05-23	07-14-23	07-14-23		437	Install Rebar Walls (37)
37MLOE	Pour Walls (37)	100%	05-05-23	05-05-23	07-14-23	07-14-23		437	Pour Walls (37)
37MLOE	Site Piping Connections to Structure (37)	100%	05-05-23	05-05-23	07-14-23	07-14-23		437	Site Piping Connections to Structure (37)
37MLOE	Backfill (37)	100%	05-05-23	05-05-23	07-14-23	07-14-23		437	Backfill (37)
37MLOE	Install Alum Grating/Handrail (37)	100%	07-17-23	07-20-23	07-14-23	07-14-23		437	Install Alum Grating/Handrail (37)
37MLOE	Mixed Liquor Splitter Complete (37)	0%	07-20-23	07-25-23	07-19-23	07-21-23		437	Mixed Liquor Splitter Complete (37)
FINAL CLARIFIER NO 1 (35)									
3501FCU	24" ML Feed from 37	100%	05-05-23	05-05-23	06-23-23	06-23-23		35	24" ML Feed from 37
3501FCU	Part Clarifier	0%	05-05-23	05-18-23	06-23-23	07-06-23		35	Part Clarifier
3501FCU	Final Clarifier 1 Out of Service by Owner (35)	0%	05-29-23	05-30-23	07-07-23	07-13-23		35	Final Clarifier 1 Out of Service by Owner (35)
3501FCU	Demolition of Equipment & Appurtenances (35)	0%	05-29-23	05-29-23	07-14-23	07-24-23		35	Demolition of Equipment & Appurtenances (35)
3501FCU	Excavate for Outlet Box (35)	0%	05-29-23	05-29-23	07-25-23	07-26-23		35	Excavate for Outlet Box (35)
3501FCU	Form Trough Slab (35)	0%	05-29-23	05-29-23	08-02-23	08-08-23		35	Form Trough Slab (35)
3501FCU	Form Trough Slab (35)	0%	05-29-23	05-29-23	08-02-23	08-08-23		35	Form Trough Slab (35)
3501FCU	Install Final Clarifier Equipment/Walls/Bufles and Appurtenances (35)	0%	05-29-23	05-29-23	07-13-23	07-27-23		35	Install Final Clarifier Equipment/Walls/Bufles and Appurtenances (35)
3501FCU	Prep Subgrade Stone at Outlet Box (35)	0%	05-12-23	05-12-23	06-14-23	06-29-23		35	Prep Subgrade Stone at Outlet Box (35)
3501FCU	Form Outlet Box Base Slab (35)	0%	05-12-23	05-12-23	07-31-23	08-02-23		35	Form Outlet Box Base Slab (35)
3501FCU	Install Rebar Outlet Box Base Slab (35)	0%	05-12-23	05-12-23	08-09-23	08-10-23		35	Install Rebar Outlet Box Base Slab (35)
3501FCU	Install Rebar Trough Slab (35)	0%	05-12-23	05-12-23	08-09-23	08-10-23		35	Install Rebar Trough Slab (35)
3501FCU	Pour Outlet Box Base Slab (35)	0%	05-12-23	05-12-23	08-11-23	08-11-23		35	Pour Outlet Box Base Slab (35)
3501FCU	Pour Trough Slab (35)	0%	05-12-23	05-12-23	08-11-23	08-11-23		35	Pour Trough Slab (35)
3501FCU	Form Outlet Box Walls (35)	0%	05-21-23	05-21-23	08-04-23	08-04-23		35	Form Outlet Box Walls (35)
3501FCU	Form Trough Walls (35)	0%	05-21-23	05-21-23	08-04-23	08-04-23		35	Form Trough Walls (35)
3501FCU	Install Rebar Walls (35)	0%	05-21-23	05-21-23	08-15-23	08-15-23		35	Install Rebar Walls (35)

■ Actual Work
 ■ Remaining Work
 ◆ Critical Remaining ...
 ◆ Milestone

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Activity ID	Activity Name	Actual	Original	Early Start	Early Finish	Task Start	Task Finish	Flow
2030CAL	Install Rebar Slab (20)	0%	3	10-21-24	10-24-24	05-08-23	05-12-23	-291
2030CAL	Pour Slab (20)	0%	3	10-24-24	10-26-24	05-11-23	05-15-23	-291
2030CAL	Form Walls (20)	0%	3	10-29-24	11-01-24	05-16-23	05-20-23	-291
2030CAL	Install 14" PPI w/ FRP Pipe	0%	3	11-01-24	11-03-24	05-18-23	05-22-23	-291
2030CAL	Install Rebar Walk (20)	0%	3	11-06-24	11-08-24	05-21-23	05-25-23	-291
2030CAL	Pour Walls (20)	0%	3	11-06-24	11-11-24	05-23-23	05-28-23	-291
2030CAL	Install Trough (20)	0%	3	11-11-24	11-14-24	05-25-23	05-30-23	-291
2030CAL	Install Grating (20)	0%	10	11-14-24	11-25-24	05-28-23	06-13-23	-291
2030CAL	Install Rebar at Trough (20)	0%	3	11-14-24	11-16-24	05-29-23	06-02-23	-291
2030CAL	Pour Slab at Trough (20)	0%	5	11-16-24	11-26-24	05-30-23	06-14-23	-291
2030CAL	Install Handrails (20)	0%	10	11-26-24	12-10-24	06-03-23	06-27-23	-271
2030CAL	Install Effluent Trough (20)	0%	10	11-26-24	12-10-24	06-03-23	06-27-23	-291
2030CAL	Install Clarifier Equipment (20)	0%	15	12-10-24	12-31-24	06-03-23	06-27-23	-291
2030CAL	Install Electrical Control Devices (20)	0%	10	12-31-24	01-14-25	11-27-23	12-08-23	-266
2030CAL	Site Piping Connections to Structure (20)	0%	15	12-31-24	01-21-25	11-20-23	12-06-23	-291
2030CAL	Painting (20)	0%	5	12-31-24	01-07-25	12-04-23	12-08-23	-281
2030CAL	Primary Clarifier 344 Start-up Testing Equipment Devices (20)	0%	15	01-21-25	02-11-25	12-11-23	12-29-23	-291
EXCESS FLOW SPLITTER STRUCTURE (65)								
565DFW	Temporary RMG Cross Connection	0%	2	05-19-23	05-25-23	05-19-23	05-20-23	87
565DFW	Excess Flow Splitter Structure Excavation (55)	0%	3	05-23-23	05-25-23	05-21-23	05-25-23	87
565DFW	Place Stone (55)	0%	2	05-26-23	05-26-23	05-26-23	05-27-23	87
565DFW	Form Base Slab (55)	0%	2	05-30-23	05-31-23	05-28-23	05-29-23	87
565DFW	Install Rebar Base Slab (55)	0%	2	05-31-23	05-31-23	05-29-23	05-30-23	87
565DFW	Pour Base Slab (55)	0%	1	05-05-23	05-05-23	10-04-23	10-04-23	87
565DFW	Form Walls (55)	0%	5	05-06-23	05-12-23	10-05-23	10-11-23	87
565DFW	Install Rebar Walk (55)	0%	3	05-13-23	05-15-23	10-12-23	10-16-23	87
565DFW	Pour Walls (55)	0%	1	05-16-23	05-16-23	10-17-23	10-17-23	87
565DFW	Install Gates/Walls (55)	0%	5	05-19-23	05-25-23	10-18-23	10-24-23	87
565DFW	Site Piping Connections to Structure (55)	0%	2	05-19-23	05-23-23	11-01-23	11-07-23	87
565DFW	Backfill (55)	0%	1	05-26-23	05-27-23	11-01-23	11-07-23	87
565DFW	Form Star Foundation (55)	0%	1	05-26-23	05-26-23	12-11-23	12-11-23	120
565DFW	Install Rebar Star Foundation (55)	0%	1	05-28-23	05-28-23	12-12-23	12-12-23	119
565DFW	Pour Star Foundation (55)	0%	1	05-29-23	05-29-23	12-13-23	12-13-23	119
565DFW	Install Supports/Grating/Handrails/Alum Stairs (55)	0%	3	07-17-23	07-20-23	12-14-23	12-14-23	119
565DFW	Install Electric Control Devices (55)	0%	5	07-20-23	07-27-23	11-01-23	11-07-23	73
565DFW	Excess Flow Splitter Start-up Testing System (55)	0%	3	07-27-23	08-01-23	11-06-23	11-16-23	73
565DFW	Excess Flow Splitter Structure Complete (55)	0%	1	08-01-23	08-02-23	12-15-23	12-15-23	97
EXCESS FLOW CLARIFIERS NO 1 & 2 (60)								
601DFLU	Excess Flow Clarifiers 1 & 2 Owner Take Out of Service (60)	0%	5	10-18-24	10-25-24	05-28-23	11-12-23	-299
601DFLU	Cap Existing Trough and Plug Openings with Concrete (90)	0%	15	10-25-24	11-15-24	05-28-23	06-01-23	-299
601DFLU	Install Walls & Baffles (60)	0%	15	11-15-24	12-06-24	05-25-23	10-13-23	-299
601DFLU	Prepare & Paint Clarifier Equipment (60)	0%	15	12-06-24	12-27-24	10-16-23	11-03-23	-299
601DFLU	Excess Flow Clarifiers 1 & 2 In Service (60)	0%	5	12-27-24	01-09-25	11-06-23	11-16-23	-299
EXCESS FLOW CLARIFIER NO 3 (60)								
602DFLU	Excess Flow Clarifiers 3 Owner Take Out of Service (60)	0%	5	01-03-25	01-10-25	11-15-23	12-29-23	-299
602DFLU	Install Walls & Baffles (60)	0%	10	01-10-25	01-24-25	11-20-23	12-01-23	-299
602DFLU	Prepare & Paint Clarifier Equipment (60)	0%	15	01-24-25	02-14-25	12-04-23	12-22-23	-299
602DFLU	Excess Flow Clarifiers 3 In Service (60)	0%	5	02-14-25	02-21-25	12-25-23	12-29-23	-299
FIRST FLUSH HOLDING TANKS 1 & 2 (57)								
571RST	First Flush Tanks 1 & 2 Owner Take Out of Service (57)	0%	10	01-03-25	01-17-25	11-27-23	12-08-23	-289
571RST	Demolition/Removals (57)	0%	10	01-17-25	01-31-25	12-11-23	12-22-23	-289
571RST	Site Piping Connections to Structure (57)	0%	5	01-17-25	01-24-25	12-18-23	12-26-23	-284
571RST	First Flush Tanks 1 & 2 In Service (57)	0%	5	01-31-25	02-07-25	12-25-23	12-29-23	-289
CHEMICAL PHOSPHORUS REMOVAL BUILDING (90)								
90CHEM	Chemical Phosphorus Removal Bldg Owner Take Out of Service (90)	0%	5	05-14-24	05-21-24	05-07-23	05-11-23	-224
90CHEM	Demolition/Removals Excl. Chemical Phos Removal Bldg (90)	0%	15	05-21-24	07-12-24	05-14-23	05-21-23	-224
90CHEM	Install Rebar Slab at Containment (90)	0%	10	07-12-24	07-26-24	05-04-23	05-15-23	-224
90CHEM	Pour Slab at Containment (90)	0%	1	07-26-24	07-29-24	05-18-23	05-18-23	-224
90CHEM	Install Meshery Wall (90)	0%	3	07-29-24	08-01-24	05-19-23	05-21-23	-224
90CHEM	Install Trench/Supports (90)	0%	5	08-01-24	08-09-24	05-22-23	05-29-23	-224
90CHEM	Form Containment Wall (90)	0%	3	08-09-24	08-13-24	05-29-23	10-03-23	-224
90CHEM	Install Rebar at Containment Wall (90)	0%	2	08-13-24	08-15-24	10-04-23	10-05-23	-224
90CHEM	Pour Containment Wall (90)	0%	1	08-15-24	08-15-24	10-05-23	10-05-23	-224
90CHEM	Install Ladder/Grating/Misc Metals (90)	0%	5	08-16-24	08-25-24	10-09-23	10-13-23	-224
90CHEM	Install Fire Protection System (90)	0%	10	08-25-24	09-06-24	10-16-23	10-27-23	-224
90CHEM	Install RMV System (90)	0%	10	08-25-24	09-06-24	10-16-23	10-27-23	-224
90CHEM	Install Process Piping (90)	0%	10	08-25-24	09-06-24	10-16-23	10-27-23	-224

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■ Actual Work
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Activity ID	Activity Name	Actual %	Original %	Early Start	Early Finish	Late Start	Late Finish	Start	Finish
90CHEM1	Install Plumbing System (90)	0%	10	06-23-24	06-06-24	11-26-23	12-01-23	-199	-199
90CHEM1	Install Electrical Controls SCADA/Devices (90)	0%	15	06-06-24	06-27-24	10-30-23	11-17-23	-224	-224
90CHEM1	Painting (90)	0%	10	09-27-24	10-11-24	11-20-23	12-01-23	-224	-224
90CHEM1	Chemical Phosphorus Removal Bldg Start-up Testing (90)	0%	10	10-11-24	10-25-24	12-04-23	12-15-23	-224	-224
90CHEM1	Chemical Phosphorus Removal Bldg Complete (90)	0%	10	10-25-24	11-08-24	12-18-23	12-29-23	-224	-224
CLOSEOUT									
PC1030	Punches/Glansons	0%	87	02-21-25	07-06-25	12-20-23	05-19-24	-229	-229
PC1020	Substantial Completion (December 31, 2023)	0%	0	02-21-25	02-21-25	01-01-24	05-14-24	-299	-299
PC1000	Final Completion (May 15, 2024)	0%	0	07-06-25	07-06-25	12-29-23	05-14-24	-299	-299



INVOICE

For questions regarding your invoice please contact our billing department:
 E-mail: ariesbilling@ariesbuildings.com
 Phone: 281-448-2800

Invoice #	Amount Due	Due Date
286552	298.00	02/12/2023
PO #		Amount Enclosed
1400-6090075		
Please remit payment to:		
Aries Building Systems, LLC		
P.O. Box 95507		
Chicago, IL 60694-5507		

Billed to:

JOSEPH J. HENDERSON & SON, INC.
 4288 Old Grand Avenue
 Gurnee, IL 60031

Delivered to:

JOSEPH J. HENDERSON & SON, INC.
 1150 Bittersweet Dr
 Bartlett, IL 60103

 Please detach and return top portion with your payment to ensure proper credit to your account. Thank you.

INVOICE

Aries Building Systems, LLC
P.O. Box 95507
Chicago, IL 60694-5507

Invoice Date: 01/12/2023
Invoice #: 286552
Due Date: 02/12/2023
Customer #: 29382
PO #: 1400-6090075

Federal ID # 46-1177375 The buyer agrees to pay all applicable state and municipal taxes on this transaction.

Billing Term	Description	Amount
Lease #:4222		
02/01/2023 thru 02/28/2023	Rent: Mobile Office 12x56, Complex 8052 SN: 6090075	268.00
02/01/2023 thru 02/28/2023	TOILET-STANDARD	30.00
		298.00
	Personal Property Expense:	
	Total:	298.00

INVOICE

For questions regarding your invoice please contact our billing department:
 E-mail: ariesbilling@ariesbuildings.com
 Phone: 281-448-2800

Invoice #	Amount Due	Due Date
286553	298.00	02/12/2023
PO #		Amount Enclosed
1400-6007706		
Please remit payment to:		
Aries Building Systems, LLC		
P.O. Box 95507		
Chicago, IL 60694-5507		

Billed to:

JOSEPH J. HENDERSON & SON, INC.
 4288 Old Grand Avenue
 Gurnee, IL 60031

Delivered to:

JOSEPH J. HENDERSON & SON, INC.
 1150 Bittersweet Dr
 Bartlett, IL 60103

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INVOICE

Aries Building Systems, LLC
P.O. Box 95507
Chicago, IL 60694-5507

Invoice Date: 01/12/2023
Invoice #: 286553
Due Date: 02/12/2023
Customer #: 29382
PO #: 1400-6007706

Federal ID # 46-1177375 The buyer agrees to pay all applicable state and municipal taxes on this transaction.

Billing Term	Description	Amount
Lease #:4225		
02/01/2023 thru 02/28/2023	Rent: Mobile Office 12x56, Complex 8319 SN: 6007706	268.00
02/01/2023 thru 02/28/2023	TOILET-STANDARD	30.00
		298.00
	Personal Property Expense:	
	Total:	298.00



For questions regarding your invoice please contact our billing department:
 E-mail: ariesbilling@ariesbuildings.com
 Phone: 281-448-2800

INVOICE

Invoice #	Amount Due	Due Date
286627	248.00	02/12/2023
PO #		Amount Enclosed
1341-00 / 1400-6006608		
Please remit payment to:		
Aries Building Systems, LLC		
P.O. Box 95507		
Chicago, IL 60694-5507		

Billed to:

JOSEPH J. HENDERSON & SON, INC.
 4288 Old Grand Avenue
 Gurnee, IL 60031

Delivered to:

JOSEPH J. HENDERSON & SON, INC.
 1150 Bittersweet Dr
 Bartlett, IL 60103

 Please detach and return top portion with your payment to ensure proper credit to your account. Thank you.

INVOICE



Aries Building Systems, LLC
P.O. Box 95507
Chicago, IL 60694-5507

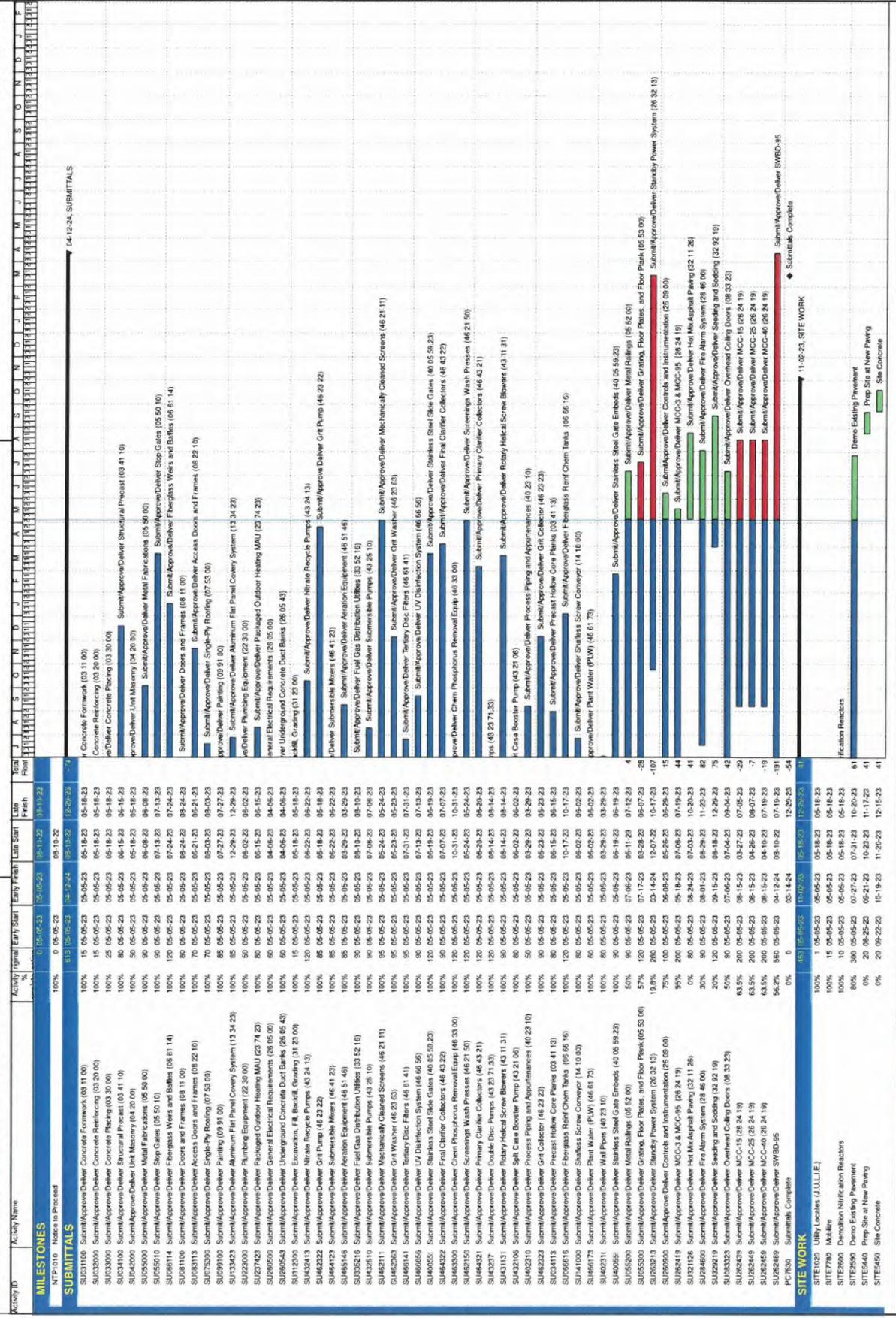
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Invoice #: 286627
Due Date: 02/12/2023
Customer #: 29382
PO #: 1341-00 / 1400-6006608

Federal ID # 46-1177375 The buyer agrees to pay all applicable state and municipal taxes on this transaction.

Billing Term	Description	Amount
Lease #:4530		
02/01/2023 thru 02/28/2023	Rent: Mobile Office 12x56, Step 26071 SN: JS128	19.00
02/01/2023 thru 02/28/2023	Rent: Mobile Office 12x56, Step 26072 SN: JS129	19.00
02/01/2023 thru 02/28/2023	Rent: Mobile Office 12x56, Complex 8309 SN: 6006608	210.00
		248.00
	Personal Property Expense:	
	Total:	248.00

1400 - Bittersweet Water Reclamation Improvements Time

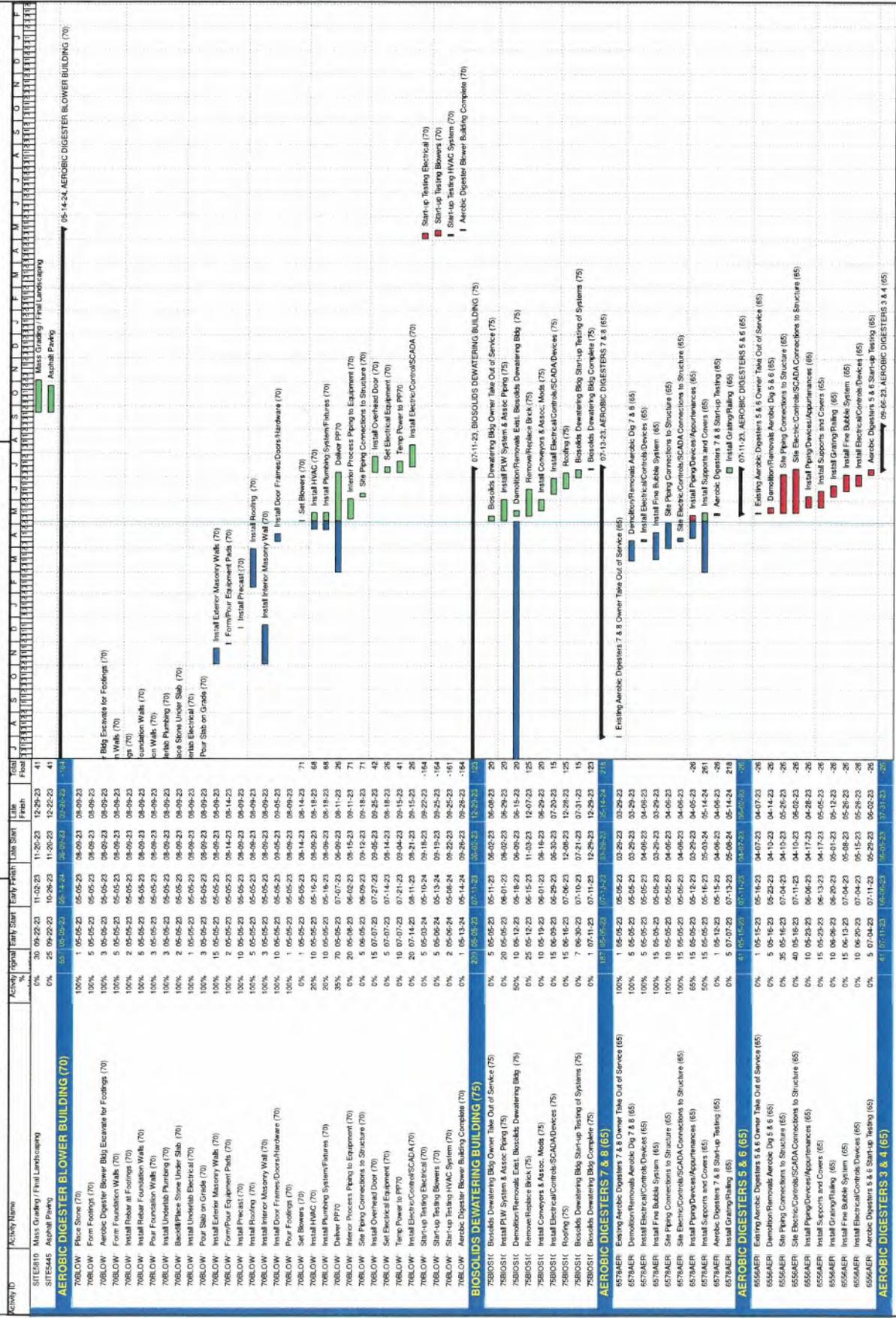
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█ Actual Work
 █ Remaining Work
 █ Critical Remaining ...
 ◆ Milestone

1400 - Bittersweet Water Reclamation Improvements Time

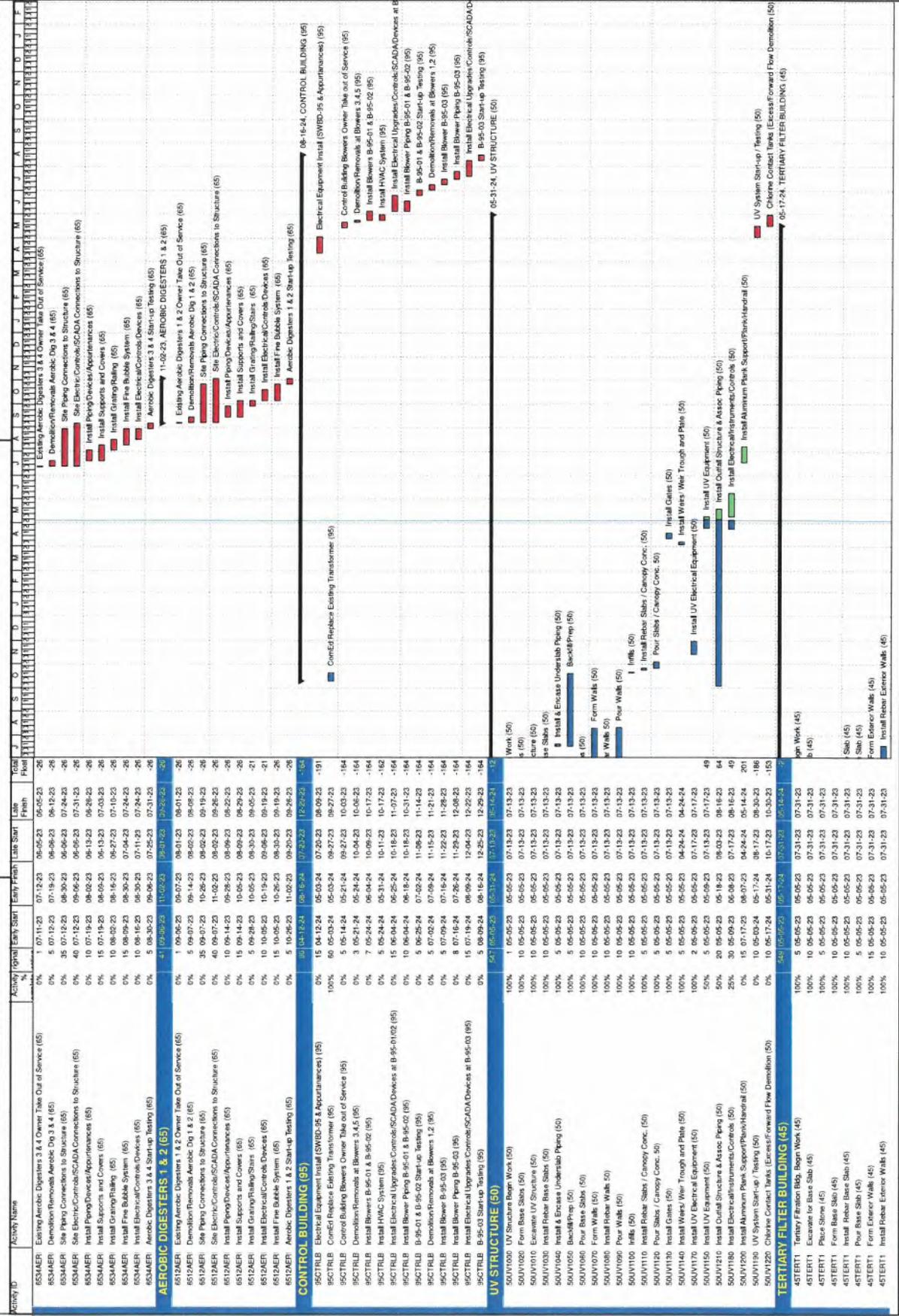
05-23-23 14:50



█ Actual Work
 █ Critical Remaining ...
 █ Remaining Work
 ◆ Milestone

1400 - Bittersweet Water Reclamation Improvements Time

05-23-23 14:50

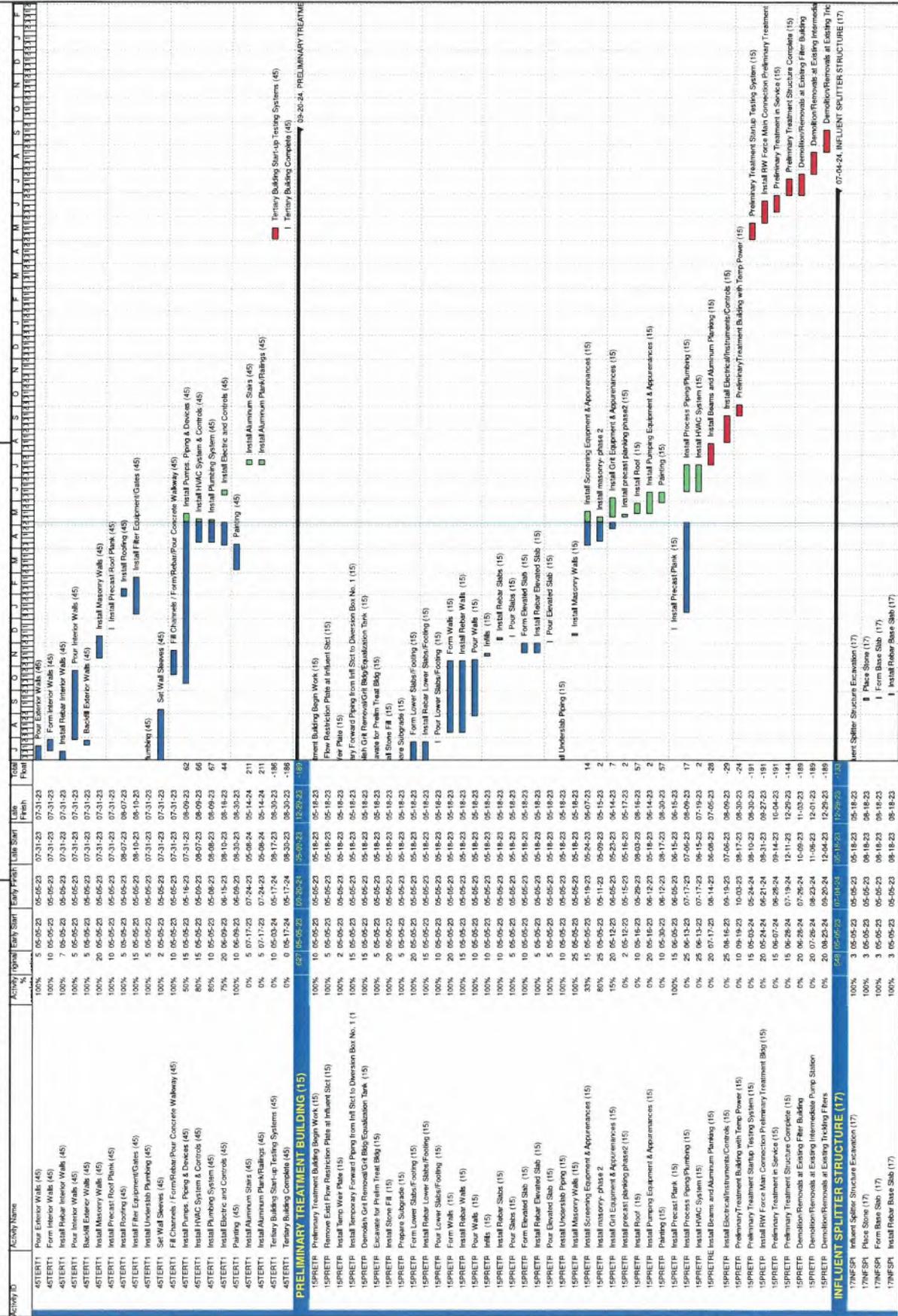


Actual Work Remaining ...

Remaining Work Milestone

1400 - Bittersweet Water Reclamation Improvements Time

05-23-23 14:50



■ Actual Work
 ■ Remaining Work
 ◆ Critical Remaining
 ◆ Milestone

1400 - Bittersweet Water Reclamation Improvements Time

05-23-23 14:50

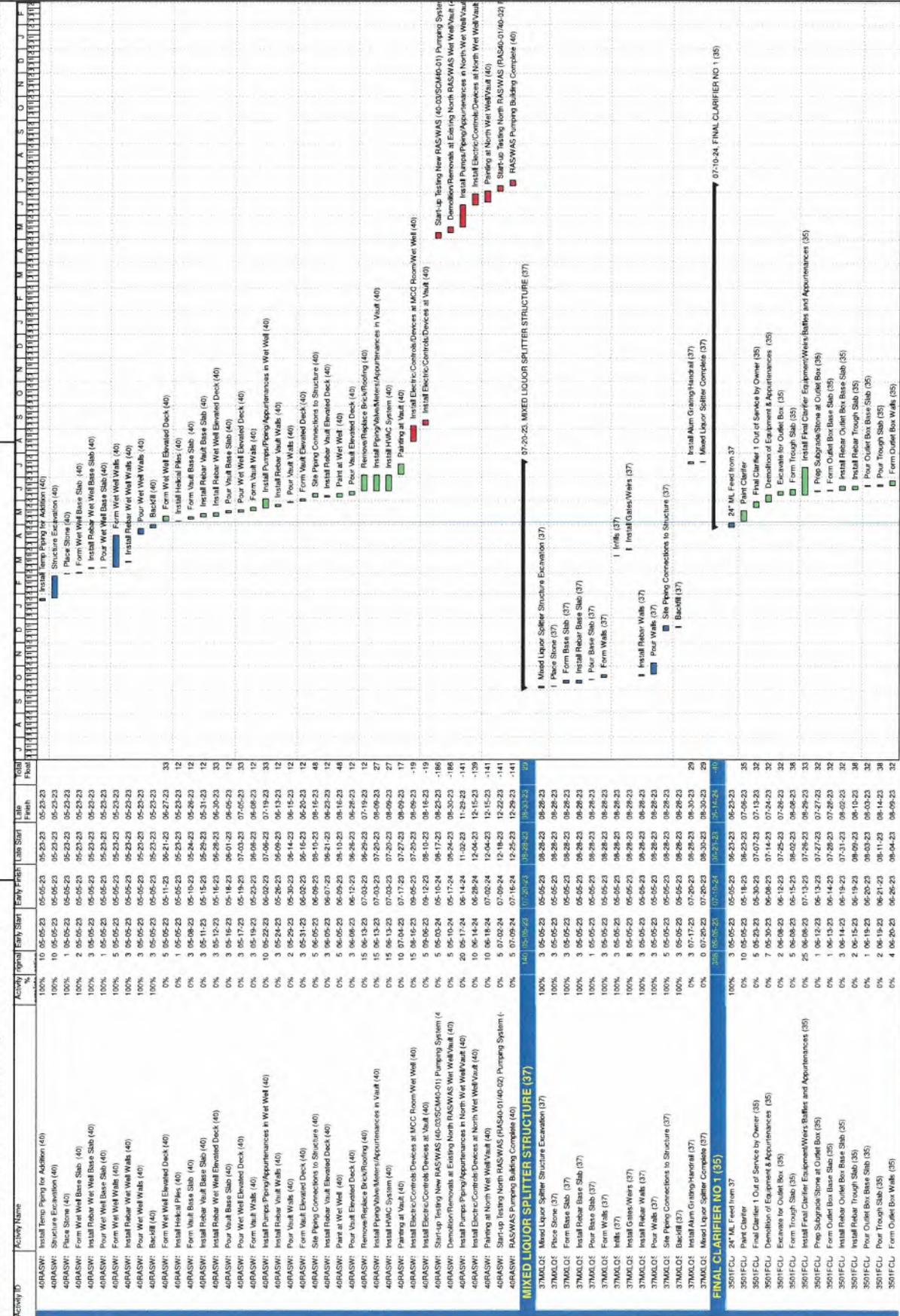
Activity ID	Activity Name	Actual	Original	Early Start	Early Finish	Sub Start	Sub Finish	Est. Fluid	Calendar
17NFSP1	Pour Base Slab (17)	100%	3	05-05-23	05-05-23	05-19-23	05-19-23	05-19-23	05-19-23
17NFSP1	Form Walls (17)	100%	3	05-05-23	05-05-23	05-19-23	05-19-23	05-19-23	05-19-23
17NFSP1	Install Rebar Elevated Slab (17)	100%	3	05-05-23	05-05-23	05-19-23	05-19-23	05-19-23	05-19-23
17NFSP1	Pour Elevated Slab (17)	100%	3	05-05-23	05-05-23	05-19-23	05-19-23	05-19-23	05-19-23
17NFSP1	Install Gates/Wells (17)	100%	3	05-05-23	05-05-23	05-19-23	05-19-23	05-19-23	05-19-23
17NFSP1	Pour Walls (17)	100%	3	05-05-23	05-05-23	05-19-23	05-19-23	05-19-23	05-19-23
17NFSP1	Site Piping Connections to Structure PRI - PRF (17)	100%	3	05-05-23	05-05-23	05-19-23	05-19-23	05-19-23	05-19-23
17NFSP1	Install Aluminum Plank/Handrail (17)	0%	3	07-20-23	07-20-23	08-25-23	08-25-23	08-25-23	08-25-23
17NFSP1	Install Electric/Control Devices (17)	0%	3	07-20-23	07-20-23	08-25-23	08-25-23	08-25-23	08-25-23
17NFSP1	Install Sphlter, Snd Start-Up Testing System (17)	0%	3	07-25-23	07-25-23	08-25-23	08-25-23	08-25-23	08-25-23
17NFSP1	Connect PRF to Influent Sphlter Structure (17)	0%	2	06-29-24	07-02-24	12-29-23	12-27-23	-133	06-29-24
17NFSP1	Influent Sphlter Structure Complete (17)	0%	2	07-02-24	07-02-24	12-29-23	12-29-23	-133	07-02-24
PRIMARY SLUDGE PUMPING BUILDING (25)									
25PRSP1L	Primary Sludge Pumping Building Start Work (25)	100%	0	05-05-23	05-05-23	05-19-23	05-19-23	05-19-23	05-19-23
25PRSP1L	Excavate at Sludge Pump Bldg (25)	100%	10	05-05-23	05-05-23	05-19-23	05-19-23	05-19-23	05-19-23
25PRSP1L	Form Walls (25)	100%	10	05-05-23	05-05-23	05-19-23	05-19-23	05-19-23	05-19-23
25PRSP1L	Install Rebar Walls (25)	100%	10	05-05-23	05-05-23	05-19-23	05-19-23	05-19-23	05-19-23
25PRSP1L	Install Underdrain Pumping (25)	100%	5	05-05-23	05-05-23	05-19-23	05-19-23	05-19-23	05-19-23
25PRSP1L	Backfill/Pave Stone Under Slab (25)	100%	10	05-05-23	05-05-23	05-19-23	05-19-23	05-19-23	05-19-23
25PRSP1L	Pour Base Slab (25)	100%	5	05-05-23	05-05-23	05-19-23	05-19-23	05-19-23	05-19-23
25PRSP1L	Form Base Slab (25)	100%	5	05-05-23	05-05-23	05-19-23	05-19-23	05-19-23	05-19-23
25PRSP1L	Install Rebar Base Slab (25)	100%	5	05-05-23	05-05-23	05-19-23	05-19-23	05-19-23	05-19-23
25PRSP1L	Form Elevated Deck/Beams (25)	100%	10	05-05-23	05-05-23	05-19-23	05-19-23	05-19-23	05-19-23
25PRSP1L	Rebar Elevated Deck/Beams (25)	100%	10	05-05-23	05-05-23	05-19-23	05-19-23	05-19-23	05-19-23
25PRSP1L	Pour Elevated Deck/Beams (25)	100%	5	05-05-23	05-05-23	05-19-23	05-19-23	05-19-23	05-19-23
25PRSP1L	Form Elevated Deck/Beams (25)	100%	5	05-05-23	05-05-23	05-19-23	05-19-23	05-19-23	05-19-23
25PRSP1L	Install Lower Masonry Wall (25)	100%	5	05-05-23	05-05-23	05-19-23	05-19-23	05-19-23	05-19-23
25PRSP1L	Set Primary Sludge Pumps (25)	100%	5	05-05-23	05-05-23	05-14-23	05-14-23	05-14-23	05-14-23
25PRSP1L	Install Process Piping/Associated Devices (25)	100%	15	05-05-23	05-05-23	05-14-23	05-14-23	05-14-23	05-14-23
25PRSP1L	Install Upper Masonry Walls (25)	100%	25	05-05-23	05-05-23	05-07-23	05-07-23	05-07-23	05-07-23
25PRSP1L	Set Conc. Precast Panels (25)	100%	10	05-05-23	05-05-23	05-07-23	05-07-23	05-07-23	05-07-23
25PRSP1L	Site Piping Connections to Structure (25)	100%	10	05-05-23	05-05-23	05-24-23	05-24-23	05-24-23	05-24-23
25PRSP1L	Install Roofing (25)	100%	10	05-05-23	05-05-23	05-07-23	05-07-23	05-07-23	05-07-23
25PRSP1L	Install HVAC System (25)	100%	15	05-05-23	05-05-23	05-14-23	05-14-23	05-14-23	05-14-23
25PRSP1L	Install Scum Wet Well Valve/Pipe/Appurtenances (25)	100%	20	05-05-23	05-05-23	05-24-23	05-24-23	05-24-23	05-24-23
25PRSP1L	Install Stairs (25)	0%	10	07-07-23	07-20-23	08-19-23	08-29-23	08-29-23	08-29-23
25PRSP1L	Install Doors (25)	100%	5	07-20-23	07-20-23	08-24-23	08-24-23	08-24-23	08-24-23
25PRSP1L	Painting (25)	100%	5	07-20-23	07-20-23	08-31-23	08-31-23	08-31-23	08-31-23
25PRSP1L	Set Electrical Equipment (25)	0%	5	06-16-23	06-22-23	06-07-23	06-14-23	06-14-23	06-14-23
25PRSP1L	Install Electric/Controls (25)	0%	15	06-23-23	06-41-23	06-14-23	06-23-23	06-23-23	06-23-23
25PRSP1L	Primary Sludge Pump Bldg Start-Up Testing Systems (25)	0%	5	05-03-24	05-19-24	05-24-23	05-20-23	05-20-23	05-20-23
PRIMARY CLARIFIERS NO 1 & NO 2 (20)									
20PRCL1A	Excit Clarifiers 1 & 2 Owner Take Out of Service (20)	100%	5	05-05-23	05-05-23	05-20-23	05-20-23	05-20-23	05-20-23
20PRCL1A	Demolition/Removals at Existing (20)	100%	15	05-05-23	05-05-23	05-20-23	05-20-23	05-20-23	05-20-23
20PRCL1A	Prep Subgrade (20)	100%	3	05-05-23	05-05-23	07-13-23	07-13-23	07-13-23	07-13-23
20PRCL1A	Form Slab (20)	100%	3	05-05-23	05-05-23	07-13-23	07-13-23	07-13-23	07-13-23
20PRCL1A	Install Rebar Slab (20)	100%	3	05-05-23	05-05-23	07-13-23	07-13-23	07-13-23	07-13-23
20PRCL1A	Pour Slab (20)	100%	3	05-05-23	05-05-23	07-13-23	07-13-23	07-13-23	07-13-23
20PRCL1A	Form Walls (20)	100%	15	05-05-23	05-05-23	07-13-23	07-13-23	07-13-23	07-13-23
20PRCL1A	Install Rebar Walls (20)	100%	3	05-05-23	05-05-23	07-13-23	07-13-23	07-13-23	07-13-23
20PRCL1A	Pour Walls (20)	100%	3	05-05-23	05-05-23	07-13-23	07-13-23	07-13-23	07-13-23
20PRCL1A	Install 14" PRI 8' PPS Pipe Stiles (20)	100%	3	05-05-23	05-05-23	07-13-23	07-13-23	07-13-23	07-13-23
20PRCL1A	Install Trough (20)	100%	3	05-05-23	05-05-23	06-20-23	06-20-23	06-20-23	06-20-23
20PRCL1A	Install Rebar at Trough (20)	100%	3	05-05-23	05-05-23	06-20-23	06-20-23	06-20-23	06-20-23
20PRCL1A	Pour Slab at Trough (20)	100%	3	05-05-23	05-05-23	06-20-23	06-20-23	06-20-23	06-20-23
20PRCL1A	Form Effluent Trough Wall (20)	100%	3	05-05-23	05-05-23	06-20-23	06-20-23	06-20-23	06-20-23
20PRCL1A	Form Effluent Trough Wall (20)	100%	3	05-05-23	05-05-23	06-20-23	06-20-23	06-20-23	06-20-23
20PRCL1A	Install Rebar at Effluent Trough (20)	100%	3	05-05-23	05-05-23	06-20-23	06-20-23	06-20-23	06-20-23
20PRCL1A	Pour Wall at Effluent Trough (20)	100%	3	05-05-23	05-05-23	06-20-23	06-20-23	06-20-23	06-20-23
20PRCL1A	Install Primary Clarifier Equipment (20)	100%	15	05-05-23	05-05-23	06-20-23	06-20-23	06-20-23	06-20-23
20PRCL1A	Install Effluent Trough (20)	0%	10	05-05-23	05-19-23	07-27-23	07-27-23	07-27-23	07-27-23
20PRCL1A	Install Grating (20)	0%	10	07-17-23	07-31-23	07-13-23	08-09-23	08-09-23	08-09-23
20PRCL1A	Install Handrails (20)	0%	10	07-31-23	08-14-23	07-27-23	08-09-23	08-09-23	08-09-23
20PRCL1A	Site Piping Connections to Structure (20)	0%	10	07-31-23	08-14-23	08-19-23	08-23-23	08-23-23	08-23-23
20PRCL1A	Painting (20)	0%	10	06-14-23	06-26-23	05-19-23	05-20-23	05-20-23	05-20-23
20PRCL1A	Install Electrical/Control Devices (20)	0%	5	05-03-24	05-19-24	05-24-23	05-20-23	05-20-23	05-20-23

Legend:
█ Actual Work
█ Remaining Work
█ Critical Remaining ...
◆ Milestone

Page 5 of 10

1400 - Bittersweet Water Reclamation Improvements Time

05-23-23 14:50



■ Actual Work
 ■ Remaining Work
 ◆ Critical Remaining
 ◆ Milestone

1400 - Bittersweet Water Reclamation Improvements Time

05-23-23 14:50

Activity ID	Activity Name	Activity %	Overall %	Est. Start	Early Finish	Lab. Start	Lab. Finish	Total Float
3501FCLU	Form Trough Walk (35)	0%	4	06-21-23	06-27-23	06-15-23	06-18-23	38
3501FCLU	Install Rebar Trough Walk (35)	0%	4	06-21-23	06-15-23	06-15-23	06-15-23	38
3501FCLU	Install Rebar Trough Walk (35)	0%	2	06-27-23	06-29-23	06-21-23	06-22-23	38
3501FCLU	Touch-up Paint Painting (35)	0%	5	06-29-23	07-03-23	05-13-24	05-14-24	206
3501FCLU	Pour Walk (35)	0%	2	06-30-23	07-04-23	06-16-23	06-17-23	32
3501FCLU	Install at Outlet Box (35)	0%	2	07-04-23	07-06-23	06-25-23	06-24-23	35
3501FCLU	Site Piping Connection to Structure (35)	0%	5	07-04-23	07-11-23	06-18-23	06-29-23	32
3501FCLU	Install Star End and Stair (35)	0%	3	07-11-23	07-13-23	06-25-23	06-29-23	33
3501FCLU	Install Electrical/Control Devices (35)	0%	3	07-11-23	07-14-23	06-25-23	06-29-23	32
3501FCLU	Start-up Testing of Final Clarifier 1 (35)	0%	15	07-14-23	08-04-23	06-30-23	06-19-23	32
3501FCLU	Permanent Piping & Final Clarifier 1 in Operation (35)	0%	5	08-04-23	08-11-23	06-20-23	06-26-23	32
3501FCLU	Final Clarifier 1 Complete (35)	0%	1	07-09-24	07-10-24	12-29-23	12-29-23	-137
3501FCLU	Final Clarifier 1 Complete (35)	0%	0	07-10-24	07-10-24	12-29-23	12-29-23	-137
3502FCLU	24" M. lead from 37	100%	25	05-15-24	05-15-24	05-15-24	05-15-24	2
3502FCLU	Final Clarifier 2 Owner Take Out of Service (35)	0%	3	05-05-23	05-05-23	06-18-23	06-18-23	32
3502FCLU	Demolition of Equipment & Apparatus (35)	0%	7	06-18-23	06-29-23	10-04-23	10-12-23	32
3502FCLU	Excavate for Outlet Box (35)	0%	2	08-29-23	08-31-23	11-23-23	11-24-23	61
3502FCLU	Form Trough Walk (35)	0%	4	08-29-23	09-04-23	10-30-23	11-02-23	43
3502FCLU	Install Final Clarifier Equipment/Walks/Raffles and Apparatus (35)	0%	25	08-29-23	10-03-23	10-30-23	11-16-23	32
3502FCLU	Prep Subgrade Stone at Outlet Box (35)	0%	1	08-31-23	09-01-23	11-27-23	11-27-23	61
3502FCLU	Form Outlet Box Base Slab (35)	0%	2	09-01-23	09-04-23	11-29-23	11-29-23	61
3502FCLU	Install Rebar Outlet Box Base Slab (35)	0%	2	09-04-23	09-06-23	11-29-23	11-30-23	61
3502FCLU	Pour Outlet Box Base Slab (35)	0%	3	09-04-23	09-07-23	11-03-23	11-07-23	43
3502FCLU	Form Outlet Box Walk (35)	0%	5	09-07-23	09-14-23	12-01-23	12-11-23	61
3502FCLU	Pour Trough Walk (35)	0%	2	09-07-23	09-11-23	11-08-23	11-08-23	43
3502FCLU	Form Trough Walk (35)	0%	5	09-11-23	09-18-23	11-10-23	11-16-23	43
3502FCLU	Install Rebar Trough Walk (35)	0%	3	09-14-23	09-19-23	12-11-23	12-13-23	61
3502FCLU	Form Trough Walk (35)	0%	5	09-18-23	09-25-23	11-17-23	11-25-23	43
3502FCLU	Pour Walk (35)	0%	1	09-19-23	09-20-23	12-14-23	12-14-23	61
3502FCLU	Install at Outlet Box (35)	0%	1	09-20-23	09-21-23	12-21-23	12-21-23	65
3502FCLU	Site Piping Connection to Structure (35)	0%	5	09-20-23	09-27-23	12-15-23	12-21-23	61
3502FCLU	Pour Trough Walk (35)	0%	1	09-25-23	09-26-23	05-14-24	05-14-24	165
3502FCLU	Install Handrail at Outlet Box (35)	0%	3	09-27-23	10-02-23	05-10-24	05-14-24	161
3502FCLU	Install Star End and Stair (35)	0%	5	10-03-23	10-10-23	11-24-23	11-30-23	37
3502FCLU	Painting (35)	0%	5	10-10-23	10-17-23	11-24-23	11-30-23	32
3502FCLU	Install Electrical/Control Devices (35)	0%	15	10-17-23	11-07-23	12-01-23	12-21-23	32
3502FCLU	Start-up Testing of Final Clarifier 2 (35)	0%	5	05-03-24	05-10-24	12-25-23	12-28-23	-85
3502FCLU	Final Clarifier 2 Complete	0%	1	05-10-24	05-13-24	12-26-23	12-26-23	-85
302AERT	By Pass Existing ML Splitter	100%	47	05-09-23	05-09-23	05-09-23	05-09-23	5
302AERT	Demolition Existing ML Splitter	0%	5	05-05-23	05-16-23	06-23-23	06-23-23	96
302AERT	Aeration Train 2 (Ext 384) Owner Take Out of Service (30)	0%	2	07-20-23	07-24-23	07-27-23	07-28-23	4
302AERT	Demolition/Removals at Train 2 (384) (30)	0%	10	07-24-23	08-07-23	07-31-23	08-11-23	4
302AERT	Excavation at Train 2 Adit (30)	0%	5	07-26-23	08-02-23	08-09-23	08-15-23	9
302AERT	Form Adit Base Slab (30)	0%	5	08-02-23	08-09-23	08-16-23	08-22-23	9
302AERT	Form Int Wall (30)	0%	5	08-07-23	08-14-23	08-14-23	08-18-23	4
302AERT	Install Rebar Adit Base Slab (30)	0%	10	08-09-23	08-29-23	08-23-23	09-05-23	9
302AERT	Install Rebar at Int Wall (30)	0%	10	08-14-23	08-28-23	08-21-23	09-01-23	4
302AERT	Pour Adit Base Slab (30)	0%	3	08-23-23	08-28-23	09-05-23	09-08-23	9
302AERT	Pour Int Wall (30)	0%	5	08-28-23	09-04-23	09-04-23	09-08-23	4
302AERT	Form Adit Wall (30)	0%	10	09-04-23	09-18-23	09-11-23	09-22-23	4
302AERT	Install Rebar at Adit Wall (30)	0%	5	09-16-23	09-25-23	08-25-23	09-29-23	4
302AERT	Pour Adit Wall (30)	0%	5	09-25-23	10-02-23	10-02-23	10-06-23	4
302AERT	Form Elevated Walkway Adit (30)	0%	5	10-02-23	10-09-23	10-09-23	10-13-23	4
302AERT	Install Rebar Elevated Walkway Adit (30)	0%	3	10-09-23	10-12-23	10-16-23	10-18-23	4
302AERT	Pour Elevated Walkway Adit (30)	0%	2	10-12-23	10-16-23	10-19-23	10-20-23	4
302AERT	Install Gates (30)	0%	10	10-16-23	10-30-23	11-03-23	11-03-23	4
302AERT	Install Rafters/Stairs/Grating (30)	0%	3	10-23-23	10-28-23	11-01-23	11-02-23	6
302AERT	Install Merg System (30)	0%	10	10-30-23	11-19-23	11-06-23	11-17-23	4
302AERT	Install Merg System (30)	0%	10	11-13-23	11-22-23	11-20-23	12-01-23	4
302AERT	Install Aeration System (30)	0%	15	11-27-23	12-18-23	12-04-23	12-22-23	4
302AERT	Install Electric/Control Devices (30)	0%	15	11-27-23	12-18-23	12-04-23	12-22-23	4
302AERT	Aeration Train 2 Start-up Testing Systems (30)	0%	5	12-18-23	12-25-23	12-25-23	12-25-23	4
302AERT	Owner Take Out of Service (30)	0%	1	05-10-24	05-13-24	09-08-23	09-08-23	-175

Legend: █ Actual Work █ Critical Remaining ... █ Remaining Work ◆ Milestone

Activity Legend: █ 24" M. lead from 37 █ Final Clarifier 2 Owner Take Out of Service (35) █ Demolition of Equipment & Apparatus (35) █ Excavate for Outlet Box (35) █ Form Trough Walk (35) █ Install Final Clarifier Equipment/Walks/Raffles and Apparatus (35) █ Prep Subgrade Stone at Outlet Box (35) █ Form Outlet Box Base Slab (35) █ Install Rebar Outlet Box Base Slab (35) █ Pour Outlet Box Base Slab (35) █ Form Outlet Box Walk (35) █ Pour Trough Walk (35) █ Form Trough Walk (35) █ Install Rebar Trough Walk (35) █ Pour Trough Walk (35) █ Form Trough Walk (35) █ Install at Outlet Box (35) █ Site Piping Connection to Structure (35) █ Pour Trough Walk (35) █ Install Handrail at Outlet Box (35) █ Install Star End and Stair (35) █ Painting (35) █ Install Electrical/Control Devices (35) █ Start-up Testing of Final Clarifier 2 (35) █ Final Clarifier 2 Complete

Activity Legend: █ By Pass Existing ML Splitter █ Demolition Existing ML Splitter █ Aeration Train 2 (Ext 384) Owner Take Out of Service (30) █ Demolition/Removals at Train 2 (384) (30) █ Excavation at Train 2 Adit (30) █ Form Adit Base Slab (30) █ Form Int Wall (30) █ Install Rebar Adit Base Slab (30) █ Install Rebar at Int Wall (30) █ Pour Adit Base Slab (30) █ Pour Int Wall (30) █ Form Adit Wall (30) █ Install Rebar at Adit Wall (30) █ Pour Adit Wall (30) █ Form Elevated Walkway Adit (30) █ Install Rebar Elevated Walkway Adit (30) █ Pour Elevated Walkway Adit (30) █ Install Gates (30) █ Install Rafters/Stairs/Grating (30) █ Install Merg System (30) █ Install Aeration System (30) █ Install Electric/Control Devices (30) █ Aeration Train 2 Start-up Testing Systems (30) █ Owner Take Out of Service (30)

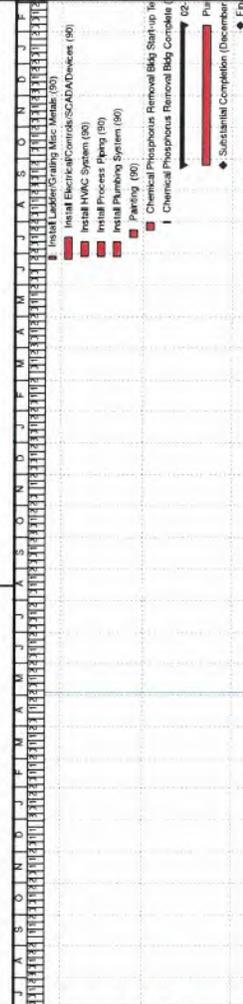
Activity Legend: █ 25/05/23 05:10:24 █ 05-13-24 05:10:24 █ 05-15-24 05:10:24 █ 05-16-24 05:10:24 █ 05-18-23 06:18:23 █ 06-29-23 10:04:23 █ 10-04-23 10:12:23 █ 10-12-23 10:12:23 █ 08-29-23 08:31:23 █ 11-23-23 11:24:23 █ 11-24-23 11:24:23 █ 11-24-23 11:24:23 █ 10-03-23 10:30:23 █ 11-03-23 11:16:23 █ 11-16-23 11:16:23 █ 09-01-23 09:01:23 █ 11-29-23 11:29:23 █ 11-30-23 11:30:23 █ 11-03-23 11:03:23 █ 09-07-23 09:07:23 █ 12-01-23 12:01:23 █ 12-11-23 12:11:23 █ 12-04-23 12:04:23 █ 09-14-23 09:14:23 █ 11-08-23 11:08:23 █ 11-08-23 11:08:23 █ 09-11-23 09:11:23 █ 09-18-23 09:18:23 █ 09-25-23 09:25:23 █ 10-02-23 10:02:23 █ 10-02-23 10:02:23 █ 10-09-23 10:09:23 █ 10-13-23 10:13:23 █ 10-13-23 10:13:23 █ 10-16-23 10:16:23 █ 10-18-23 10:18:23 █ 10-16-23 10:16:23 █ 10-20-23 10:20:23 █ 11-03-23 11:03:23 █ 10-30-23 10:30:23 █ 11-02-23 11:02:23 █ 11-02-23 11:02:23 █ 11-17-23 11:17:23 █ 11-22-23 11:22:23 █ 11-22-23 11:22:23 █ 11-20-23 11:20:23 █ 12-01-23 12:01:23 █ 12-22-23 12:22:23 █ 12-04-23 12:04:23 █ 12-22-23 12:22:23 █ 12-25-23 12:25:23 █ 12-25-23 12:25:23 █ 05-10-24 05:10:24 █ 05-13-24 05:13:24 █ 09-08-23 09:08:23 █ 09-08-23 09:08:23 █ 05-09-23 05:09:23 █ 05-09-23 05:09:23 █ 05-09-23 05:09:23 █ 05-09-23 05:09:23

Activity Legend: █ PRIMARY CLARIFIERS NO 3 & NO 4 (20) █ 2024CLAI Owner Take Out of Service (20)

1400 - Bittersweet Water Reclamation Improvements Time

05-23-23 14:50

Activity ID	Activity Name	Activity %	Overall %	Early Start	Early Finish	Late Start	Late Finish	Total Float
910CHEM1	Install Ladder/Grating Misc Metals (90)	0%	2	06-26-24	06-26-24	11-29-23	11-30-23	-150
910CHEM1	Install Electrical/Controls SCADA/Devices (90)	0%	15	06-26-24	07-17-24	11-24-23	12-14-23	-153
910CHEM1	Install HVAC System (90)	0%	10	06-28-24	07-12-24	12-01-23	12-14-23	-150
910CHEM1	Install Process Piping (90)	0%	10	06-28-24	07-12-24	12-01-23	12-14-23	-150
910CHEM1	Install Plumbing System (90)	0%	10	06-28-24	07-12-24	12-01-23	12-21-23	-145
910CHEM1	Painting (90)	0%	5	07-17-24	07-24-24	12-08-23	12-21-23	-153
910CHEM1	Chemical Phosphorus Removal Bkg Start-Up (90)	0%	5	07-24-24	07-31-24	12-22-23	12-26-23	-153
910CHEM1	Chemical Phosphorus Removal Bkg Complete (90)	0%	1	07-31-24	08-01-24	12-29-23	12-29-23	-153
CLOSEOUT								
PC1000	Punchlist/Closeout	0%	97	09-24-24	02-06-25	01-01-24	05-14-24	-191
PC1020	Substantial Completion (December 31, 2023)	0%	0		09-24-24		12-29-23	-191
PC1000	Final Completion (May 15, 2024)	0%	0		02-06-25		05-14-24	-191



■ Actual Work ■ Critical Remaining ...
■ Remaining Work ◆ Milestone

ESTIMATE SHEET

JOB: 1400-00	CONTRACTOR: JJH	ESTIMATE NO.:
LOCATION: BARTLETT BITTERSWEET WWTP	ENGINEER: SAI	DATE: 06/23/23
ESTIMATOR: BM	CHECKED BY:	BID DATE:

PHASE	DESCRIPTION	QTY.	UNIT	@	MATERIAL/Equipment	HOURS	SUBC/MISC	TOTAL
	TEMPORARY AIR CONNECTION AT 30							-
	Pipefitters	2	DAY	/ 16.00	-	32.00		3,680.00
	Operator	2	DAY	/ 8.00	-	16.00		1,840.00
	Mini Case Excavator	2	DAY	250.00 / 0.00	500.00	-		500.00
	Welder	2	DAY	85.00 / 0.00	170.00	-		170.00
								-
	12" Carbon steel pipe/fittings			/	3,990.96		-	3,990.96
	12" SS Temp air connection flange			/	800.00	-	-	800.00
				/	-	-		-
	TEMPORARY EXCESS FLOW MH/DIVERSION							
	Pipefitter/Laborer	2	DAY	/ 10.00	-	20.00		2,300.00
	Operator	2	DAY	/ 6.00	-	12.00		1,380.00
	Mini Case Excavator	2	DAY	250.00 / 0.00	500.00	-		500.00
	Manhole/Pipe/Misc	1	LS		1,000.00			1,000.00
				/	-			-
				/	-			-
				/	-			-
				/	-			-
				/	-			-
				/	-			-
				/	-			-
					6,960.96	80.00	-	16,160.96
	Composite rate of Operators/Carpenters/Finishers/Laborers					115.00		
				LABOR		9,200.00		
				MATERIAL		6,960.96		
				SUBCONTRACTORS		-		
				SUB-TOTAL		16,160.96		
		16,160.96		15% OH&P JJH		2,424.14		
				TOTAL CHANGE ORDER		18,585.10		



PORTER PIPE & SUPPLY[®]

PARTNERSHIP WITH PURPOSE[®]

Quote: 12595153-00



Addison, Illinois
Indianapolis, Indiana
Chicago, Illinois
Hammond, Indiana
Rockford, Illinois

Phone: 630-543-8145
Phone: 463-207-1500
Phone: 312-347-1600
Phone: 219-844-1900
Phone: 815-506-7476

Fax: 630-543-6830
Fax: 463-207-1501
Fax: 312-347-0255
Fax: 219-844-9045
Fax: 815-280-4799

Entered Date
5/23/23

Promised Date
5/24/23

Requested Date
5/24/23

Printed Time
12:04 PM

Placed By
JASON TWIDDY

Sales Rep In
SLH - Shawn L. Hansen

Sales Rep Out
RZ - Ron Ziss

Expired Date
6/22/23

Customer #
6068

Customer Name
JOSEPH J. HENDERSON &
SON, INC

PO #
QUOTE 1400-00

Bill To
JOSEPH J. HENDERSON & SON, INC
4288 OLD GRAND AVENUE
GURNEE, IL 60031

Ship To
JOSEPH J. HENDERSON & SON, INC
4288 OLD GRAND AVENUE
GURNEE, IL 60031

Correspondence To
Porter Pipe & Supply
PO Box 7051
Carol Stream, IL 60197-7051

Instructions

Ship Point
401 Addison - Porter Pipe

Via
OUR TRUCK

Shipped

Terms
Net 30 Days

Reference
BID

Notes

Line	Product and Description	Order Quantity	Shipped Quantity	Backorder Quantity	Qty UM	List Price	Net Price	Net Amount
1	12ERWI 12 STD .375WL BLK A53 ERW PE IMPORT	63	63	0	FT	0.00	53.68	3,381.84
2	12W90G 12 CS WELD STD LR 90 ELL B16.9 A234 WPB IMP	2	2	0	EA	901.52	233.34	466.68
3	12SOG 12 150 CS FLG RF SLIP-ON B16.5 A105 IMP	1	1	0	EA	362.22	93.76	93.76
4	12NBGZ 12" 150# NBG SET ZINC	1	1	0	EACH	81.12	48.68	48.68

4	Lines Total	Total Shipped	67				Subtotal	3,990.96
							Taxes	0.00
							Total	3,990.96
							Total Weight	3,432

***** All non-stock material is non-cancellable, non-returnable, and freight will apply.**
ALL RETURNED MATERIAL MUST BE ACCOMPANIED WITH A PORTER PIPE RETURN AUTHORIZATION NUMBER FOR CREDIT TO BE ISSUED.
FINANCE CHARGES WILL BE APPLIED TO ALL LATE PAYMENTS.

From all of us at Porter Pipe, we thank you for this order and the opportunity to be your supplier partner!

PROPOSED CHANGE ORDER



Client Address:

CCN # RFCO9_TEMP FEEDER TO PP-70
Date:5/08/23 5/8/2023
Project Name: Bittersweet WWWTP

Work Description

We propose to furnish the labor, materail, equipment, and supervision required for the work associated with installing temporary electric power to New PP-70 from existing 600A spare feeder breaker in Switchgear 1 per scope below:

Connect New PP-70 (6-500MCM and 2-4/0 grounds) feeder cable to existing 600A Frame breaker. One set of 3/500MCM cables will not be used for this temp connection.

PLEASE NOTE: AN ADDER OF \$9,625 WILL NEED TO BE ADDED IF SCAFFOLDING NEEDS TO BE ERECTED UNDERNEATH SWGR 95

Itemized Breakdown

Description	Qty
4" STEEL LOCKNUT	6
4" PLASTIC BUSHING	4
4" GRC STRUT CLAMP	4
4"xCLOSE NIPPLE	1
4" PVC SCH-40	40
CARLON E943N 4" PVC TERMINAL ADAPTER	2
CARLON E940N 4" PVC COUPLING	4
4" PVC 90 ELBOW SCH-40	2
4" PVC 45 ELBOW SCH-40	1
#4/0 XHHW CU	80
#500MCM XHHW CU	240
#500 MCM MECH-LUG	6
3/8 x 2-1/4" WEDGE ANCHOR	16
B22 1-5/8"D 10' GALV SLOT	4
# 4/0 WIRE TERM-POWER	6
# 500 MCM TERM-POWER	18
EXISTING 600A BKR TESTING	1
500MCM 2 PORT POLARIS CONN.	6
4/0 2 PORT POLARIS CONN.	2
TEMP ELECTRIC REMOVAL	1
SWGR OUTAGE - RACK BKR	1
2" HOFFMAN PLUG	1
Totals	446

Summary

MATERIAL

Total Material		4,951.63
FOREMAN	(42.35 Hrs @ \$113.67)	4,813.92
JOURNEYMAN	(42.35 Hrs @ \$103.48)	4,382.38

ORIGINAL

PROPOSED CHANGE ORDER

Summary (Cont'd)

General Expenses		581.52
Overhead	(@ 10.000 %)	1,472.95
Markup	(@ 5.000 %)	810.12

Final Amount **\$17,012.52**

CLIENT ACCEPTANCE

CCN #	RFCO9_TEMP FEEDER TO PP-70
Final Amount:	\$17,012.52
Name:	_____
Date:	_____
Signature:	_____
Change Order #:	_____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

PROPOSED CHANGE ORDER



Client Address:

CCN # RFCO12_TEMP. PWR - MX 30-03 & NRP-30-01
Date:5/08/23 6/20/2023
Project Name: Bittersweet WWWT

Work Description

We propose to furnish the labor, material, equipment, and supervision required for the work associated with Morse RFCO12 to install temp power to MX-30-03 & NPR 30-01 per the following scope:

- install (2) runs of 10/4 SO Cord from MCC-95 overhead to Aeration Tank and ty-wrap to handrail to existing mixer disconnects.
- install (2) runs of Belden 5202FE 16/4 conductor control wire from MCC-95 to Aeration Tank and ty-wrap to handrail to existing mixer disconnects.
- install double strut masts to building to support overhead cables.
- drill into existing disconnects
- all terminations

Itemized Breakdown

Description	Qty
3/4" AL LOCKNUT	8
#10/4C SOW CORD	500
#16- 2P TW-CABLE SHLD	500
3/8 x 2-1/4" WEDGE ANCHOR	6
B26A 1-5/8"D 10' GALV BK/BK	40
# 16 WIRE TERM-POWER	16
# 10 WIRE TERM-POWER	16
INSTALL OH & HR MOUNTED PWR CABLE	1
INSTALL OH & HR MOUNTED CONTROL CABLE	1
DRILL EXISTING DISCONNECTS	2
CGB 394SA CORD GRIP	4
CRH CGB397SA CORD GRIP	4
REMOVE CABLE AND APPERTUNANCES	1
Totals	1,099

Summary

MATERIAL		
Total Material		1,986.11
FOREMAN	(18.45 Hrs @ \$116.83)	2,155.51
JOURNEYMAN	(18.45 Hrs @ \$106.86)	1,971.57
General Expenses		97.02
Overhead	(@ 10.000 %)	621.02
Markup	(@ 5.000 %)	341.56
Final Amount		\$7,172.79

CLIENT ACCEPTANCE

ORIGINAL

PROPOSED CHANGE ORDER

CCN # RFCO12_TEMP. PWR - MX 30-03 & NRP-30-01
Final Amount: \$7,172.79

Name: _____

Date: _____

Signature: _____

Change Order #: _____
I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

PROPOSED CHANGE ORDER



Client Address:

CCN # RFCO8_TEMP FEEDER TO MCC-25
Date: 5/08/23 5/8/2023
Project Name: Bittersweet WWWT

Work Description

We propose to furnish the labor, material, equipment, and supervision required for the work associated with installing temporary electric power to the New MCC-25 from existing plant power., per the scope below.

Connect new MCC 25 200A feeder cable to existing 200A disconnect feeding the City Maintenance Garage. The Maintenance Garage feeder will remain in service.

Itemized Breakdown

Description	Qty
2 1/2" STEEL LOCKNUT	6
2 1/2" PLASTIC BUSHING	1
2 1/2"xCLOSE NIPPLE	1
2 1/2" PVC SCH-40	40
CARLON E943K 2-1/2" PVC TERMINAL ADAPTER	2
CARLON E940K 2-1/2" PVC COUPLING	4
2-1/2" PVC 90 ELBOW SCH-40	2
2-1/2" PVC 45 ELBOW SCH-40	1
CARLON E977KC 2-1/2" PVC 2H CONDUIT CLAMP	8
#2 THHN AL (USE XHHW AL)	56
#4/0 THHN AL (USE XHHW AL)	160
#1/0 DBL MECH LUG	3
3/8 x 2-1/4" WEDGE ANCHOR	16
B22 1-5/8"D 10' GALV SLOT	4
# 1 WIRE TERM-POWER	2
# 4/0 WIRE TERM-POWER	12
4/0 2-PORT POLARIS CONN.	8
TEMP POWER REMOVAL	1
2" HOFFMAN PLUG	1
Totals	328

Summary

MATERIAL

Total Material		826.28
FOREMAN	(20.11 Hrs @ \$113.10)	2,274.44
JOURNEYMAN	(20.11 Hrs @ \$103.48)	2,080.98
General Expenses		551.40
Overhead	(@ 10.000 %)	573.31
Markup	(@ 5.000 %)	315.32

Final Amount

\$6,621.73

ORIGINAL

PROPOSED CHANGE ORDER

CLIENT ACCEPTANCE

CCN # RFCO8_TEMP FEEDER TO MCC-25
Final Amount: \$6,621.73

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

PROPOSED CHANGE ORDER



Client Address:

CCN # RFCO10_TEMP FEED TO MCC-15
Date:5/08/23 5/8/2023
Project Name: Bittersweet WWWT

Work Description

We propose to furnish the labor, materail, equipment, and supervision required for the work associated with installing temporary electric power to New MCC-15 from existing plant power, per the following scope:

Connect New MCC-15 400A (3/500MCM & 1/3 gnd. feeder cable to existing MCC-200A disconnect feeding an out of service blower.

Splice 400A feeder to 200A cable rated for the 200A MCC-2 breaker.

This is only possible if a blower is removed from service due to PP-70 being energized temporarily.

Itemized Breakdown

Description	Qty
2" STEEL LOCKNUT	6
2" PLASTIC BUSHING	4
2"xCLOSE NIPPLE	1
2" PVC SCH-40	50
CARLON E943J 2" PVC TERMINAL ADAPTER	2
CARLON E940J 2" PVC COUPLING	4
2" PVC 90 ELBOW SCH-40	2
2" PVC 45 ELBOW SCH-40	1
CARLON E977JC 2" PVC 2H CONDUIT CLAMP	10
#2 XHHW AL	50
#4/0 XHHW AL	190
3/8 x 2-1/4" WEDGE ANCHOR	20
B22 1-5/8"D 10' GALV SLOT	4
# 1/0 WIRE TERM-POWER	2
# 500 MCM TERM-POWER	6
500MCM 2 PORT POLARIS CONN.	3
TEMP ELECTRIC REMOVAL	1
#1 2 PORT POLARIS CONN.	1
24X24X10 PVC JB	1
2" HOFFMAN PLUG	1
Totals	359

Summary

MATERIAL

Total Material		2,225.83
FOREMAN	(20.10 Hrs @ \$113.67)	2,284.77
JOURNEYMAN	(20.10 Hrs @ \$103.48)	2,079.95
General Expenses		972.39
Overhead	(@ 10.000 %)	756.29
Markup	(@ 5.000 %)	415.96

ORIGINAL

PROPOSED CHANGE ORDER

Summary (Cont'd)

Final Amount

\$8,735.19

CLIENT ACCEPTANCE

CCN # RFCO10_TEMP FEED TO MCC-15
Final Amount: \$8,735.19

Name: _____

Date: _____

Signature: _____

Change Order #: _____
I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

PROPOSED CHANGE ORDER



Client Address:

CCN # RFCO11_TEMP FEED TO MCC-95
Date: 5/08/23 5/8/2023
Project Name: Bittersweet WWWTP

Work Description

We propose to furnish the labor, material, equipment, and supervision required for the work associated with installing temporary electric power to New MCC-95 from existing plant power, per the following scope:

Connect New MCC-95 Main Breaker to the existing MCC-2, 200A disconnect feeding an out of service blower. This will be for start up purposes only and the running of minor loads under 100Amps.
This is only possible if a blower is removed from service due to PP-70 being energized temporarily.

Itemized Breakdown

Description	Qty
2" STEEL LOCKNUT	6
2" PLASTIC BUSHING	4
2"xCLOSE NIPPLE	1
2" PVC SCH-40	60
CARLON E943J 2" PVC TERMINAL ADAPTER	2
CARLON E940J 2" PVC COUPLING	4
2" PVC 90 ELBOW SCH-40	2
2" PVC 45 ELBOW SCH-40	1
CARLON E977JC 2" PVC 2H CONDUIT CLAMP	12
#2 XHHW AL	80
#4/0 XHHW AL	220
3/8 x 2-1/4" WEDGE ANCHOR	24
B22 1-5/8"D 10' GALV SLOT	4
# 1 WIRE TERM-POWER	2
# 4/0 WIRE TERM-POWER	6
4/0 2 PORT POLARIS CONN.	3
TEMP ELECTRIC REMOVAL	1
#1 2 PORT POLARIS CONN.	1
24X24X10 PVC JB	1
2" HOFFMAN PLUG	1
Totals	435

Summary

MATERIAL

Total Material		2,254.75
FOREMAN	(21.51 Hrs @ \$113.67)	2,445.04
JOURNEYMAN	(21.51 Hrs @ \$103.48)	2,225.85
General Expenses		563.93
Overhead	(@ 10.000 %)	748.96
Markup	(@ 5.000 %)	411.93

Final Amount

\$8,650.46

ORIGINAL

PROPOSED CHANGE ORDER

CLIENT ACCEPTANCE

CCN # RFCO11_TEMP FEED TO MCC-95
Final Amount: \$8,650.46

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

RESOLUTION NO. 2023 - _____

**A RESOLUTION APPROVING OF CHANGE ORDER NO. 4 TO THE
CONTRACT BETWEEN THE VILLAGE OF BARTLETT AND
JOSEPH J. HENDERSON & SON, INC. FOR THE BITTERSWEET WATER
RECLAMATION FACILITY IMPROVEMENTS FOR A \$263,909.77
INCREASE IN THE ORIGINAL CONTRACT SUM**

WHEREAS, the Village of Bartlett (the "Village") and Joseph J. Henderson & Son, Inc. (the "Contractor") entered into an Agreement approved by the Village on November 2, 2021, but last signed on and dated November 30, 2021 (the "Contract") for the Bittersweet Water Reclamation Facility Improvements in an original contract amount of \$35,320,000.00 (the "Original Contract Sum"); and

WHEREAS, the Contract was awarded to the Contractor because it was the lowest responsible and responsive bidder for the Project after advertisement for public bids; and

WHEREAS, the Project came in over budget so the Village looked for ways to reduce the cost of the Project by modifying the scope and specifications for the Project, Change Orders No. 1 - 3 resulted in a credit/decrease/reduction in the Original Contract Sum of \$385,297.28; and

WHEREAS, the Village has continued to work with the Contractor to look for additional ways to modify the scope and specifications for the Project to retain the overall quality of the Project, and has come up with a series of additional changes that combined will increase the cost of the Project by \$263,909.77, which are more fully described in Change Order No. 4 which is attached hereto; and

WHEREAS, the proposed change in the scope of the work and specifications may be authorized by a change order to the Contract, provided the Corporate Authorities make a determination in writing that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Contract was signed; (2) the change is germane to the original contract as signed; OR (3) the change order is in the best interest of the unit of local government and authorized by law (720 ILCS 5/33E-9); and

WHEREAS, the decrease in the cost of the Project combining Change Orders No. 1-4 is \$121,387.51; and

WHEREAS, the amended Contract Sum for the Project with Change Orders No. 1-4 is \$35,198,612.49;

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

SECTION ONE: The Board hereby finds and determines that the circumstances necessitating the change in the scope and specifications of the Project included in Change Order No. 4 were not reasonably foreseeable at the time the Contract was signed; that Change Order No. 4 is germane to the original Contract as signed; and/or that Change Order No. 4 is in the best interest of the Village and is authorized by law.

SECTION TWO: That Change Order No. 4 attached hereto, which increases the Original Contract Sum for the Project by \$263,909.77, is hereby approved, and the Village Administrator is hereby authorized and directed to sign Change Order No. 4 on behalf of the Village, making the new Contract Sum, after a "INCREASE" in that amount (and including the previous reductions approved by Change Order No. 1 and No. 3), \$35,198,612.49 (the "Third Amended Contract Sum").

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, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on July 18, 2023 and approved on July 18, 2023 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Strand Associates, Inc.[®]
 910 West Wingra Drive
 Madison, WI 53715
 (P) 608.251.4843
 www.strand.com

July 10, 2023

CHANGE ORDER NO. 4

PROJECT: Bittersweet Water Reclamation Facility Improvements
 OWNER: Village of Bartlett, Illinois
 CONTRACT: 1-2021
 CONTRACTOR: Joseph J. Henderson & Son, Inc.

Description of Change

4a	Provide changes as described in Work Change Directive (WCD) No. 1 issued on December 22, 2022.	ADD	\$0.00
4b	Provide a knox remote power box at Structure 95– Control Building in accordance with WCD No. 2 issued on December 21, 2022.	ADD	\$7,245.48
4c	Provide changes as described in WCD No. 3 issued on June 13, 2023.	ADD	\$0.00
4d	Provide a 4-inch gate valve and additional plant water (PLW) piping. Delete demolition note “Q” and remove new door 95101A from the door schedule in accordance with Cost Proposal Request (CPR) No. 012 issued on October 7, 2022.	(DEDUCT)	(\$72.20)
4e	Remove, relocate, or replace the oxidation-reduction potential (ORP) probe junction boxes in accordance with CPR No. 013 issued on October 7, 2022.	(DEDUCT)	(\$1,795.00)
4f	Change the concrete masonry unit (CMU) skylight curb in accordance with CPR No. 014 issued on December 6, 2022.	ADD	\$1,184.00
4g	Provide ventilation monitoring strobe on the exterior of Structure 15 in accordance with CPR No. 015 issued on December 6, 2022.	ADD	\$4,318.00
4h	Provide additional reinforcement in Structure 30 in accordance with CPR No. 17 issued on January 5, 2023.	ADD	\$6,879.64
4i	Remove the existing and provide new brick at Structure 75. Provide a masonry control joint in accordance with CPR No. 018 issued on March 14, 2023.	ADD	\$18,378.35
4j	Remove the belt filter press control panel and associated conduit. Provide electrical modifications to Structure 75 in accordance with CPR No. 019 issued on March 14, 2023.	ADD	\$29,702.51
4k	Provide 6-inch PW piping near the connection to the existing main in accordance with CPR No. 021 issued on April 24, 2023.	ADD	\$2,860.05

Village of Bartlett, Illinois–Joseph J. Henderson & Son, Inc.
 Contract 1-2021, Change Order No. 4
 Page 2
 July 10, 2023

4l	Provide and field weld a closure plate for the Structure 20 effluent troughs in accordance with Request for Information (RFI) 086 response dated March 21, 2023.	ADD	\$13,909.25
4m	Delete grade beam GB-2 and change to add helical pile foundation to the northeast area of the Structure 40 valve vault as designed by Dunnet Bay Construction in accordance with Helical Anchors submittal dated May 4, 2023.	ADD	\$0.00
4n	Provide primary sludge (PRS) piping near Aerobic Digester Nos. 3 and 4 in accordance with CPR No. 022 issued on May 18, 2023.	ADD	\$32,745.69
4o	Adjust Contract Price and Contract Time related to the switchgear and standby generator delivery delays. Provide the following construction sequencing changes to reduce the schedule impact of the switchgear and standby generator delivery delay: provide temporary air to Aeration Train No. 1 using the existing blowers, provide temporary electrical power for NRP-30-01 and Mixer M-30-03 for temporary operation of Aeration Train No. 1. Provide temporary piping and manhole structure to maintain operation of excess flow with temporary operation of the Influent Splitter Structure (Structure 17) and Excess Flow Splitter Structure (Structure 55). Provide temporary power to the Aerobic Digester Blower Building (Structure 70) for temporary operation of the aerobic digester blowers, ultraviolet disinfection system, and start-up and testing the tertiary disc filter system. Provide temporary power to the Primary Sludge Pumping Building (Structure 25) for temporary operation of Primary Clarifier Nos. 1 and 2. Provide temporary power to the Preliminary Treatment Building (Structure 15) for start-up and testing of equipment. Provide temporary power to the Control Building MCC-95 for start-up and testing of equipment.	ADD	\$148,554.00
TOTAL VALUE OF THIS CHANGE ORDER:		ADD	\$263,909.77

Contract Price Adjustment

Original Contract Price	\$35,320,000.00
Previous Change Order Adjustments	(\$385,297.28)
Adjustment in Contract Price this Change Order	\$263,909.77
Current Contract Price including this Change Order	\$35,198,612.49



Agenda Item Executive Summary

Amendment No. 2 to the Design Services Agreement for the Bittersweet Wastewater Treatment Plant Improvements for Construction Services

Item Name	Committee or Board	Board
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BUDGET IMPACT

Amount:	\$90,000	Budgeted	\$2,922,500
List what fund	Sewer Fund		

EXECUTIVE SUMMARY

Attached please find the second amendment to the design services contract from Strand Associates for the Bittersweet Wastewater Treatment Plant (WWTP) Improvements. This amendment includes the additional construction engineering time required due to the project delays for the WWTP improvements from 23 weeks to 37 weeks. I recommend that the amendment be awarded to Strand Associates, Inc. in the amount of \$90,000.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Amendment #2

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2023-_____, a Resolution Approving Amendment No. 2 to the Engineering Services Agreement Between the Village of Bartlett and Strand Associates, Inc. for the Bittersweet Wastewater Treatment Plant Improvements.

Staff: Dan Dinges, Director of Public Works Date: 07/10/23

Memo

DATE: July 10, 2023

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Amendment No. 2 to the Design Services Agreement for the Bittersweet Wastewater Treatment Plant Improvements for Construction Services

Attached please find the second amendment to the design services contract from Strand Associates for the Bittersweet Wastewater Treatment Plant (WWTP) Improvements. This amendment includes the additional construction engineering time required due to the project delays for the WWTP improvements. I recommend that the amendment be awarded to Strand Associates, Inc. in the amount of \$90,000.

MOTION: I move to approve Resolution 2023-_____, a Resolution Approving Amendment No. 2 to the Engineering Services Agreement Between the Village of Bartlett and Strand Associates, Inc. for the Bittersweet Wastewater Treatment Plant Improvements.

RESOLUTION 2023 - _____

A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE ENGINEERING SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND STRAND ASSOCIATES, INC. FOR THE BITTERSWEET WASTEWATER TREATMENT PLANT IMPROVEMENTS

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

SECTION ONE: Amendment No. 2 to the September 4, 2019 Engineering Services Agreement dated June 28, 2023 for the Bittersweet Wastewater Treatment Plant Improvements (the "Project Work") in the amount of \$90,000, as set forth in the amendment attached hereto and incorporated herein, is hereby awarded to Strand Associates subject to the terms and conditions of the defined Agreement.

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: July 18, 2023

APPROVED: July 18, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

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

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on July 18, 2023 and approved on July 18, 2023 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Strand Associates, Inc.[®]
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

July 11, 2023

Village of Bartlett
228 South Main Street
Bartlett, IL 60103

Attention: Mr. Dan Dinges, P.E., Director of Public Works

Re: Amendment No. 2 to the September 11, 2019, Agreement for General Services
Bittersweet Wastewater Treatment Plant Improvements

This is Amendment No. 2 to the referenced Agreement.

Under **Scope of Services**, Construction-Related Services,

Item No. 1.,

b., CHANGE an anticipated 28 monthly construction progress meetings to “up to 37 monthly construction progress meetings.”

d., CHANGE 28 months to “37 months.”

h., CHANGE 28 times to “37 times.”

Item No. 2.,

a., REPLACE the first sentence in its entirety with “Provide part-time RPR services for up to 160 weeks, for a total of 4,900 hours.”

h., CHANGE 28 months to “up to 37 months.”

Under **Compensation**, CHANGE \$1,231,500 to “\$1,321,500.”

Under **Schedule**, CHANGE May 15, 2024, to “February 28, 2025.”

AMENDMENT AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.[®]

VILLAGE OF BARTLETT


Joseph M. Bunker Date 7/12/23
Corporate Secretary

Kevin Wallace Date
Village President



Agenda Item Executive Summary

Item Name Sanitary Sewer Main Lining Agreement Renewal Committee or Board Board

BUDGET IMPACT

Amount: \$210,000 Budgeted \$1 Million
List what fund Sewer (SSES)

EXECUTIVE SUMMARY

On April 19, 2022, the Village Board approved of the two (2) year agreement between the Village of Bartlett and Hoerr Construction, Inc. for the sanitary sewer main lining project. Each year of the agreement, must be approved by the Board prior to any work commencing.

Per the approved agreement, Hoerr is requesting to increase the price per foot for lining the mains to correspond with the current CPI of 3.3%.

The Bartlett work includes the lining of approximately 6,600 linear feet of sanitary sewer mains. The updated total is approximately \$210,000. The Capital Budget includes a total of \$1 million for sanitary sewer repairs, which includes main and service lateral lining, as part of the Sanitary Sewer System Evaluation Project.

RECOMMENDATION

Staff recommends renewing the sanitary sewer lining agreement with Hoerr Construction, Inc.

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 RENEWAL OF THE FIRST AMENDED AGREEMENT FOR SANITARY SEWER MAIN LINING BETWEEN THE VILLAGE OF BARTLETT AND HOERR CONSTRUCTION, INC.**

Staff: Tyler Isham, Assistant Director of Public Works Date: 7/10/2023

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: **Sanitary Sewer Main Lining Agreement Renewal**
Date: July 10, 2023

On April 19, 2022, the Village Board approved of the amended two (2) year agreement between the Village of Bartlett and Hoerr Construction, Inc. for the Sanitary Sewer Main Lining Project. As stated in the agreement, each year must be approved by the Village Board prior to any work commencing.

Per the approved agreement, Hoerr has requested to increase the price per foot for lining the mains to correspond with the current CPI of 3.3%. This would change the cost per foot of eight-inch (8") from \$29.45 per foot to \$30.42.

The work includes the lining of approximately 6,600 linear feet of sanitary sewer mains ranging from eight-inches to twelve-inches (8"-12") in diameter with cured-in-place pipe (CIPP) and reinstating approximately 120 sanitary service laterals. The estimated cost is approximately \$210,000. The Village has budgeted \$1 million for these projects that include main and service lateral lining, manhole rehabilitation and replacement.

Hoerr has worked in the Village in the past and their work has been acceptable and professional. This is the last year of the agreement.

RECOMMENDATION

Staff recommends renewing the agreement with Hoerr Construction, Inc.

MOTION

MOTION TO APPROVE RESOLUTION #2023-____-R, A RESOLUTION APPROVING OF THE RENEWAL OF THE FIRST AMENDED AGREEMENT FOR SANITARY SEWER MAIN LINING BETWEEN THE VILLAGE OF BARTLETT AND HOERR CONSTRUCTION, INC.

RESOLUTION 2023 - _____

A RESOLUTION APPROVING OF THE RENEWAL OF THE FIRST AMENDED AGREEMENT FOR SANITARY SEWER MAIN LINING BETWEEN THE VILLAGE OF BARTLETT AND HOERR CONSTRUCTION, INC.

WHEREAS, in 2021 the Village of Lombard and the Village of Bartlett combined to go out to bid for sewer lining projects in both villages to get lower overall unit prices, and reserved in the bid documents the option to renew the contract for two additional one (1) year periods with increases limited to two percent (2%) or the Consumer Price Index (“CPI”), whichever is less, but provided the contractor could submit a request for a different price increase (the “Awarded Contract”); and

WHEREAS, Hoerr Construction, Inc. (“Hoerr” or the “Contractor”) was awarded the 2021 sewer lining work (cured in place pipe “CIPP”) as the lowest qualified, responsible and responsive bidder for said sewer work (the “Contract”); and

WHEREAS, The Village Board entered into an amended agreement with Hoerr on April 19, 2022, with an option to renew for 2023 pending board approval; and

WHEREAS, Hoerr has timely submitted its request to increase the unit prices to perform the sewer lining work for 2023 at the current CPI; and

WHEREAS, the applicable CPI Index has risen 3.3% in the last year and the parties agree that an increase in unit prices of 3.3% would be fair and reasonable; and

WHEREAS, staff reasonably believes that if the 2023 sewer lining work were to be rebid, the costs to perform the 2023 sewer lining work would be significantly higher than the 3.3% CPI inflationary increase, and would delay the start of the sewer lining work in 2023 and negatively affect the Village’s 85%/15% cost sharing program for removal and replacement of sanitary sewer service lines that will tie into relined sanitary sewers;

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 Renewed Amended Sanitary Sewer Main Lining Agreement appended hereto (the “Agreement”) 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: July 18, 2023

APPROVED: July 18, 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 July 18, 2023, and approved on July 18, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

**2023 SANITARY SEWER LINING
PROJECT AGREEMENT**

This Sanitary Sewer Lining Project Agreement (the "Agreement") is entered this 18th day of July, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Hoerr Construction, Inc. (the "Contractor") (collectively, the "Parties").

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

Project Work.

Work performed under this contract shall include the furnishing of materials, labor and equipment to line approximately 6,136 linear feet of sanitary sewer mains ranging from eight-inches to 12 inches (8"-12") in diameter of cured-in-place pipe (CIPP) and reinstating approximately 120 sanitary sewer service laterals.

As required by the work stated above, sewer cleaning and televising, protruding tap removal, pavement patching and parkway restoration work shall also be performed if necessary.

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 31, 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) 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 to IDOL; 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 appropriate agency 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").

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:

HOERR CONSTRUCTION, INC.

By: _____
Kevin Wallace
Village President

By: Mr. P. Heurt
Title: President

Attest:
By: _____
Lorna Gilles, Village Clerk

Attest:
Andrew M. How
Title: Vice President

Date: _____

Date: 7/6/23



Agenda Item Executive Summary

Item Name 2023 Various Streets Resurfacing Project Committee or Board Board

BUDGET IMPACT

Amount: \$743,233.35

Budgeted \$1,200,000.00

List what fund MFT Fund

EXECUTIVE SUMMARY

On June 22, 2023, a notice to bidders was published in the IDOT Contractor's Bulletin and on the Village website soliciting bids for the "2023 Various Streets Resurfacing Project".

The bid opening was held on July 5th and the Village received six (6) bid proposals by prospective bidders, all of which qualified for review. A bid tabulation sheet is attached for reference.

The bids ranged from \$743,233.35 to \$913,524.90 with Schroeder Asphalt Services, Inc. being the lowest bidder. Schroeder Asphalt Services, Inc. is a well know paving contractor in the Chicagoland Suburbs and has satisfactorily completed resurfacing projects for the Village in the past.

RECOMMENDATION

Staff recommends awarding the contract to Schroeder Asphalt Services, Inc. for the 2023 Various Streets Resurfacing Project.

ATTACHMENTS (PLEASE LIST)

- Memo
- Bid Tab
- Resolution
- LPA Formal Contract
- Contract Bond

ACTION REQUESTED

- For Discussion Only
- ✓ Resolution
- Ordinance
- ✓ Motion: **MOVE TO APPROVE RESOLUTION # 2023-____-R, A RESOLUTION APPROVING OF THE 2023 VARIOUS STREETS RESURFACING PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SCHROEDER ASPHALT SERVICES, INC.**

Staff: Nick Talarico, Civil Engineer

Date: 7/10/23

Memo

To: Paula Schumacher, Village Administrator
From: Nick Talarico, Civil Engineer
Subject: **2023 Various Streets Resurfacing Project**
Date: July 10, 2023

On June 22, 2023, a notice to bidders was published in the IDOT Contractor's Bulletin and on the Village website soliciting bids for the "2023 Various Streets Resurfacing Project".

The work consists of asphalt surface removal, pavement patching, asphalt binder and surface courses, drainage structure adjustments, the removal and replacement of sidewalk/curb & gutter, pavement marking, and landscape restoration.

The bid opening was held on July 5th and the Village received six (6) bid proposals by prospective bidders, all of which qualified for review. A bid tabulation sheet is attached for reference.

The bids ranged from \$743,233.35 to \$913,524.90 with Schroeder Asphalt Services, Inc. being the lowest bidder. Schroeder Asphalt Services, Inc. is a well know paving contractor in the Chicagoland Suburbs and has satisfactorily completed resurfacing projects for the Village in the past.

RECOMMENDATION

Staff recommends awarding the contract to Schroeder Asphalt Services, Inc. for the 2023 Various Streets Resurfacing Project.

MOTION

I MOVE TO APPROVE RESOLUTION # 2023-____-R, A RESOLUTION APPROVING OF THE 2023 VARIOUS STREETS RESURFACING PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SCHROEDER ASPHALT SERVICES, INC.



VILLAGE OF BARTLETT

2023 Various Streets Resurfacing Project
 BID TABULATION
 Bid Opening: July 5, 10:00 AM

Item No.	Code No.	Items	Unit	Quantity	Schroeder Asphalt Services, Inc.		A Lamp Concrete Contractors, Inc.		Arrow Road Construction Co.		Pile Construction, Inc.		J.A. Johnson Paving Co.		Brothers Asphalt Paving, Inc.	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	20101400	NITROGEN FERTILIZER NUTRIENT	LB	7	\$20.00	\$140.00	\$1.00	\$7.00	\$5.00	\$35.00	\$100.00	\$700.00	\$10.00	\$70.00	\$5.50	\$38.50
2	20101600	POTASSIUM FERTILIZER NUTRIENT	LB	7	\$20.00	\$140.00	\$1.00	\$7.00	\$5.00	\$35.00	\$100.00	\$700.00	\$10.00	\$70.00	\$5.50	\$38.50
3	20200100	EARTH EXCAVATION	CY	30	\$30.00	\$900.00	\$40.00	\$1,200.00	\$60.00	\$1,800.00	\$50.00	\$1,500.00	\$75.00	\$2,250.00	\$100.00	\$3,000.00
4	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	30	\$50.00	\$1,500.00	\$40.00	\$1,200.00	\$60.00	\$1,800.00	\$50.00	\$1,500.00	\$75.00	\$2,250.00	\$100.00	\$3,000.00
5	21101615	TOPSOIL FURNISH AND PLACE, 4"	SF	400	\$13.00	\$5,200.00	\$6.00	\$2,400.00	\$11.00	\$4,400.00	\$9.00	\$3,600.00	\$7.50	\$3,000.00	\$12.10	\$4,840.00
6	25000210	SEEDING, CLASS 2A	ACRE	0.1	\$18,200.00	\$1,820.00	\$10,000.00	\$1,000.00	\$12,000.00	\$1,200.00	\$3,500.00	\$350.00	\$450.00	\$4,500.00	\$13,200.00	\$1,320.00
7	28000250	TEMPORARY EROSION CONTROL SEEDING	LB	5	\$33.00	\$165.00	\$5.00	\$25.00	\$40.00	\$200.00	\$40.00	\$200.00	\$15.00	\$75.00	\$44.00	\$220.00
8	28000500	INLET AND PIPE PROTECTION	EA	2	\$200.00	\$400.00	\$30.00	\$150.00	\$180.00	\$360.00	\$190.00	\$380.00	\$190.00	\$380.00	\$209.00	\$418.00
9	28000510	INLET FILTERS	EA	65	\$185.00	\$12,025.00	\$15.00	\$975.00	\$180.00	\$11,700.00	\$440.00	\$28,600.00	\$175.00	\$11,375.00	\$198.00	\$12,870.00
10	28001100	TEMPORARY EROSION CONTROL BLANKET	SF	400	\$3.50	\$1,400.00	\$1.00	\$400.00	\$3.00	\$1,200.00	\$3.00	\$1,200.00	\$3.00	\$1,200.00	\$3.30	\$1,320.00
11	35101600	AGGREGATE BASE COURSE, TYPE B 4"	SF	139	\$11.50	\$1,598.50	\$7.00	\$973.00	\$7.00	\$973.00	\$8.00	\$1,112.00	\$14.00	\$1,946.00	\$10.00	\$1,390.00
12	40600200	BITUMINOUS MATERIALS (TACK COAT)	LB	21225	\$0.01	\$212.25	\$0.01	\$212.25	\$0.01	\$212.25	\$0.01	\$212.25	\$0.01	\$212.25	\$0.40	\$8,490.00
13	40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SF	50	\$8.00	\$400.00	\$20.00	\$1,000.00	\$5.55	\$277.50	\$7.50	\$375.00	\$1.00	\$50.00	\$10.00	\$500.00
14	40603200	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	1340	\$106.00	\$142,040.00	\$107.00	\$159,460.00	\$108.00	\$144,720.00	\$110.00	\$147,400.00	\$105.00	\$140,700.00	\$120.00	\$160,800.00
15	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	2650	\$83.50	\$221,275.00	\$89.00	\$235,850.00	\$91.75	\$242,137.50	\$84.00	\$222,600.00	\$83.50	\$221,275.00	\$100.00	\$265,000.00
16	42001300	PROTECTIVE COAT	SF	860	\$0.01	\$8.60	\$0.01	\$8.60	\$3.50	\$3,010.00	\$1.00	\$860.00	\$2.00	\$1,720.00	\$0.01	\$8.60
17	42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SF	25	\$105.00	\$2,625.00	\$107.00	\$2,675.00	\$89.00	\$2,225.00	\$12.00	\$42,000.00	\$25.00	\$625.00	\$175.00	\$4,375.00
18	42400200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SF	3500	\$11.50	\$40,250.00	\$9.75	\$34,125.00	\$9.80	\$34,300.00	\$12.00	\$42,000.00	\$12.50	\$43,750.00	\$13.20	\$46,200.00
19	42400800	DETECTABLE WARNINGS	SF	440	\$22.00	\$9,680.00	\$25.00	\$11,000.00	\$32.00	\$14,080.00	\$30.00	\$13,200.00	\$40.00	\$17,600.00	\$44.00	\$19,360.00
20	44000100	PAVEMENT REMOVAL	SF	100	\$22.00	\$2,200.00	\$15.50	\$1,550.00	\$35.00	\$3,500.00	\$20.00	\$2,000.00	\$27.00	\$2,700.00	\$24.00	\$2,400.00
21	44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SF	31450	\$1.70	\$5,346.50	\$1.95	\$6,137.50	\$2.35	\$7,387.50	\$2.65	\$83,342.50	\$2.25	\$7,062.50	\$2.75	\$8,646.25
22	44000200	DRIVEWAY PAVEMENT REMOVAL	SF	650	\$22.00	\$14,300.00	\$13.50	\$8,775.00	\$1.50	\$975.00	\$20.00	\$13,000.00	\$12.00	\$7,800.00	\$22.00	\$14,300.00
23	44000500	COMBINATION CURB AND GUTTER REMOVAL	FT	1200	\$9.40	\$11,280.00	\$6.50	\$7,800.00	\$4.00	\$4,800.00	\$7.50	\$9,000.00	\$11.00	\$13,200.00	\$6.60	\$7,920.00
24	44000600	SIDEWALK REMOVAL	SF	3500	\$1.25	\$4,375.00	\$1.80	\$6,300.00	\$2.50	\$8,750.00	\$2.00	\$7,000.00	\$8.50	\$29,750.00	\$1.65	\$5,775.00
25	60608562	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-4.12	FT	1200	\$38.75	\$46,500.00	\$33.00	\$39,600.00	\$42.00	\$50,400.00	\$45.00	\$54,000.00	\$41.00	\$49,200.00	\$49.50	\$59,400.00
26	70107025	CHANGEABLE MESSAGE SIGN	CAL DAY	80	\$70.00	\$5,600.00	\$1.00	\$80.00	\$30.00	\$2,400.00	\$30.00	\$2,400.00	\$30.00	\$2,400.00	\$33.00	\$2,640.00
27	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FT	250	\$30.00	\$7,500.00	\$2.00	\$500.00	\$3.00	\$750.00	\$2.70	\$675.00	\$3.00	\$750.00	\$3.30	\$825.00
28	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FT	610	\$5.00	\$3,050.00	\$4.00	\$2,440.00	\$6.00	\$3,660.00	\$4.45	\$2,714.50	\$6.00	\$3,660.00	\$6.60	\$4,026.00
29	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FT	50	\$10.50	\$525.00	\$8.00	\$400.00	\$18.00	\$900.00	\$9.00	\$450.00	\$18.00	\$900.00	\$19.80	\$990.00
30	X0326806	WASHOUT BASIN	L SUM	1	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$5,500.00	\$5,500.00
31	X0327611	REMOVE AND REINSTALL BRICK PAVEMENT	SF	20	\$35.00	\$700.00	\$40.00	\$800.00	\$50.00	\$1,000.00	\$25.00	\$500.00	\$60.00	\$1,200.00	\$33.00	\$660.00
32	X6030310	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EA	10	\$1,200.00	\$12,000.00	\$900.00	\$9,000.00	\$2,125.00	\$21,250.00	\$2,200.00	\$22,000.00	\$2,000.00	\$20,000.00	\$2,337.50	\$23,375.00
33	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$49,800.00	\$49,800.00	\$112,700.00	\$112,700.00	\$75,980.00	\$75,980.00	\$52,400.00	\$52,400.00	\$73,363.25	\$73,363.25	\$13,950.00	\$13,950.00
34	Z0004514	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	SF	675	\$37.00	\$24,975.00	\$28.00	\$18,900.00	\$71.50	\$48,282.50	\$60.00	\$40,500.00	\$42.00	\$28,350.00	\$70.00	\$47,250.00
35	Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$6,995.00	\$6,995.00	\$7,000.00	\$7,000.00	\$6,995.00	\$6,995.00	\$7,695.00	\$7,695.00
36	Z0030850	TEMPORARY INFORMATION SIGNING	SF	104	\$18.50	\$1,824.00	\$10.00	\$1,040.00	\$12.00	\$1,248.00	\$12.00	\$1,248.00	\$12.00	\$1,248.00	\$13.20	\$1,372.80
37		CLASS D PATCHES, 4 INCH	SF	2400	\$20.00	\$48,000.00	\$10.00	\$24,000.00	\$15.00	\$36,000.00	\$20.00	\$48,000.00	\$25.00	\$60,000.00	\$40.00	\$96,000.00
					AS READ TOTAL		\$743,233.35		\$807,563.25		\$818,196.25		\$827,827.00		\$913,524.90	
					TOTAL		\$754,910.35		\$807,563.25		\$818,196.25		\$827,827.00		\$913,524.90	

RESOLUTION 2023- _____

A RESOLUTION APPROVING OF THE 2023 VARIOUS STREETS RESURFACING PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SCHROEDER ASPHALT SERVICES, 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 Various Streets Resurfacing Project Agreement dated July 18, 2023, between the Village of Bartlett and Schroeder Asphalt Services, 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: July 18, 2023

APPROVED: July 18, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on July 18, 2023, and approved on July 18, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

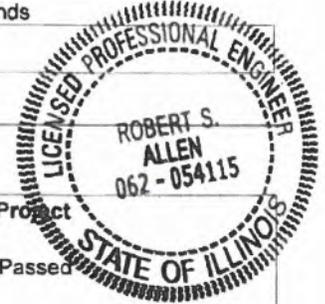


Contractor's Name Schroeder Asphalt Services, Inc.			
Contractor's Address PO Box 831	City Huntley	State IL	Zip Code 60142

STATE OF ILLINOIS

Local Public Agency Village of Bartlett	County Cook	Section Number 23-00000-01-GM
Street Name/Road Name 2023 Various Streets	Type of Funds MFT	

CONTRACT BOND (when required)



For a County and Road District Project

Submitted/Approved
Highway Commissioner Signature & Date

Submitted/Approved
County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date
Robert S. Allen 7/10/23

Official Title
Village Engineer

Department of Transportation

Concurrence in approval of award

Regional Engineer Signature & Date

Local Public Agency	Local Street/Road Name	County	Section Number
Village of Bartlett	2023 Various Streets	Cook	23-00000-01-GM

1. THIS AGREEMENT, made and concluded the 6th day of July 2023 between the Village of Bartlett, known as the party of the first part, and Schroeder Asphalt Services, 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 23-00000-01-GM in Village of Bartlett, approved by the Illinois Department of Transportation on 06/14/23, 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
Schroeder Asphalt Services, Inc.

President, Party of the Second Part Signature & Date
 By: [Signature] 7/7/23

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part
 By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

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

(If an individual)

Party of the Second Part Signature & Date

Attest:
 Secretary Signature & Date
[Signature] 7/7/23

(SEAL, if required by the LPA)





Contract Bond

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Bartlett	Cook	2023 Various Streets	23-00000-01-GM

Bond information to be returned to Local Public Agency at 228 S. Main Street, Bartlett, IL 60103
Complete Address

We, Schroeder Asphalt Services, Inc., PO Box 831, Huntley, IL 60142
Contractor's Name and Address

a/an Corporation organized under the laws of the State of Illinois as PRINCIPAL, and
State

Hudson Insurance Company, 100 William Street, New York, NY 10038
Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (thereafter referred to as "LPA") in the penal sum of
Seven Hundred Forty Three Thousand Two Hundred Thirty Three and 35/100

Dollars (\$743,233.35) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves,
successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

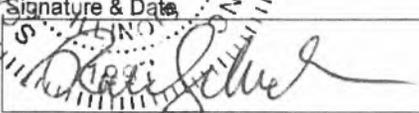
NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this 6th day of July, 2023
Month and Year

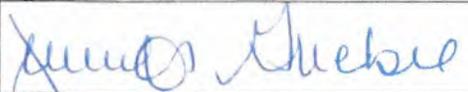
PRINCIPAL

Company Name
Schroeder Asphalt Services, Inc.

Company Name

By
Signature & Date
 7/6/2023

By
Signature & Date

Attest
Signature & Date
 7/6/2023

Attest
Signature & Date

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF IL
COUNTY OF Dekalb

I, Rachael McDow, a Notary Public in and for said county, do hereby certify that
Notary Name

Ronald Schroeder & Jennifer Griebel
Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of July, 2023
Day Month, Year



Notary Public Signature & Date
Rachael W 7/6/2023

Date commission expires 11/04/2026

SURETY

Name of Surety
Hudson Insurance Company

By: James I. Moore
Title: Attorney-in-Fact

STATE OF IL
COUNTY OF DuPage

I, Graciela Hale, a Notary Public in and for said county, do hereby certify that
Notary Name

James I. Moore

Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of July, 2023
Day Month, Year



Notary Public Signature & Date
Graciela Hale 7/6/2023

Date commission expires 12/20/2025

Approved this _____ day of _____
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date
[Signature Box]

[Signature Box] Clerk
Local Public Agency Type

Awarding Authority
[Signature Box]

Awarding Authority Signature & Date
[Signature Box]



HUDSON
INSURANCE GROUP

Bond Number: HGMW-238-1969

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

James I. Moore
of the State of IL

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Twenty Five Million Dollars (25,000,000.00)**.

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 2nd day of June, 2022 at New York, New York.



seal)

Attest: Dina Daskalakis
Dina Daskalakis No. 01MU6067553
Corporate Secretary

HUDSON INSURANCE COMPANY

By: Michael P. Cifone
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 2nd day of June, 2022 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 6th day of July, 2023.



seal)

By: Dina Daskalakis
Dina Daskalakis, Corporate Secretary



Agenda Item Executive Summary

Item Name Mayflower Lane No Parking, Stopping or Standing Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Due to resident and safety concerns with the increase in students enrolled at Prairieview Elementary School, The Police and Public Works Departments have reviewed the location referenced below for a potential no parking zone location. This would be to allow for safer movement of emergency vehicles and school traffic. A map is attached for reference.

South side of Mayflower Lane from Mohawk Court to the entrance of Prairieview Elementary School on school days during school hours.

North and south sides of Mayflower Lane from Marlboro Court to Newcastle Lane

West side of Beaumont Circle from 200 feet south of the school entrance to the intersection of Beaumont Circle and Mayflower Lane during school hours

RECOMMENDATION

Staff recommends amending Section 6-11-1303: Schedule V. No Parking Zones to include the area referenced above

ATTACHMENTS (PLEASE LIST)

Memo

Location Map

Ordinance

ACTION REQUESTED

For Discussion Only

Resolution

✓ Ordinance

✓ Motion: MOTION TO APPROVE ORDINANCE #2023- _____ AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE SECTION 6-11-1303.1: SCHEDULE V, NO PARKING ZONES

Staff: Tyler Isham, Assistant Director of Public Works Date: 7/10/2023

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: **Mayflower Lane No Parking, Stopping or Standing Zones**
Date: July 10, 2023

BACKGROUND

Due to resident and safety concerns with the increase in students enrolled at Prairieview Elementary School, The Police and Public Works Departments have reviewed the location referenced below for a potential no parking zone location. This would be to allow for safer movement of emergency vehicles and school traffic. A map is attached for reference.

South side of Mayflower Lane from Mohawk Court to the entrance of Prairieview Elementary School on school days during school hours.

North and south sides of Mayflower Lane from Marlboro Court to Newcastle Lane.

West side of Beaumont Circle from 200 feet south of the school entrance to the intersection of Beaumont Circle and Mayflower Lane during school hours.

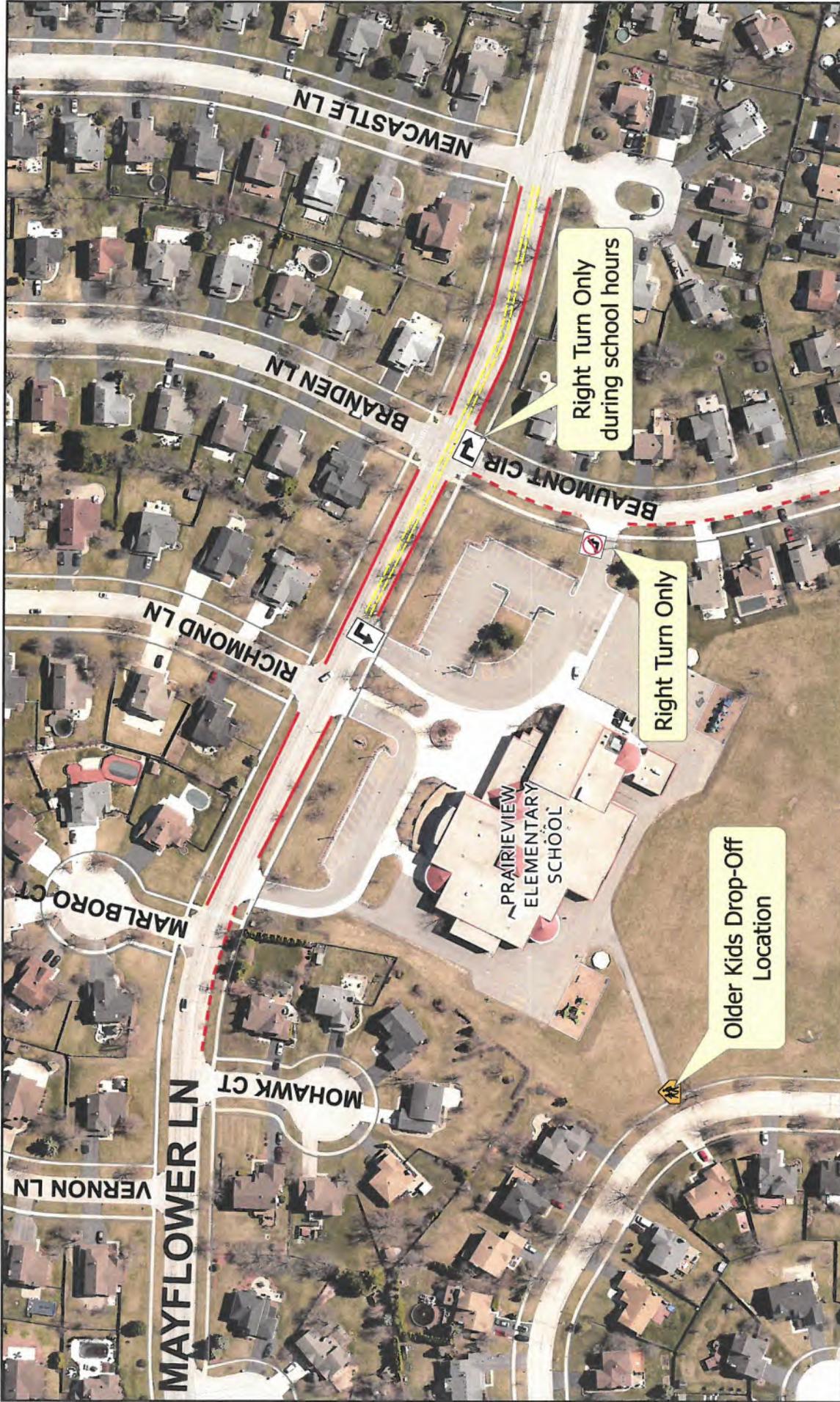
Other safety enhancements include eliminating the parking lanes and creating a designated left-turn lane for entrance into the school.

RECOMMENDATION

Staff recommends amending Section 6-11-1303: Schedule V. No Parking Zones to include the area referenced above.

MOTION

MOTION TO APPROVE ORDINANCE #2023- _____ AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE SECTION 6-11-1303.1: SCHEDULE V, NO PARKING ZONES



PRAIRIEVIEW ELEMENTARY SCHOOL

2023

- No Parking
- - - Left Turn lane
- - - No Parking during school hours

ORDINANCE 2023-_____

**AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE
SECTION 6-11-1303.1: SCHEDULE V, NO PARKING ZONES**

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

SECTION ONE: That Section 6-11-1303.1: Schedule V, No Parking Zones, of the Bartlett Municipal Code, as amended is hereby further amended by adding the following:

South side of Mayflower Lane from Mohawk Court to the entrance of Prairieview Elementary School on school days during school hours.

North and South sides of Mayflower Lane from Marlboro Court to Newcastle Lane

West side of Beaumont Circle from 200 feet south of the school entrance to the intersection of Beaumont Circle and Mayflower Lane during school hours

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: July 18, 2023

APPROVED: July 18, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2023-____ enacted on July 18, 2023 and approved on July 18, 2023 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name	Mayflower No Left Turn Ordinance Amendment	Committee or Board	Board
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BUDGET IMPACT

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

EXECUTIVE SUMMARY

Due to safety concerns regarding the increase in school traffic to Prairieview Elementary School, the Police and Public Works Departments have reviewed the location referenced below for no left turns during the times designated. This would be to allow for safer movement of emergency vehicles and pedestrian traffic. A map is attached for reference.

Northbound Beaumont Circle onto westbound Mayflower Lane during school days from 7:30am - 4:30pm

RECOMMENDATION

Staff recommends amending Section 6-11-802.2: Left Turn Prohibited Location to include the area referenced above

ATTACHMENTS (PLEASE LIST)

Memo

Location Map

Ordinance

ACTION REQUESTED

For Discussion Only

Resolution

✓ Ordinance

✓ Motion: MOTION TO APPROVE ORDINANCE #2023- _____ AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE SECTION 6-11-802.2: LEFT TURN PROHIBITED LOCATION

Staff: Tyler Isham, Assistant Director of Public Works

Date: 7/10/2023

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: **No Left Turn Ordinance Amendment**
Date: July 10, 2023

Due to safety concerns regarding the increase in school traffic to Prairieview Elementary School, the Police and Public Works Departments have reviewed the location referenced below for no left turns during the times designated. This would be to allow for safer movement of emergency vehicles and pedestrian traffic. A map is attached for reference.

Northbound Beaumont Circle onto westbound Mayflower Lane during school days from 7:30am – 4:30pm

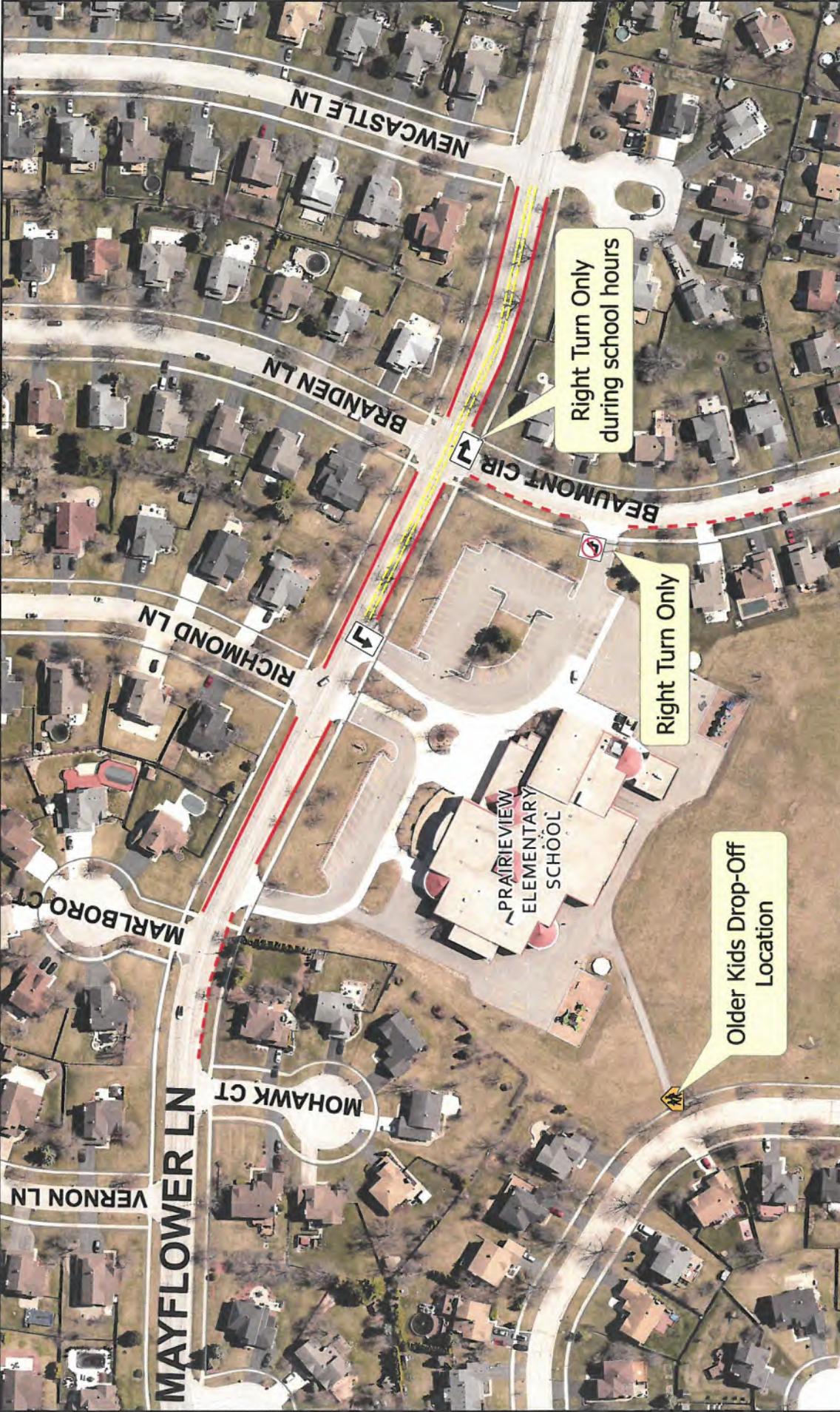
Other safety enhancements will include the removal of the parking lanes and a dedicated left-turn lane for the school entrance

RECOMMENDATION

Staff recommends amending Section 6-11-802.2: Left Turn Prohibited Location to include the area referenced above.

MOTION

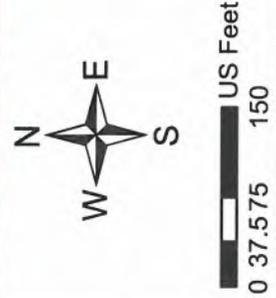
MOTION TO APPROVE ORDINANCE #2023- _____ AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE SECTION 6-11-802.2: LEFT TURN PROHIBITED LOCATION



PRAIRIEVIEW ELEMENTARY SCHOOL

2023

- No Parking
- - - Left Turn lane
- - - No Parking during school hours



ORDINANCE 2023-_____

**AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE
SECTION 6-11-802.2: LEFT TURN PROHIBITED LOCATION**

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

SECTION ONE: That Section 6-11-802.2: Left Turn Prohibited Location, of the Bartlett Municipal Code, as amended is hereby further amended by adding the following:

Northbound Beaumont Circle onto westbound Mayflower Lane during school days from 7:30am – 4:30pm

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: July 18, 2023

APPROVED: July 18, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2023-____ enacted on July 18, 2023 and approved on July 18, 2023 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Sr. Management Analyst
Date: 6/30/2023
Re: Passport Parking Contract

Passport is the village's Metra parking app. which has been in place since 2017. Passport allows commuters to pay for parking via their website or a phone app instead of using the pay stations at the Metra station. This past year 43% of parking transactions in the Metra lots were made through the Passport app.

The second amendment to the license agreement between the Village of Bartlett and Passport Parking, Inc. extends the agreement for a three-year renewal term. It also includes provisions stating that all signage and decals will remain in place until the last day of the agreement's effective date, even if it terminates or expires. Additionally, a new Statement of Work is incorporated into the agreement as "Exhibit F." This amendment supersedes any conflicting provisions in the original agreement and previous amendments. All transaction fees remain unchanged from the original agreement.

MOTION

I move to Approve Resolution 2023-_____, a Resolution Approving of the Second Amendment to the Software License and Service Agreement between the Village of Bartlett and Passport Labs, Inc.

RESOLUTION 2023 - _____

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE SOFTWARE LICENSE AND SERVICE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND PASSPORT LABS, 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 Second Amendment to the Software License and Service Agreement, including Exhibits A, B, C, D, E, and F, Addendum No. 1 thereto, (the "Agreement"), between the Village of Bartlett and Passport Labs, Inc., a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna 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 July 18, 2023, and approved on July 18, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**SECOND AMENDMENT TO THE SOFTWARE LICENSE AND SERVICE AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT AND PASSPORT LABS, INC (FORMERLY
KNOWN AS PASSPORT PARKING, INC.)**

THIS SECOND AMENDMENT TO THE LICENSE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND PASSPORT LABS, INC (FORMERLY KNOWN AS PASSPORT PARKING, INC) (this "**Second Amendment**") is made this ___ day of _____, 2023, by and between the VILLAGE OF BARTLETT, an Illinois home-rule community ("**Village**") and PASSPORT LABS, INC., a parking services software company, ("**Provider**").

WHEREAS, the City and Provider ("**Parties**") previously entered into that certain Software License and Service Agreement, dated May 9, 2017 (the "**Agreement**"); and

WHEREAS, the Parties previously amended the Agreement in Addendum No. 1 to include additional terms and provisions; and

WHEREAS, the Parties desire to further amend the Agreement to extend the term of the agreement for a three (3) year renewal term; and

WHEREAS, the Parties desire to further amend the Agreement to provide for all signage and decals to stay up until the last day of the effective date in the event the Agreement terminates or expires; and

WHEREAS, the Parties desire to further amend the Agreement to incorporate the Statement of Work attached hereto as a new "Exhibit F" to the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged by both Parties, the Parties hereto do promise and agree, as follows:

SECTION 1. Recitals. The foregoing recitals shall be, and are hereby, incorporated into and made a part of this Amendment as if fully set forth in this Section 1.

SECTION 2. Prior Agreement/Conflicts. In the event of any conflict or inconsistency between the provisions of the Agreement and this Second Amendment, this Second Amendment shall govern and apply.

SECTION 3. Amendment. The Agreement is hereby amended as follows:

1. The Agreement shall renew on the effective date of this Amendment and continue for an additional term of three (3) years. The Parties may mutually agree in writing to extend the Agreement for up to three (3) additional one (1) year renewal terms. Either party may terminate the Agreement, with or without cause, by providing one hundred eighty (180) days' prior written notice to the non-terminating party.

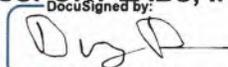
2. Provider agrees to keep all signage and decals up until the last day of the effective date in the event this Agreement terminates or expires.

3. The Statement of Work, attached hereto and made a part hereof, is hereby incorporated into the Agreement as "Exhibit F."

SECTION 4. Continued Effect. The Agreement, including Exhibits A, B, C, D, E, and Addendum No. 1 to the Agreement shall continue in full force and effect, except as expressly modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed on the date first above written.

PASSPORT LABS, INC.

DocuSigned by:

By: _____
ECAC1E101841489...
Doug Rogers

Its: _____

6/28/2023

Date : _____

VILLAGE OF BARTLETT

By: _____

Kevin Wallace, Village President

Date : _____

Statement of Work

Exhibit F



Village of Bartlett, IL
August 8th, 2022

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Disclaimer

This Statement of Work contains information that is proprietary and confidential to Passport Labs, Inc. ("Passport") and shall not be disclosed or used for any purpose other than the purposes described herein. Any other disclosure or use of this document, in whole or in part, without the permission of Passport is prohibited.

Project Overview

Passport will continue to provide the Village of Bartlett, IL ("Client") with its Passport Parking mobile payments application as well as its citation management and digital permitting products.

Passport will also provide Passport Payments to collect payments through the Passport Parking mobile application as well as the online citation payment portal and online digital permits portal.

Statement of Work

Configurations

Payment Gateway and Merchant Solutions

Passport will continue to provide gateway and merchant processing services directly to the Client, eliminating the need for an external provider.

The Client will be responsible for paying all gateway and merchant processing fees, as outlined in the contract.

Funds will continue to be remitted to the Client, less the gateway, merchant processing, and Passport fees, on a monthly basis after the close of a month.

Tokenization, Authorization, and Capture

The Gateway's function is to tokenize the cardholder's information for secure processing and storage on the Passport Platform. The Gateway will also Authorize the card with the Card Brands to ensure it can be used for payment. Once Authorized, the gateway will assign a transaction ID, and the transaction may either immediately be pushed to Capture (Permit and Citation transactions) or the Authorization may be left open for changes to the transaction amount (parking session extensions) and Captured when the transaction is confirmed to be finalized (parker ends session). At the Gateway cutoff time, all transactions that have been Captured are submitted for Settlement by the processor.

Passport Payments

Passport Payments is an extension of Passport's Operating System and contains the following components:

Settlement

Settlement is the process of moving funds from the end user's card issuing bank account to the merchant's account. Settlement takes 2-3 business days to complete.

Remittance

Funds will be remitted to the Client, less the gateway, merchant processing, and transaction fees, on a monthly basis after the close of the preceding month. The Client has already provided Passport with remittance account information.

Reporting & Reconciliation

Passport's powerful back-office system merges source settlement data pulled in from the Passport payment platform with session activity from the mobility platform. The output is a robust set of Financial and Management reports that streamlines reconciliation, revenue recognition, and dispute management activities. Back-office reporting capabilities include:

- Settlement Period Summary
- Transaction Reporting by Settlement Schedule
- Dispute Reporting

Dispute Management

Disputes are initiated by the cardholder or financial institution with a Card Network. They occur when a cardholder or financial institution disputes a purchase made on their card or when proper acceptance and authorization were not obtained. Once the dispute is accepted by the Card Network, it becomes a Chargeback.

The Client can access reporting on Chargebacks as they are received from the Card Networks in the back-office, and will be notified of new chargebacks via email to specified accounts. The Client may choose to respond to Chargebacks with compelling evidence to try to get the Chargeback reversed. Compelling evidence can be submitted to payments@passportinc.com within 7 calendar days of the "Processed Date" shown in the back-office to have this case

considered for reversal. All final decisions are made by the Card Networks, and Passport reserves the right to decide if the evidence is sufficient for consideration by the card networks.

Passport also offers Chargeback Management Automation tools that the Client leverages. With automation enabled, the payment status associated with a permit or citation will automatically be reverted to "Unpaid" when a Chargeback is received, allowing applicable escalation and collection processes associated with the Client's operations to carry forward.

Passport Parking

Passport Parking Functionality

Passport will continue to provide its Passport Parking mobile parking applications to the Client. Passport Parking consists of native mobile applications built for Google Android and Apple iOS smartphones. Passport Parking is supported on the latest industry-recommended operating system versions.

Passport Parking includes the following functionality:

- Create a user account
 - Phone number, email address, name
- Add and delete Vehicles (LPN)
- Create and pay for parking sessions
 - Extend parking remotely
 - Receive session expiration alerts and notifications
 - Complete payment via major card networks credit and debit cards
- View parking history and email receipts
- Interactive Voice Response (IVR) to facilitate parking sessions via a toll-free phone call
- Mobile-optimized website (mobile pay web or "MPW") to facilitate parking sessions via a mobile browser or desktop

Back-Office Portal

Passport will continue to provide its back-office administration and data insights portal that will allow the Client to make financial and operational decisions.

Back-office portal capabilities include:

- Secured Access with user specific login credentials and custom privileges per user
 - There is not a cap on the number of users that can be setup

- Streamlined user interface
- Robust Reporting
- Real-time analytics of existing sessions
- Zone management

Passport Parking Signage and Decals

Passport has previously consulted and worked with the Client to set-up the environment with the proper signage and decals. As such, Passport used the following recommendations and the Clients input to ensure adequate signage and decals were provided:

Signage

- 1 sign per 10 spaces for parking lot/garage environments
- 1 sign per 5 spaces for on-street parking environments

Decals

- 1 decal per single space meter
- 3 decals for each multispace meter
 - 1 decal on each side of the meter
 - 1 decal on the payment side of the meter.

Passport recommended the following for non-metered, mobile payment only areas:

- 1 sign per 5 spaces for parking lot/garage environments
- 1 sign per 3 spaces for on-street parking environments

The Client understands that sufficient and adequate signage and decals are a core assumption to the performance of the service, and should the quality or coverage of such signage and decals degrade, the Client is responsible for notifying Passport so that this can be resolved; any additional or replacement signs or decals will be at the Client's cost.

Signage materials are as follows:

The Passport Parking signs are KomaAlu with Avery Cast Laminate with UV Protection and 6-year outdoor durability. The Passport Parking decals are Avery Cast Laminate with UV protection, permanent adhesive vinyl for outdoor use with 6-year outdoor durability. Any extra costs incurred due to changes in signage material will be covered by the Client.

Passport has developed Passport Parking signage and decal design templates, which are tested regularly to optimize program performance. Any signage produced by Passport must adhere to Passport's sign design methodology and cannot be modified without written approval from an authorized representative of Passport. A logo of the Client's brand can be included on signage as long as such is provided to Passport with proper authorization in advance of production of signage.

It takes one to two weeks to design signs and decals and up to an additional three to four weeks for the signs and decals to be printed and shipped, assuming timely review and approval by the Client.

The Client may purchase additional signs and decals from Passport.

Where signage or decals are provided to the Client at a discount to its actual production and ongoing maintenance cost, any customization that the client requests will be chargeable at a rate of \$175/hour and such customizations are subject to approval by an authorized representative of Passport.

Public Education and Marketing

In addition to signage and decals, Passport has provided the Client with the following items to support marketing and public education initiatives of the Passport Parking application:

- Signage and Decals
 - Best Practice Guide
- Public Relations
 - Press Release (posted on website and social media)
 - Press Kit
- Print Marketing
 - Design File for How to Flyer (3"x5")
 - Design File for Benefit Poster (8.5"x11")
- Digital Marketing
 - Client Website Content & Consultation
 - Website & Social Media Banners
 - Standard How-to Video
- Ongoing Support

Citation Management Product

Operator Management Back - Office Portal

Passport will continue to provide the Client with direct access to the Passport Operator Management (“OpsMan”) back-office system portal, which will enable daily operations management of reporting, citation management, payment tracking, and auditing data.

OpsMan includes the following Citation Management Product functionality:

- Fully hosted by Passport cloud services
- Secured Access with user specific login credentials and custom privileges per user
 - There is not a cap on the number of users that can be setup
- Real-time aggregator of citation data from Passport’s Android issuance application, OpsMan Mobile
- Voids
- Refunds / Reversals
- Escalation Schedule Resets
- On-Demand Letter Generation for staff use
- Officer activity logging
- Supports and provides maintenance/edits for data fields upon proper user permissions being set
 - Violation Date
 - Violation Time
 - Violation Type
 - Zone / Location
 - Space Number
 - License Plate Number
 - Vehicle Identification Number
 - License Plate State
 - License Plate Type
 - Vehicle Type
 - Vehicle Color
 - Vehicle Make
 - Vehicle Model
 - Violator First Name
 - Violator Last Name
 - Violator Birthday

- Violator Email Address
- Violator Address
- Custom Fields that are set up specifically for the Client
- Violation Amount Due
- Violation Escalation Schedule Start Date
- Access to on-demand Reporting tools, including:
 - Citation Payment Reports
 - In-office payment reporting
 - Citation Status Reports
 - Violation Summary Report (by Officer, Area, Location)
 - Violation Detail Print-Out (with photo images)
 - Voided Reason Report
 - Officer Activity Log
 - Officer Productivity
 - Violation Print-Out Report
 - Hot List (boot and tow eligible) of Vehicles
 - Disposition Code Report
 - Citation Audit Trail
 - Open Appeals Report
 - Appeal Disposition Summary Report
 - Closed Appeal report
- Online user knowledge base
- Manual citation entry for handwritten violations
- Audit Trail for citation processing and specific activities
- Scofflaw listing generation for delivery to the OpsMan Mobile issuance application
- In-office Payment Acceptance
 - Passport does not accept in-person credit card payments.
 - All in-person credit card payments need to be done online through the portal or manually logged in OpsMan Web after being processed through an external system.
 - Passport will not integrate with a cash drawer or check reader
 - Any cash payments will need to be manually logged in OpsMan Web after being processed through an external system.
 - Any check payments will need to be manually logged in OpsMan Web after being processed through an external system.

OpsMan Mobile Monitoring and Issuance Application

Passport will continue to provide its monitoring and issuance application, OpsMan Mobile, to the Client to be used in conjunction with the monitoring and issuance devices the Client secures.

Passport's OpsMan Mobile is an Android application that provides the following functionality:

- Secured permission-based access for application functionality
- Real-time aggregator or parking rights from Passport Parking, parking meters and permits
- Seamless workflow for entering the required key data for each citation
- Real-time citation issuance and back-office system upload for all violations
- Real-time warning issuance and back-office system upload for all warnings
- Real-time scofflaw indication notifications
- Historical LPN violation issuance history notifications
- Offline citation and warning issuance with automatic data upload upon reconnection
- Time limit marking (electronic chalking)
 - One vehicle tire stem marking functionality
 - Capability to print chalking marks on overtime violations. Stem value positioning marks are not able to be printed on the citation.
- Parking enforcement officer notes with the ability to print or not print the notes on the citations
 - Regardless of printing, all notes are available in the backend system, Operator Management
- Citation reprints
- Real-time citation voiding capabilities
- Last second citation data input verification
- Last second payment verification before issuance
- Barcode printing
- Violation cost increases for late penalties based on a set schedule
- Color photographs that are electronically attached to each violation

Citation Lifecycle

After a citation has been issued, the citation can be either paid or appealed before the citation begins to escalate in price after a certain number of calendar days of no action from the violator.

Please see below for a dedicated overview of each of these scenarios.

Citation Payment and Appeals Portal

Passport will continue to provide the Client's web portal for violators to make payment on their citation(s). The web portal is visually configured to match the colors and logo preference of the Client and can be accessed at bartlett.rmcpay.com.

Please see below for an overview of the web portal for payments:

Payments

The web portal provides the following search and payment functionality:

- Mobile friendly, Client-branded portal that allows violators to search for and pay their citations online
- Search by Citation Number
 - Citation status indication is provided as well as full details on the specific citation
 - External Note(s) and Photographic Evidence is provided to the violator for each citation viewed
 - Payment capabilities
- Online Payment Capabilities
 - Shopping cart style feature to allow single or multiple citations to be paid in one transaction
 - Credit or Debit Card payment acceptance
 - Email notification to the payer of payment

Appeals

The web portal provides the following search and appeal functionality:

- Search by Citation Number, License Plate Number or VIN
- Review the corresponding violation information such as date/time, description, amount, and supporting photo evidence
- Online appeal submission
- Evidence upload capabilities
 - Photographic
 - Text
- Email notification to appellant of appeal submission

All submitted appeals will be accessed and reviewed via Client Portal. Permitted Client Portal users will be provided with the ability to approve or deny an appeal via the web based interface. The appeals process provides one level of review and approval.

After a citation has been submitted for an appeal, that citation's escalation schedule will pause until a decision has been made on the appeal. Once a decision has been made, the citation will resume its escalation schedule.

Passport will ensure that a citation cannot be appealed if it has been either paid or if the citation has aged past eleven (11) calendar days. In addition, Passport will ensure that a citation can not be appealed more than once.

Citation Types

Passport has the following citation types and fine amounts configured:

Violation Type	Initial Fee	Citation Amount Due If Paid After 11 days
NONPAYMENT OF 1.50 IN METER/COLLECTION BOX 6-11-1304.7B	\$25	\$50
PERMIT PARKING 6-11-1304.8A	\$25	\$50
EXPIRED REGISTRATION /STICKER NOT DISPLAYED 6-11-1303(a)1(l)	\$25	\$50
TWO HOUR PARKING (EXCEEDED) 6-11-1303.2A	\$25	\$50
FOUR HOUR PARKING (EXCEEDED) 6-11-1303.2B	\$25	\$50
ILLEGAL USE OF HANDICAP SPACE 6-5/11-1301.3	\$25	\$50
FAILURE TO ABIDE BY POSTED SIGNAGE 6-11-1304.10	\$25	\$50
SCHEDULE V, NO PARKING ZONES 6-11-1303.1A	\$25	\$50
RESIDENTIAL PERMIT PARKING AREA 6-11-1304.8.1A	\$25	\$50
VEHICLE FOR SALE IN PARKING LOT 3-9-3 A	\$25	\$50

Automatic Late-Notice Letter Sending

The Client understands that Passport has not configured automatic late-notice letter sending for the Client.

Passport will leverage email communications for other customer communications, such as:

- Citation receipts
- Appeal responses

Scofflaw List Management and Notifications and Tow Procedures

Passport understands that the Client does not maintain a scofflaw list. As such, Passport will not produce or maintain a scofflaw list based on unpaid citation activity.

Registered Owner Information Lookup

Passport will continue to provide registered owner lookup services to the Client via Nlets.

Handheld Enforcement Hardware

Monitoring and Issuance Devices

The Client has previously purchased and is in possession of Android-based devices for the purpose of monitoring enforcement activities and issuing citations through OpsMan Mobile.

- The Client understands that any Android devices purchased in the future need to support the latest Android operating system. Passport recommends choosing a device that is the latest model or a model that is no older than the third newest model
- The Client is responsible for maintaining and paying for the data plans associated with the devices

Issuance Printers

The Client is in possession of the wireless bluetooth printers that are used in the field.

Custom Citation Issuance Paper

Passport understands that the Client will continue to use the existing custom paper template and stock for issuing parking citations.

Digital Permits Product

Operator Management Back-Office Portal

Passport will continue to provide the Client with direct access to its back-office portal, Operator Management (“OpsMan”), that allows permit system administrators to manage their entire permit system, including the approval queue, waitlists, and reports. The back office portal also allows administrators to manage customer accounts and issue permits.

Manage Permits

Manage permits functions as a search user interface to quickly search for a specific permit and then take an action:

Core functionality includes:

- Viewing a permit’s status and general details
- View and add notes to a permit
- View the historical actions taken on a permit
- View the user associated with the permit
- View the payment history of the permit
- Email or print previous receipts
- Edit unrestricted Permit details
- Update the status of a permit: disable or cancel
- Renew and apply payments to permits
 - Passport does not accept in-person credit card payments.
 - All credit card payments need to be done online through the portal or through an external card processing system
 - Passport will not integrate with a cash draw or check reader
 - Any cash payments will need to be manually logged in OpsMan Web after being processed through an external system
 - Any check payments will need to be manually logged in OpsMan Web after being processed through an external system

Issue Permits

Issue permits functions as a quick action drawer user interface to manually issue permits through the back-office system.

Core functionality Includes:

- Permit Issuance

- Waitlist / limit information
- Eligibility requirement and document submission override

Approval Queue

The approval queue functions as a single first in, first out list with searching capabilities. Individual applications can be inspected via a drawer user interface within the same page. Relevant Search and Filtering capability is also provided.

The approval queue can be filtered for specific permit types.

Approving or rejecting a permit application can be completed from the inspection view, progressively over the list order or in bulk from the main list view.

Core functionality includes:

- Inspect, approve or reject applications
- Separate change requests from new permit applications

Reporting

Reports are made available within the Client portal. All reports are presented as a list with the ability to filter for reports. The digital permits product has three core reports available:

- Exportable permit payment and refund report
 - All cashflow shown in one report
 - Allows filtering by date range
- Exportable permit zone report
 - Allows filtering by zone, status, and/or date range
- Exportable permit detail report
 - Allows filtering by type, cycle, status, and/or date range

End-User Customer Portal

Passport will continue to provide the Client with a web-based portal that is publicly accessible and allows permit applicants/holders to apply, purchase, and manage their permit(s).

Customization with Client Branding

The permit portal will be accessible online at bartlettpermits.rmcpay.com

End-User Customer Portal Functionality

The following functionality will be available to the end-users through the customer portal:

- View available permit types
- View waitlist position
- Complete an online application to apply for the permits
 - Upload supporting collateral to meet permit qualification requirements (i.e. Proof of Residency, vehicle registration, etc.)
- Shopping cart style checkout for purchasing multiple permit payments.
- Add / remove debit or credit cards
- Auto-renewals
- FAQ's
- Terms and conditions

Application Workflow

Permit applications function as a stepped, progressive series of data collection covering all information required of the applicant. The workflow allows open selection and application for any permit type.

- All applications are started by selecting a permit type.

Core functionality includes:

- Ad hoc custom fields for required vehicle or permit holder / applicant information
- Requirement validation on input fields
- Proof of Eligibility document upload

Manage Permit

Core functionality includes:

- Permit details: view general details and call to act to manually renew if eligible
- Permit holder Information: view / edit all fields related to the permit holder
- Vehicle Holder Information: view / edit all fields related to a vehicle, add and remove vehicles, if allowed

- **Payment History:** view all previous payments and refunds toward the individual permit as well as downloading payment receipts

Custom Integrations or Configurations

T2 / Digital IRIS Integration

Passport will continue to provide its space-based T2 / Digital IRIS multi-space parking meter integration on behalf of the Client so that T2 / Digital IRIS parking sessions can be viewed in Opsman Mobile for monitoring and enforcement purposes.

Assumptions & Notes

While performing these services, Passport will rely upon the concerted engagement, direction, authorization, approvals or other information provided by the Client's primary stakeholder and technical teams.

The Client's Project Manager and respective team will be responsible for contributing to and reviewing Weekly Status Reports and reporting Project issues.

Additional Client responsibilities include:

- Providing operational information in a timely manner
- Providing a list of stakeholders for preliminary implementation
- Making a good faith effort to facilitate the continued progress of the implementation
- Perform user acceptance testing to confirm the accuracy of configured attributes in the system
- Provide written approval on each aspect of the system

Deliverables or activities not specifically identified as in scope throughout this document are by definition out of scope, unless accompanied by an approved Scope Change Order.

Project Change Control

Changes may be required to manage unanticipated or new information that may arise during the course of the implementation and delivery of this solution that impacts an existing (or creates a

new) deliverable, restriction, milestone, or dependency. This Project Change Control process is meant to enforce a process to ensure changes are tracked and approved appropriately throughout the project.

Process

- A Passport representative will complete a Scoping Change Order form describing the exchange to be evaluated.
- Passport will perform an impact assessment (cost, schedule, risk, etc) and provide a recommendation for how to achieve the Client's objectives in the context of the latest information.
- The Client will decide whether or not to proceed with Passport's recommendation or to suggest an alternative approach.
- If the Change Request is approved by the Client and returned back upon full execution, then the Change Request document will be incorporated as part of the Statement of Work.

Timeline Effects

- Upon approval by all parties, the impact assessment associated with such a change request shall augment any prior commitments or estimates of timeline and pricing in this Statement of Work, which shall no longer apply. Passport will use commercially reasonable efforts to maintain the timeline and cost associated with this Statement of Work, augmented by any and all Change Request(s) approved by all parties.

ORDER FORM

This Order Form (the "Order Form"), effective as of _____, is being entered into by and between Passport Labs, Inc. and Village of Bartlett, IL ("Customer") pursuant and subject to the Software License and Service Agreement (the "Agreement") entered into by the Parties as of _____. Upon execution, this Order Form shall be incorporated by reference in and subject to the Agreement. Capitalized terms used but not defined herein shall have the same meanings as set forth in the Agreement.

I. **SUMMARY OF THE PRODUCTS AND SERVICES**

This Order Form, together with any Product Specific Terms attached hereto and made a part hereof in Schedule 1 and the SOW attached hereto and made a part hereof as Schedule 2, contains the terms and conditions applicable to the Products and related services purchased pursuant to the Agreement.

PRODUCTS AND SERVICES	
Mobile Payment for Parking Platform ("MPP")	X
Custom-Branded MPP	
Citation Management Platform ("CMP")	X
Digital Permits for Parking Platform ("DPP")	X
License Plate Recognition Platform ("LPR")	

II. **FEES**

A. Fees. The fees are as follows:

Products and Services	Fee(s)	Fee Type(s)
Mobile Payment for Parking ("MPP"):		
Per Transaction MPP Service and License Fee	\$0.32	Per Transaction ¹
Maximum Convenience Fee Passed through to Parking Customers	\$0.32	Per Transaction
Citation Management Platform ("CMP"):		
CMP Service and License Fee	\$3.00	Per Ticket Paid
Cost Per Notification Letter Sent by Passport	\$1.50 plus applicable postage	Per Notification Letter
Digital Permits for Parking ("DPP"):		
DPP Service and License Fee	\$1.00	Per Permit Per Month
Merchant Services Fee	MPP: 2.9% + \$0.30/transaction CMP: 2.9% + \$0.30/transaction DPP: 2.9% + \$0.30/transaction	
Payment Gateway Fee	Other	

¹ 1. An MPP "Transaction" is a single parking session lasting less than twenty-four (24) hours in duration.

III. BILLING INFORMATION

Billing Contact Name:	Scott Strycki
Billing Email Address:	sskrycki@vbartlett.org
Billing Address:	228 S. Main Street, Forest Park, Illinois 60130

IN WITNESS WHEREOF, Passport and Customer have each caused this Order Form to be executed by its duly authorized representatives.

Village of Bartlett, IL

Passport Labs, Inc.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE 1

MOBILE PAYMENT FOR PARKING

Services:

Passport will provide services and license software, including all web and mobile applications and related documentation necessary for Customer to operate a mobile payment for parking program ("MPP") which allows all parking customers in any parking facilities owned or managed by Customer (the "Premises") the ability to pay for parking using a smartphone application or mobile web application.

Equipment:

Passport will provide Customer an initial quantity of signs and decals consistent with Passport's marketing best practices at no charge to support the implementation of the MPP. Customer will be solely responsible for installing all signs and decals in the Premises. Additional signs and decals shall be charged at Passport's then-prevailing unit prices. Passport will provide a design file to allow Customer to print replacement signs and decals at no charge.

Ancillary Fees:

- a) Customer will pay a ten dollar (\$10) administrative fee in addition to sign and shipping costs per sign for any additional or replacement signs purchased through Passport.
- b) Customer will pay a one dollar (\$1) administrative fee in addition to decal and shipping costs per decal for any additional or replacement decals purchased through Passport.

Third Party Providers:

In order to expand the management data available to Customer and to improve access and the user experience for a broader group of individuals wishing to pay for parking and engage in related transactions via channels other than the MPP provided by Passport, Passport may, at its option, allow the use of third-party provider's (each a "Third Party Provider") interfaces for initiating parking transactions or to enhance the mobility experience, including any and all possible methods available to parkers to request the right to access and occupy a parking space or otherwise-denominated curb space for any period of time (in accordance with Customer's applicable rates, rules, ordinances, and regulations). Such interfaces will include, but not be limited to, in-dash vehicle systems, navigation systems (whether in-dash or smartphone-based), business intelligence solutions, and mobile payments for parking applications other than Passport's MPP (each an "Interface").

Should Passport exercise this option, such Third Party Provider(s) shall contract directly with Passport to establish the integrations necessary for Passport to facilitate all mobile payments for parking sessions and related transactions for the Third Party Provider(s) and its end users. The term "facilitate" includes, but is not limited to: (a) all tasks related to parking rights management, including the calculation of parking session prices, (b) the management of rates, rules, and restrictions and zones, spaces, or other units of parking or curbside inventory; (c) transactional reporting; (d) tasks related to transmission of parking rights data to parking enforcement systems and any data processing systems; (e) tasks related to refund issuance, parking rule management, reconciliation of funds, invoicing, and other administrative functions; and (f) all back-office management interfacing necessary to manage the foregoing and all other tasks necessary or desirable for Passport to effectively manage the issuance and processing of parking rights on behalf of City (the "Shared Services"). For parking transactions initiated via a Third Party Provider's Interface, payment processing must be conducted by Passport.

Notwithstanding anything to the contrary in the Agreement, Passport may share Operational Data with Third Party Providers to the extent necessary to enable the Shared Services. Customer acknowledges and agrees that a Third Party Provider may configure and control the feature set of its own Interface so long as it is capable of performing the functions required to interact with Passport's platform and execute parking transactions as designated in the scope of work. Customer further acknowledges and agrees that certain data received from Third Party Providers may be more limited than what Passport can provide to Customer as Customer's MPP provider and may need to be provided, if at all, on an aggregated and/or anonymized basis; Passport shall, however, use commercially reasonable efforts to supply such data as may be reasonably requested by Customer for its internal purposes.

To utilize the Shared Services, each Third Party Provider will be required to integrate with application programming interface endpoints provided by Passport, which cannot be accessed or utilized by such Third Party Provider prior to the execution of a standalone contract with Passport governing the access, use, pricing, disclosure, and governance of the Shared Services consistent with the foregoing paragraphs and as otherwise determined by Passport in its sole discretion.

CITATION MANAGEMENT PLATFORM

Services:

Passport will provide services and license all software, including all web and mobile applications and related documentation, necessary for Customer to operate the CMP, which allows Customer's parking enforcement officers in any or all parking facilities owned or managed by Customer the ability to issue parking citations that may be paid online through Passport's payment portal, as follows:

- a) Passport will provide an online payment portal through which parking violators may pay outstanding parking citations.
- b) Passport will send a second letter after a number of days as mutually agreed upon by the Parties after issuance for each applicable unpaid citation owner.

Equipment:

- a) Customer must purchase a sufficient number of Android-based handheld devices for each parking enforcement officer to have access to one device while conducting parking enforcement activities.
- b) Customer must maintain at its sole cost one (1) wireless data plan for each Android device.
- c) Customer must possess at least one (1) Bluetooth-enabled printer per Android device described above.
- d) If Customer chooses to purchase additional Bluetooth-enabled printers through Passport, the price will be quoted at the time of order.
- e) Customer shall be responsible for applying the necessary configurations to any Android-based handheld devices and any printers it purchases using specifications provided by Passport, provided, however, that Passport shall provide the initial configuration to any printers purchased through Passport
- f) In addition to the hardware unit costs, Customer will be responsible for paying all shipping costs and printer paper costs
- g) If Customer orders custom printer paper through Passport, Customer will be responsible for paying the costs of creating, printing, and shipping such custom paper plus a service fee to Passport; Passport is unable to provide estimated costs until specific details of Customer order have been confirmed due to the variable costs of Passport's third-party vendors.

SCHEDULE 2

SOFTWARE LICENSE AND SERVICE AGREEMENT

This Software License and Service Agreement is effective as of _____ (the "Effective Date") and entered into by and between Passport Labs, Inc., a Delaware corporation ("Passport"), and Village of Bartlett, IL ("Customer"). Passport and Customer are each a "Party" and collectively the "Parties." Passport is in the business of providing, and Customer desires to obtain from Passport, certain parking- or transit-related software, hardware, and/or related services. This Agreement establishes the master terms and conditions that will apply to Customer's purchase from Passport of the products and services under this Agreement and Passport's delivery of the same to Customer. In consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS.

For purposes of this Agreement, the following terms shall have the meaning set forth below (or as otherwise defined in the Agreement):

1.1. "Agreement" means this Software License and Service Agreement, the Product-Specific Terms, the Order Form(s), the Statement(s) of Work, and all other attachments, exhibits, and schedules hereto.

1.2. "Confidential Information" means all information of either Party ("Disclosing Party") which is disclosed to the other Party ("Receiving Party") pursuant or in relation to this Agreement (a) if in written form, that is marked "Confidential," "Proprietary," or with words of similar import; and (b) if in written form, but not marked "Confidential," "Proprietary," or with words of similar import, or if disclosed verbally that a reasonable person would regard such information as confidential under the circumstances of disclosure or in view of the nature of the information. Confidential Information includes, by way of illustration and not limitation, this Agreement, the Passport System and all components thereof, the Intellectual Property, and all non-public know-how, inventions, techniques, processes, algorithms, software programs, schematics, designs, contracts, customer lists, financial information, pricing information, marketing information, and product plans.

1.3. "Customer" is the entity specified in the preamble and includes any entity directly or indirectly controlling, controlled by, or under common control with Customer including, without limitation, any subsidiary, affiliate, or parent of Customer on the Effective Date of this Agreement.

1.4. "Documentation" means the technical documentation for the Passport System provided by Passport to Customer, including all updates and versions thereof, whether in the form of electronic or printed materials, magnetic media, or machine-readable format.

1.5. "End User" means any individual who uses any component of the Passport System to transact for any Product.

1.6. "Go-Live Date" means the date on which the Passport System, or any individual Product thereof if more than one Product is purchased under this Agreement, is launched and begins to be utilized by Customer.

1.7. "Initial Term" means a period of thirty-six (36) months from the Go-Live Date, unless otherwise indicated in an Order Form.

1.8. "Intellectual Property" means all tangible and intangible property of Passport or its third-party vendors provided to Customer pursuant to this Agreement that is embodied in or used in connection with the Passport System, including, without limitation, trade names, source code, trademarks, copyrights, patents, and trade secrets, and/or which is protected or is protectable under copyright, patent, trade secret, service mark, trademark, or other intellectual property laws and/or regulations.

1.9. "License Fees" means the fees owed to Passport in consideration of providing Customer the Passport System pursuant to this Agreement as memorialized in the Order Form or elsewhere in the Agreement.

1.10. "Licensed Hardware" means the Passport hardware and any Third Party Hardware as more particularly set forth in an Order Form.

1.11. "Licensed Software" means the Passport software and any Third Party Software as more particularly set forth in an Order Form.

1.12. "Order Form" means that certain form bearing the same caption on which the Products, Third Party Products, and any other software, hardware, products, or services ordered by Customer under this Agreement, among other things, are specified.

1.13. "Passport System" means collectively the Licensed Software, Licensed Hardware, Documentation, and any Third Party Products licensed or sold under this Agreement by Passport to Customer.

1.14. "Product" means any product offered by Passport, including a mobile payments for parking platform, a citation issuance and management platform, a digital permits platform, a mobile payments for transit platform, a micromobility management platform, and a unified platform for the management and distribution of parking rates and business rules, as well as any other product identified in an Order Form.

1.15. "Product-Specific Terms" means those separate legal terms appended to this Agreement that apply to each Product purchased by Customer under this Agreement.

1.16. "Renewal Term" means a period of three (3) twelve month renewal terms following the Initial Term, unless otherwise indicated in an Order Form.

1.17. "Statement of Work" or "SOW" means a statement of work agreed upon by the parties with reference to each Product purchased under this Agreement and appended to this Agreement or to an Order Form. Any variation to a Statement of Work must be memorialized in a change order that is agreed upon and signed by the parties.

1.18. "Substantial Completion Date" means the date that Passport has completed configuring the Passport System, or any individual Product thereof if more than one Product is purchased under this Agreement, to the specifications as set forth in the applicable SOW and is ready to be launched and utilized by Customer. Passport will notify Customer when it has achieved the Substantial Completion Date for each Product.

1.19. "Term" means the Initial Term and any Renewal Term(s).

1.20. "Third Party Hardware" means the hardware (and any related software embedded in or distributed with the hardware by the manufacturer of such hardware) manufactured by third parties and resold and/or sublicensed by Passport to Customer.

1.21. "Third Party Products" means Third Party Hardware and Third Party Software.

1.22. "Third Party Software" means all software owned by third parties, sublicensed by Passport to Customer and integrated into or interfaced by Passport into the Passport System.

2. SERVICES

2.1. Performance. Passport shall perform the services and deliver the software and products under this Agreement in a competent, professional, and workmanlike manner consistent with industry practices. Passport will maintain all permits, certificates and licenses required by applicable law and Passport's employees performing the services will be qualified to perform the services and licensed as required. Passport will at all times during the Term be duly organized, validly existing and in good standing under the laws of the state of Delaware.

2.2. Order Forms. The Order Form shall set forth what Passport is to provide to Customer under this Agreement. To the extent Customer wishes to procure, and Passport wishes to provide, any additional products or services, the parties shall enter into one or more additional Order Forms as applicable that shall each form a part of and be subject to this Agreement.

2.3. Products. As of the Effective Date, Passport provides the Products (as defined above) in the marketplace (as well as related Third Party Products). Customer may request the addition of any Products and related services to the extent not provided by Passport to Customer as of the Effective Date and any additional software or platforms developed by Passport from and after the Effective Date, which shall be memorialized in a subsequent Order Form along with any additional terms (if applicable).

3. COMPLIANCE WITH LAW

3.1. In providing the services under this Agreement, Passport will comply at its sole cost and expense with all applicable federal, state, provincial, county, and municipal laws, statutes, rules, regulations and ordinances.

4. LICENSE; SERVICES

4.1. License Grant. Subject to the terms and conditions of this Agreement and all Third Party Software licenses, including, without limitation, the payment of all applicable License Fees, Passport hereby grants Customer a revocable, non-exclusive, nontransferable, non-subleaseable, and non-assignable license to use the Passport System during the Term for Customer's own internal operations in accordance with the terms of, and subject to the restrictions contained in, this Agreement.

4.2. License Restrictions. As a condition to the license set forth in Section 4.1, Customer shall not, directly, indirectly, alone, or with another person or entity (a) decompile, disassemble, interpret, reverse engineer, translate, or otherwise determine or attempt to determine any source code, algorithms, or underlying ideas of the Licensed Software or any portion thereof; (b) remove or modify any Passport or third-party markings, identification, copyright, or other notices from the Passport System; (c) sublicense, provide, lease, lend, pledge, use for timesharing or service bureau purposes, or allow others to use the Passport System to or for the benefit of third parties; (d) modify, change, incorporate into other software, create any databases other than as permitted herein, or create a derivative work of any part of the Licensed Software or Documentation; (e) disclose results of any performance information, analysis, or program benchmark tests without Passport's prior written consent; (f) make the Passport System, in whole or in part, available in any manner to any third party; (g) install or use the Passport System in any manner not in accordance with the license grant pursuant to Section 5.1; or (h) attempt to do any of the foregoing whether individually or with others.

4.3. No Other Licenses. Except as specifically granted in this Agreement, no license or other right is granted, either directly or indirectly, by implication or otherwise, to Customer, and all other rights are expressly reserved to Passport or its third-party vendors, as applicable.

5. THIRD PARTY PRODUCTS

5.1. The successful delivery of the Passport System may require that Customer use certain Third Party Products depending on Customer's operations, and, if so, Customer will be notified. Customer agrees to be bound to all licenses, obligations, restrictions, and limitations in connection with any Third Party Products. Excluding warranty of title to any Third Party Products, all other Third Party Product warranties, including, without limitation, warranties with respect to materials, workmanship, capability, and intellectual property rights are made by such manufacturers and not by Passport. Passport will use commercially reasonable efforts to pass through to Customer for Customer's benefit all end-user warranties that the Third Party Products vendor(s) provides directly to Passport. Customer will look solely to such vendors or manufacturers for all remedies under such warranties.

6. INTELLECTUAL PROPERTY

6.1. Ownership. Customer acknowledges and agrees that the Intellectual Property is exclusively owned by and reserved to Passport, or to Passport's Third Party Software or Third Party Hardware providers, as the case may be, and Passport or such Third Party Software or Third Party Hardware providers will retain all right, title, and interest in the Intellectual Property. Customer will neither acquire nor assert any ownership or other proprietary rights in the Intellectual Property or in any derivation, adaptation, or variation thereof (regardless of who creates the derivation, adaptation, or variation) except as otherwise explicitly set forth in this Agreement.

6.2. Feedback. Nothing in this Agreement or in the Parties' dealings arising out of or related to this Agreement will restrict Passport's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback (as defined below), without compensating or crediting Customer or the individual providing such Feedback, except to the limited extent that Section 21 (Confidentiality; Trade Secrets) governs Feedback that constitutes Customer's Confidential Information. Notwithstanding the provisions of Section 21 (Confidentiality; Trade Secrets), Customer may not designate Feedback as its Confidential Information to the extent that such Feedback relates to the Passport System. "Feedback" refers to any suggestion or idea for improving or otherwise modifying the Passport System.

7. PRIVACY POLICY; TERMS OF USE

7.1. End users' use of the Passport System shall at all times be governed by Passport's Privacy Policy, which can be viewed at <https://passportinc.com/privacy-policy/>, and Passport's Terms and Conditions, which can be viewed at <https://passportinc.com/terms-and-conditions/>. Passport's Privacy Policy and Terms and Conditions may be amended from time to time in Passport's sole discretion.

8. SUPPORT SERVICES

8.1. Customer Support. Passport will provide telephone and email support to Customer's staff Monday through Friday between 8:00 a.m. to 7:00 p.m. ET to address technical support issues. Passport will provide 24/7 after-hours telephone support. Passport can be contacted for support issues at:

- 980-939-0990 or via email at help@passportinc.com (Monday-Friday 8AM-7PM ET)
- 866.815.3043 or help247@passportinc.com (after-hours support)

8.2. End User Support. Customer shall provide initial support, including inquiries via telephone and email, for End Users. If Customer is unable to address End User inquiries, Customer may direct End Users to Passport's End User support team, which is available Monday through Saturday between the hours of 8:00 a.m. to 9:00 p.m. ET at 704-817-2500 or via email at support@passportinc.com. Customer should not display Passport's support phone numbers (or other direct contact information for Passport) on any marketing or signage visible by End User.

9. PRODUCT UPDATES

9.1. Updates. To the extent that Passport releases any system-wide improvements, modifications, updates, or enhanced versions of the Licensed Software during the Term, the improvements, modifications, updates, or enhanced versions will, when available, be provided to Customer at no charge and will automatically be subject to the terms of this Agreement.

9.2. New Features. Customer may request new features or functionality to be built into the Passport System, and, to the extent that Passport plans in its sole discretion to incorporate such requested new features or functionality into the Passport System, Passport will develop such features and functionality at no cost to Customer pursuant to Passport's development timeline. If Customer desires to expedite such development, Passport may, in its sole discretion, charge Customer an expedite fee to develop the requested features or functionality, provided, however, that Passport shall first notify Customer of the expedite fee and receive written approval from Customer to proceed. If Customer's requested features or functionality are created for Customer's use and Passport does not plan to incorporate such requested features into the Passport System, Passport may, in its sole discretion, charge Customer a custom development fee for the development of such features or functionality, provided again, however, that Passport shall first notify Customer of the custom development fee and receive written approval from Customer to proceed.

10. UPTIME

10.1. Passport will provide the Passport System with Uptime (as defined below) of at least ninety-nine percent (99.0%) calculated over a rolling six-month period ("Uptime Guarantee"). For any month during which the Passport System uptime drops below the Uptime Guarantee, Passport will provide a billing credit in an amount equal to the percentage difference between a) the lowest uptime reached at any point during the month (calculated on a rolling six month period) and b) the Uptime Guarantee, multiplied by the total fees payable to Passport for such

month. For example, if Uptime falls to ninety-five percent (95.0%) during a given month and if during that month the fees payable to Passport were one hundred dollars (\$100.00), Passport will issue a billing credit of four dollars (\$4.00). Uptime is defined as any period of time during which end users of the Passport System can use the Passport System, excluding any scheduled maintenance performed by Passport after hours or unavailability or impaired functionality of the Passport System due to causes outside of Passport's reasonable control (e.g., disruptions caused by Passport's hosting or payment processing partners).

11. FEES; PAYMENT

11.1. License Fees. In consideration for the licenses granted to Customer under this Agreement, Customer shall pay to Passport the License Fees.

11.2. Annual License Fees. For License Fees that are payable on an annual basis, as indicated in an Order Form, License Fees for the first year of the Term are due and payable upon the Effective Date and, thereafter, on the anniversary of the Effective Date for the duration of the Term.

11.3. Third Party Products Fees. Customer shall pay Passport all fees related to Third Party Products supplied to Customer under this Agreement as set forth in an Order Form (collectively, the "Third Party Product Fees"), if applicable. Fees for Third Party Products provided through Passport from and after the Effective Date may be subject to change based on the then-prevailing market rates of any Third Party Product provider for such products.

11.4. Implementation or Monthly Minimum Fees. Customer shall pay Passport the implementation fees or monthly minimum fees, if any, as set forth in an Order Form.

11.5. Fee Assumptions. Passport's License Fees, gateway services fees, and merchant services provider fees as set forth in this Agreement as of the Effective Date are conditioned upon certain underlying information pertaining to Customer's operations provided to Passport by Customer relating to transaction volume (e.g., number of mobile pay transactions, number of citations written, or number of parking permits purchased), transaction rates (e.g., hourly parking rates, citation rates, and permits rates), and average dollar amount of transactions as of the Effective Date, as well as card network fees in effect as of the Effective Date. To the extent there are non-trivial changes in any of the foregoing from and after the Effective Date, the License Fees, gateway services fees, and/or merchant services provider fees are subject to change to maintain, as closely as possible, the economic arrangement anticipated, or subsequently achieved, based on the information and card network fees in effect as of the Effective Date. Passport and Customer shall negotiate in good faith with respect to the same, provided, however, that Passport shall not be obligated to continue providing the Passport System if the Parties are unable to reach agreement on a revised fee structure.

11.6. Expenses. Customer shall reimburse Passport for any travel, lodging, and meal expenses incurred in connection with Passport's performance under this Agreement, which shall be invoiced as incurred.

11.7. Payment Terms. Unless otherwise indicated in an Order Form, all payments due to Passport hereunder are due and payable within thirty (30) days after the date of the invoice. Any amounts not timely paid shall bear interest at the rate of one and one-half percent (1.5%) per month from the due date or, if lower, the maximum rate permissible by law. If Customer fails to remit payment when due, Passport will have, in its sole discretion, the right to immediately suspend or terminate Customer's access to the Passport System in accordance with Section 17.2.1 and/or withhold funds in Passport's possession that would otherwise be remitted to Customer, in addition to any other remedies available to Passport under this Agreement or under law. Unless otherwise specified in an Order Form, all amounts payable to Passport hereunder are payable in full in United States Dollars without deduction or set off and shall be in addition to all tax obligations of Customer. If a currency other than the U.S. Dollar is specified in the Order Form, the exchange rate will be fixed at the foreign exchange rate published by the United States Federal Reserve on the date the remittance of payment is made or pursuant to a suitable commercially available service to the extent utilized by Passport in its sole discretion. If Customer requires remittance of funds by check or custom invoicing inconsistent with Passport's standard format, Passport reserves the right to assess reasonable additional fees that shall be communicated and agreed upon with Customer in advance.

12. CUSTOMER OBLIGATIONS.

In addition to the payment of fees as set forth above any other obligations of Customer set forth in this Agreement, Customer shall also be subject to the following covenants:

12.1. Customer shall use Passport as Customer's sole provider for the Products and services procured by Customer under this Agreement and any substantially similar products or services provided by other vendors that are capable of being provided by Passport.

12.2. Passport's pricing is conditioned on Customer's continuous use of the Passport System throughout the Term consistent with historical use of the Passport System or any predecessor system. Customer covenants that it will not, during the Term, take any action that would materially diminish or cease the use of the Passport System, except in the case of a termination pursuant to Section 17.2.

12.3. From and after the Effective Date, Customer shall cooperate reasonably and promptly with Passport, and devote sufficient personnel and resources, to support the configuration and implementation of the Passport System through and including the Substantial Completion Date and Go-Live Date, and thereafter as reasonably necessary to continue the ongoing operations and maintenance of the Passport System on behalf of Customer.

13. PAYMENT GATEWAY PROVIDER

13.1. Passport is a payment gateway provider and shall provide payment gateway services to Customer in connection with the Products delivered under the Passport System at the rates indicated in the Order Form.

14. MERCHANT SERVICES PROVIDER

14.1. Passport Labs, Inc. is a full-service Merchant Services Provider, meaning a service provider certified by the major card networks (Visa, Mastercard, Discover, and American Express) to process credit and debit card transactions. Passport maintains itself as the merchant of record and Merchant Services Provider in connection with the provision of the Passport system. Customer will be responsible for paying all transaction and processing fees as defined in the fee schedule. Passport may change or add fees and/or charges following a major network update that significantly impacts the merchant costs assumed by Passport and will communicate applicable updates through Passport's Service Delivery Process. Upon notice of changes, such fees and/or charges shall be immediately payable by Customer when assessed by Passport. Should additional fees or charges be deemed commercially unreasonable, Customer has the option to terminate this Agreement within fifteen (15) days of notice of change in fees by providing written notice to Passport.

15. TAXES

15.1. To the extent applicable, Customer agrees to pay all taxes levied by a duly constituted taxing authority against or upon the products and services provided pursuant to this Agreement, or arising out of this Agreement (excluding, however, taxes based on Passport's income) regardless of whether such taxes become due or payable at the time of delivery or use of the Passport System or subsequent thereto. Customer agrees to pay any tax for which it is responsible hereunder which may be levied on or assessed against Customer directly, and, if any such tax is paid by Passport, to reimburse Passport therefore, upon receipt of proof of payment by Passport. Customer agrees to indemnify, defend, and hold Passport harmless with respect to all taxes or duties which any federal, state, or local taxing authority requires Passport to pay on behalf of Customer.

16. SHIPMENT AND DELIVERY

16.1. If any Third Party Products are purchased by Customer under this Agreement, Passport will deliver the same FOB shipping point for delivery to the installation site designated by Customer. Customer agrees to pay all reasonable delivery charges for the Third Party Products. Delivery schedules may not be canceled, postponed, or changed without Passport's prior written consent. Unless otherwise expressly stated, shipments shall be separately invoiced and paid as billed without regard to subsequent deliveries. Failure to timely pay Passport any monies due or owing Passport shall excuse Passport from making further deliveries, in addition to any other remedies

to which Passport is entitled under this Agreement. Title to and risk of loss in the Third Party Products shall pass to Customer when the delivery carrier takes possession of the Third Party Products.

17. TERM AND TERMINATION

17.1. Term. This Agreement is effective as of the Effective Date and shall remain effective for as long as there is an active Order Form, unless sooner terminated pursuant to Section 17.2 below. Upon expiration of the Initial Term of an Order Form, the Order Form shall automatically renew for successive Renewal Terms on the same terms and conditions, unless either Party notifies the other in writing not less than one hundred eighty (180) calendar days prior to the expiration date of the Initial Term or the applicable Renewal Term of its intent not to renew.

17.2. Termination. The following termination rights are in addition to any rights provided elsewhere in this Agreement and are without prejudice to any other right or remedy available to Passport or Customer at law or in equity:

17.2.1. Passport may terminate this Agreement and all licenses granted hereunder upon notice to Customer in the event that Customer fails to make full payment when due of any amount required to be paid by Customer under this Agreement within ten (10) calendar days of Passport's written notice of such failure to pay.

17.2.2. This Agreement may be terminated by either Party upon thirty (30) calendar days' prior written notice to the other Party in the event of a material breach of a material provision of this Agreement, provided, however, that the termination shall not be effective if, during the thirty (30) day notice period, or such other cure period as mutually agreed upon by the Parties, the breaching Party cures the breach.

17.3. Effect of Termination. Upon expiration or termination of this Agreement for any reason, (a) any licenses granted to Customer and all rights of Customer in and to the Passport System will immediately terminate; (b) Customer shall immediately cease using the Passport System; (c) Customer shall return to Passport any Licensed Hardware which Customer has not obtained title to as of such expiration or termination, and (d) all monies paid or due or owing to Passport by Customer up to such cancellation, completion, expiration, or termination shall be deemed non-refundable. Customer shall make payment on Passport's final invoice as set forth in Section 12.4. Passport will provide commercially reasonable assistance to Customer to enable the transition of the services to a successor vendor, if requested by Customer, provided first, however, that Customer has remitted to Passport all outstanding balances.

18. WARRANTIES.

18.1. Passport Warranties.

18.1.1. Passport warrants that it has full power and authority to license the Passport System to Customer as provided herein without the consent of any other person, or, in the event such consent is required, Passport has obtained said consent.

18.1.2. Passport warrants that the unmodified Passport System will operate in accordance with its specifications. Under this warranty, Passport will correct any errors in the unmodified Passport System at no extra charge to Customer. The foregoing warranty shall not apply to Third Party Products.

18.1.3. Passport further represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement shall be the legal, valid, and binding obligation of Passport, enforceable against it in accordance with the terms hereof; (c) the execution and performance of this Agreement will not violate any federal, state, or local statute, rule, or regulation or any other contractual obligation of Passport, and (d) the person signing this Agreement on behalf of Passport is authorized to bind Passport to this Agreement.

18.2. Customer Warranties.

Customer represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement shall be the legal, valid, and binding

obligation of Customer, enforceable against it in accordance with the terms hereof; (c) the execution and performance of this Agreement will not violate any federal, state, or local statute, rule, or regulation or any other contractual obligation of Customer, and (d) the person signing this Agreement on behalf of Customer is authorized to bind Customer to this Agreement.

19. DISCLAIMERS

19.1. GENERAL. EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, PASSPORT EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. PASSPORT DOES NOT WARRANT AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS THAT THE PASSPORT SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE PASSPORT SYSTEM AND/OR ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT EVERY DEFECT IN THE PASSPORT SYSTEM WILL BE CORRECTED. THE PASSPORT SYSTEM IS EXPRESSLY PROVIDED "AS IS."

19.2. THIRD PARTY SOFTWARE AND THIRD PARTY HARDWARE DISCLAIMER. PASSPORT MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE THIRD PARTY SOFTWARE AND AS TO THE THIRD PARTY HARDWARE INCLUDING, WITHOUT LIMITATION, AS TO QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ALL OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR THIRD PARTY HARDWARE ARE HEREBY EXPRESSLY DISCLAIMED. THIRD PARTY SOFTWARE OR THIRD PARTY HARDWARE PROVIDED UNDER THIS AGREEMENT ARE EXPRESSLY PROVIDED "AS IS."

19.3. EXCLUSIONS. Notwithstanding any other provisions of this Agreement to the contrary, the limited warranties provided in this Agreement shall not apply to nonconformities, errors, or defects of any goods or services provided by Passport pursuant to this Agreement or any amendments thereto due to any of the following: (a) Customer misuse of the Passport System; (b) Customer modification of the Licensed Software; (c) Customer failure to utilize compatible computer and networking hardware and software or to install updated or enhanced versions of the Licensed Software provided by Passport; or (d) interaction with software or hardware not provided by Passport.

20. LIMITATION OF LIABILITY

20.1. IN NO EVENT SHALL PASSPORT'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT OF ALL FEES ACTUALLY PAID BY CUSTOMER TO PASSPORT PURSUANT TO THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD ENDING ON THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COST OF COVER, PUNITIVE, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED PROFITS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (A) TO CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT; OR (B) IN THE EVENT OF A BREACH OF THE PARTIES' CONFIDENTIALITY OBLIGATIONS CONTAINED IN THIS AGREEMENT.

20.2. PASSPORT AND CUSTOMER EACH ACKNOWLEDGE THAT THE PROVISIONS OF THIS AGREEMENT WERE NEGOTIATED TO REFLECT AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THEM OF ALL RISKS (BOTH KNOWN AND UNKNOWN) ASSOCIATED WITH THE TRANSACTIONS CONTEMPLATED HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL BE ENFORCEABLE INDEPENDENT OF AND SEVERABLE FROM ANY OTHER PROVISION OF THIS AGREEMENT.

21. CONFIDENTIALITY; TRADE SECRETS.

21.1. Obligations. Each Party will maintain in strict confidence all Confidential Information of the Disclosing Party. The Receiving Party will not disclose or grant use of the Disclosing Party's Confidential Information to any third party except to the Receiving Party's employees and other representatives who have a need to know such Confidential Information or as expressly authorized by the Disclosing Party in writing. The Receiving Party will not use the Disclosing Party's Confidential Information except as authorized by this Agreement. The Receiving Party will use at least the same standard of care to protect the Confidential Information of the Disclosing Party as it uses to protect its own confidential information of a similar nature, but in no event with less than reasonable care. The Receiving Party will cause each employee or other representative to whom the Receiving Party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Agreement. The Receiving Party will promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. Unless otherwise set forth herein, upon the expiration or termination of this Agreement for any reason, or upon the request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party (or, at the Receiving Party's option, destroy) all of the Disclosing Party's Confidential Information and shall promptly certify in writing that it has done so; provided, however, that the Receiving Party shall not be obligated to return or destroy any Confidential Information stored in archival or back-up files for which return or destruction is not reasonably practicable or any Confidential Information that must be retained for as long as necessary for purposes of audit, compliance, dispute resolution, or record retention pursuant to this Agreement.

21.2. Exceptions. The foregoing obligations of confidentiality shall not apply to any information that the Receiving Party can show is or was: (a) already known to the Receiving Party at the time of disclosure without obligation of confidentiality; (b) independently developed by the Receiving Party without use of or access to the Confidential Information of the Disclosing Party; (c) approved for disclosure by the Disclosing Party beforehand and in writing; (d) in the public domain without breach of this Agreement; or (e) lawfully received by the Receiving Party from a third party without obligation of confidentiality.

21.3. Permitted Disclosures. Nothing in this Section shall be construed to prohibit either Party from disclosing the Confidential Information of the other Party to the extent that such disclosure is required by applicable law or order of a court or other governmental agency, including pursuant to any open records law, open meetings law, or any other local public disclosure law applicable to Customer; provided, however, that the Receiving Party shall promptly notify the Disclosing Party in writing of such requirement and shall cooperate with the Disclosing Party to minimize the scope of any such disclosure and to obtain a protective or similar order.

21.4. Trade Secrets. Customer hereby acknowledges that the Passport System and its components, whether provided by Passport or its third-party vendors or licensors, constitute trade secrets of Passport and/or its third party-vendors or licensors, and as such are protected by civil and criminal law, are very valuable to Passport and/or its third-party vendors or licensors, and that their use must be carefully and continuously controlled. Customer agrees to notify Passport immediately of the unauthorized possession, use, or knowledge of any item supplied under this Agreement by any person or organization not authorized by this Agreement to have such possession, use, or knowledge. Customer will promptly furnish Passport full details of such possession, use, or knowledge and will cooperate fully with Passport in any litigation against third parties reasonably deemed necessary by Passport to protect its proprietary rights.

21.5. No Adequate Remedy. In the event of a breach of this Section 21, the parties agree that the Disclosing Party may not have an adequate remedy at law, in money, or damages and, accordingly, shall be entitled to seek an injunction against such breach without posting a bond, in addition to any other remedies at law or in equity.

22. DATA RIGHTS.

This Section shall govern the rights of Passport and Customer, as the case may be, with respect to the data that is subject to this Agreement. Passport will, by provisions in its Privacy Policy or otherwise, procure from such end users all such lawful consents and rights necessary to grant to Customer the rights in such data as stated in this Section. Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion, can be viewed at <https://www.passportinc.com/privacy-policy>.

22.1. Operational Data. Operational Data is data specific to Customer's operation that is provided by Customer to Passport to be used in the configuration and provision of the Passport System for Customer's use. Operational Data is specific to Customer's operation, which is not available to Passport publicly or by other means. Operational Data may include, but is not limited to, zone information, rate information, operational schedules, business metrics, business rules, parking and other inventory and assets, and relevant details of partner agreements. In each case, Operational Data may refer to past, present, or future states of such items. Operational Data is the sole and exclusive property of Customer. Customer grants Passport a perpetual, irrevocable, royalty-free, and non-exclusive license to Operational Data.

22.2. PCI-DSS Information. Payment Card Industry-Data Security Standard Information ("PCI-DSS Information") consists of the following items, each as defined by the then-current Payment Card Industry Data Security Standards ("PCI-DSS"): Account Data; Cardholder Data; Primary Account Number; and Sensitive Authentication Data. Passport acquires a license or sublicense to the PCI-DSS Information from end users who share such data with Passport in connection with their use of the Software. In providing the services under this Agreement, Passport will maintain Payment Card Industry – Data Security Standard certification and secure PCI-DSS Information in accordance with PCI-DSS. As such, Passport may not grant Customer derivative rights to such PCI-DSS Information and Passport shall not be required to disclose such PCI-DSS Information to Customer.

22.3. Personal Identifiable Information. Personal identifiable information ("PII") is any representation of information that permits the identity of an individual to whom the information applies to be reasonably determined or inferred by either direct or indirect means. Name, address, social security number, telephone number, or email address directly identify individuals. Certain data elements—including gender, race, birth date, geographic indicator (such as zip code or postal code), and other descriptors—can be used in conjunction or with other data elements to indirectly identify individuals.

22.4. Activity Data. Activity Data is any data generated in the providing of services under this Agreement by Passport to Customer and by end users' interactions with the services or with Passport directly that is not otherwise PCI-DSS information or PII as defined above. Activity Data may include, but is not limited to, user interaction data, geolocation data, opt-in/opt-out status (including compliance logs), purchase and session data, application diagnostic data, service performance data, and support data. Data that is derived from Activity Data is also Activity Data. Activity Data is the sole and exclusive property of Passport. Passport grants Customer an irrevocable, royalty-free, non-exclusive, non-assignable, and nontransferable license to Activity Data for the Term to the extent and in the format that Passport chooses in its sole discretion to expose such Activity Data through its administrative portal or as otherwise agreed upon with Customer and only for Customer's internal use in connection with the services provided under this agreement.

23. PUBLICITY; USE OF NAMES AND MARKS.

Subject to the provisions of Section 21 (Confidentiality; Trade Secrets), the parties will have the right to publicly disclose that Passport is Customer's provider of the Passport System as set forth herein by means of, by way of illustration and not limitation, news releases, public announcements, or other forms of publicity. Passport may use the name or marks of Customer, or reference the fact that Customer is a client of Passport, for business development purposes, as part of a portfolio or work, or in an illustrative list of clients.

24. DISPUTE RESOLUTION

24.1. Negotiation. If a dispute arises between or among Passport and Customer arising out of or concerning the meaning or interpretation of this Agreement or the terms or performance of this Agreement (collectively, a "Dispute"), Passport and Customer shall first attempt to settle such Dispute through good faith discussions and negotiations among principals of each Party authorized to bind each Party.

24.2. Venue; Jurisdiction. Any action or proceeding directly or indirectly arising out of a dispute will be settled exclusively in Mecklenburg County in the state of North Carolina and the parties expressly submit to and consent that the courts and authorities of the state of North Carolina will have exclusive jurisdiction over any such litigation. The parties hereby consent to service, jurisdiction, and venue of such courts for any litigation.

24.3. Governing Law. This Agreement, and any Disputes arising hereunder, shall be governed, interpreted, construed, and enforced in all respects in accordance with the laws of the State of North Carolina, excluding its conflict of laws rules.

25. GENERAL PROVISIONS.

25.1. Complete Agreement. This Agreement is intended as the complete, final, and exclusive statement of the terms of the agreement between the parties regarding the subject matter hereof and supersedes all other prior or contemporaneous agreements or understandings, whether written or oral, between them relating to the subject matter hereof. No amendment to, or modification of, this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties. Each Party expressly acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either Party to the other except as expressly set forth in this Agreement.

25.2. No Waiver. Failure by either Party to insist upon or enforce strict performance of any provision of this Agreement or to exercise any rights or remedies under this Agreement will not be construed or deemed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions, rights, or remedies in that or any other instance; rather, the same will be and will remain in full force and effect. Any waiver by either Party of its rights under this Agreement must be in writing and signed by a duly authorized representative of the waiving Party.

25.3. Assignment. This Agreement and all of its provisions will be binding upon and inure to the benefit of the parties and their respective permitted successors and assignees. Neither Passport nor Customer may assign any rights, interests, or obligations hereunder without prior written consent of the other Party, provided, however, that Passport may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this agreement. Any purported assignment in violation of this section shall be void and of no effect.

25.4. Construction. The language of all parts of this Agreement will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties. Headings of paragraphs herein are for convenience of reference only and are without substantive significance. No rule of law that requires that any part of the Agreement be construed against the Party drafting the language will be used in interpreting this Agreement.

25.5. Severability. In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, (a) the Parties shall amend the pertinent provision(s) to reflect as nearly as possible the original intentions of the Parties, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

25.6. Relationship of Parties. The Parties expressly understand and agree that each Party is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Further, neither Party, by virtue of this Agreement, will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other Party.

25.7. No Third Party Beneficiaries. This Agreement is made for the benefit of Passport and Customer and not for the benefit of any third parties.

25.8. Notices. All notices or other communications required or permitted to be made or given hereunder by one Party to the other Party shall be in writing and shall be deemed to have been given: (a) when hand delivered; (b) on the third (3rd) business day after the day of deposit in the United States mail when sent by certified mail, postage prepaid and return receipt requested; or (c) on the next business day after the day of deposit with reputable overnight delivery service. Such notices shall be sent to the address set forth below, or at such other addresses as may hereafter be furnished in writing by either Party to the other Party specifically as the Party's replacement address for notice under this Agreement.

If to Passport:

Passport Labs, Inc.
128 S. Tryon St., Suite 1000
Charlotte, NC 28202
Fax: (888) 804-1783
sales@passportinc.com
Attn: CRO

If to Customer:

Village of Bartlett, IL
228 S. Main Street
Forest Park, Illinois 60130
sskrycki@vbartlett.org

Attn: Scott Strycki

With a hard copy to General Counsel
and by email to
legal@passportinc.com

25.9. Force Majeure. If the performance of this Agreement or of any obligation hereunder is interfered with by reason of any circumstances beyond the reasonable control of the Party affected, including, by way of illustration and not limitation, fire, explosion, power failure, acts of God, war, revolution, epidemic, pandemic, or other public health concern, civil commotion, acts of public enemies, cybersecurity incident, any law, order, regulation, ordinance, executive order, or requirement of any government or legal body, delays or omissions attributable to third-party vendors, suppliers, or integration partners, or labor unrest, including, without limitation, strikes, slowdowns, picketing, or boycotts, then the Party affected shall be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations are contingent on the performance so interfered with); provided that the Party so affected shall use reasonable efforts to remove such causes of nonperformance.

25.10. Survival of Obligations. All rights and obligations of the parties under this Agreement, including, without limitation, those contained in the confidentiality provisions herein, which by their nature would continue beyond the termination or expiration of this Agreement, shall survive termination or expiration of this Agreement and shall remain in full force and effect between the parties.

25.11. Counterparts. This Agreement may be executed in several counterparts, each of which when executed and delivered shall be deemed an original and each of which alone and all of which together shall constitute one and the same instrument. Facsimile signatures (or signatures in a .pdf or similar copy of the original) or electronic signatures shall be treated as original signatures for the purpose of enforcing this Agreement. Any signature delivered by a Party by facsimile transmission or electronic delivery shall be deemed to be an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, each Party hereto, intending to be legally bound hereby, has caused its duly authorized representative to execute this Agreement and bind such Party effective as of the Effective Date.

Village of Bartlett, IL

Passport Labs, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SOFTWARE LICENSE AND SERVICE AGREEMENT

The following terms, including the terms and conditions found in all Exhibits and ADDENDUM NO. 1 attached hereto and expressly incorporated herein (the "Agreement"), represent the full understanding of PassportParking, Inc. ("Passport") and the Party named below ("Provider" and with Passport, the "parties" and each individually a "Party"). In exchange for the mutual covenants herein and other good and valuable consideration, the Parties agree and intend to be bound as follows:

I. GENERAL TERMS

Provider Legal Name: Village of Bartlett, IL	Contact: Scott Skrycki
Email: SSkrycki@vbartlett.org	Phone: 630-540-5916
Provider Contact Address Village of Bartlett 228 S. Main St. Bartlett, IL 60103	Provider Billing Contact Address Village of Bartlett 228 S. Main St. Bartlett, IL 60103
Offer Expiration:	If not accepted by Provider, this offer will expire on May 31, 2017
Effective Date:	5/9/2017
Launch Delays: If Provider fails to launch the MPP, as applicable, within ninety (90) days after the Effective Date above, Provider will pay a monthly platform fee to Passport equal to the lesser of \$1,500.00 or any applicable monthly fee per platform (MPP) for which the launch has been delayed beyond ninety (90) days from the Effective Date.	
Services: Passport will provide services (the "Services") and license all software, including all web and mobile applications and related documentation, (the "Software") necessary for Provider to operate: <ul style="list-style-type: none"> a mobile payment for parking program ("MPP") which allows all parking customers in any parking facilities owned or managed by Provider (the "Premises") the ability to pay for parking using a smartphone application or mobile web application; a citation management platform ("CMP") which allows Provider's parking enforcement officers in any or all parking facilities owned or managed by Provider (the "Premises") the ability to issue parking citations that may be paid online through Passport's payment portal; and a digital permitting platform as described in Exhibit E. 	
Governing State Law:	Illinois
Termination: Either Party may terminate this Agreement for convenience by providing sixty-days written notice to the non-terminating Party.	

II. MOBILE PAYMENT FOR PARKING TERMS

Equipment Provided by Passport:	Initial Signs: 1 per block face containing on-street parking + 1 per 50 off-street parking spaces	Initial Decals: 8
<p>Installation: Provider will be solely responsible for installing all signs and decals in the Premises. This obligation includes the responsibility to provide all hardware necessary to affix and display signs and decals, including without limitation, all hooks, poles, posts, brackets, screws, bolts, and nuts</p>		
<p>Marketing Services: Passport will provide the marketing services described in Exhibit C for the fees listed therein.</p>		
<p>Ancillary Fees:</p> <ul style="list-style-type: none"> a) Zone setup fees of three dollars (\$3.00) per space have been <i>WAIVED</i> b) Initial Signage and Sticker fees have been waived up to unit prices of twenty dollars (\$20.00) per sign and three dollars (\$3.00) per decal c) Provider will pay a ten dollar (\$10.00) administrative fee over sign and shipping costs per sign for any replacement signs purchased through Passport d) Provider will pay a one dollar (\$1.00) administrative fee over decal and shipping costs per decal for any replacement decals purchased through Passport e) Passport will provide a design file to allow Provider to print replacement signs and decals f) Provider will reimburse Passport for any and all reasonable travel, lodging, and food expenses incurred by Passport employees while traveling at Provider's request. g) Provider will pay a custom design fee of one thousand five hundred dollars (\$1,500.00) for changes to the design of Passport's signs and decals. h) All other fees and charges contained in all other Exhibits 		
<p>Merchant Validation Program: Passport will provide the option for local merchants to validate parking in the Premises. Each merchant that wishes to issue validation codes to parking customers in the Premises will be required to create a prepaid account out of which validation payments will be made. Passport will be the merchant of record for these accounts, and any parking fees (excluding Passport per transaction fees) paid through validation by local merchants will be transferred to Provider in the form of bill credits each month</p>		

III. Citation Management Platform Terms

Equipment:

- a) Provider must purchase a sufficient number of Android-based handheld devices for each parking enforcement officer to have access to one device while conducting parking enforcement activities
- b) Passport will provide custom setup for Android devices, including installing and configuring the Software and pairing the device with a Bluetooth-enabled printer for an additional fee of \$300.00
- c) Provider must maintain at its sole cost one wireless data plan for each Android device
- d) Provider must possess at least one Bluetooth-enabled printer per Android device described above
- e) If Provider chooses to purchase additional Bluetooth-enabled printers through Passport, the prices are as follows:
 - i) ZebraIMZ320: \$600.00 with charger
- f) In addition to the unit costs per Bluetooth-enabled printer above, Provider will be responsible for paying all shipping costs and printer paper costs
- g) If Provider orders custom printer paper through Passport, Provider will be responsible for paying the costs of creating, printing, and shipping such custom paper plus a 12% service fee to Passport. Passport is unable to provide estimated costs until specific details of Provider's order have been confirmed due to the variable costs of its 3rd party.

Collections Support (Passport will Provide the Selected Services):

- Passport will provide an online payment portal through which parking violators may pay outstanding parking citations
- After 15 days, parking citations issued by Provider will escalate in price and Passport will automatically generate and send a letter to each parking citation owner for which Passport has necessary state licensure authorization to perform a driver record lookup informing such parking violator that they have an outstanding parking citation and that the citation amount has increased.
- Passport will send a second letter forty five (45) days after issuance for each applicable unpaid citation owner.
- If authorized by the relevant driver licensure bureau, where a citation remains unpaid after thirty days after Passport has sent the letter described in subsection b) above, Passport will submit the relevant information to a collections agency to initiate a formal hard collections process

State Licensure Authorizations:

Passport will provide a list of states in which Passport has the authority to do driver record lookups upon request by Provider

IV. FEES

Per Transaction MPP Service and License Fee	\$0.32
Maximum Convenience Fee Passed through to Parking Customers:	\$0.32
CMP Service and License Fee Per Ticket Paid:	\$3.00
Cost Per Notification Letter Sent by Passport:	\$1.50
DPP Service and License Fee Per Permit Per Month:	\$1.00
Monthly Minimum Fees:	N/A
<p>Monthly Minimum: If the total per transaction fees payable to Passport according to the fees set forth above as a result of Provider's use of the MPP and CMP during any month are less than the monthly minimum fees, then, in addition to such fees, the Provider will pay the difference between the amount actually collected ("Paid") and the monthly minimum fees ("Minimum") as follows:</p> <p><i>Additional Amount Payable to Passport = Minimum - Paid</i></p>	
<p>Merchant Processing Costs: Provider will be responsible for paying all merchant processing costs, including, without limitation, settlement fees, payment gateway fees, chargeback fees, and interchange reimbursement fees.</p>	
Merchant of Record for Transactions:	X Passport Provider
Passport Merchant Processing Rate Per Transaction:	2.9% + \$0.30
Payment Gateway Provider:	X Passport Other
Passport Gateway Fee Per Transaction:	Included in merchant processing rate above

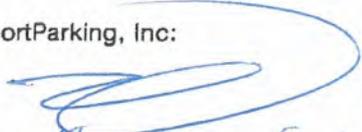
This Software License and Service Agreement ("Agreement") is entered into, as of the Effective Date first written above, between PassportParking, Inc. and the Provider named above. This Agreement includes and incorporates the terms and conditions found in this document, the Standard Terms and Conditions found in Exhibit A, and the terms and conditions found in all other Exhibits hereto.

PassportParking, Inc:

By:

Name:

Title:


Christina Gutierrez
CSDO

Provider:

By:

Name:

Title:

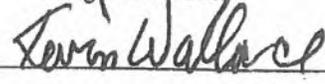
Village of Bartlett

Kevin Wallace
Village President

EXHIBIT A

STANDARD TERMS AND CONDITIONS ATTACHMENT

SERVICE LEVELS

PASSPORT WILL PROVIDE HOSTING FOR THE SOFTWARE IN ACCORDANCE WITH ALL LOCAL LAWS AND REGULATIONS. PASSPORT'S SOLE AND EXCLUSIVE OBLIGATION IN THE EVENT OF AN ERROR OR INTERRUPTION OF THE SOFTWARE IS TO USE PASSPORT'S BEST EFFORTS TO RESTORE OR REPAIR THE SOFTWARE AS QUICKLY AS PRACTICABLE.

SYSTEM UPTIME

PASSPORT WILL PROVIDE THE SOFTWARE WITH UPTIME OF AT LEAST NINETY-NINE PERCENT (99%) CALCULATED OVER A ROLLING SIX-MONTH PERIOD ("UPTIME GUARANTEE"). FOR ANY MONTH DURING WHICH SYSTEM UPTIME DROPS BELOW THE UPTIME GUARANTEE, PASSPORT WILL PROVIDE A BILLING CREDIT IN AN AMOUNT EQUAL TO: THE PERCENTAGE DIFFERENCE BETWEEN A) THE LOWEST UPTIME REACHED AT ANY POINT DURING THE MONTH (CALCULATED ON A ROLLING SIX MONTH PERIOD) AND B) THE UPTIME GUARANTEE MULTIPLIED BY THE TOTAL FEES PAYABLE TO PASSPORT FOR SUCH MONTH. FOR EXAMPLE, IF DURING A GIVEN MONTH THE SOFTWARE UPTIME FELL AS LOW AS NINETY-FIVE PERCENT (95%) AND DURING THAT MONTH, THE FEES PAYABLE TO PASSPORT WERE ONE HUNDRED DOLLARS (\$100.00), PASSPORT WOULD ISSUE A BILLING CREDIT OF FOUR DOLLARS (\$4.00). FOR THE PURPOSES OF THIS AGREEMENT, UPTIME IS DEFINED AS ANY PERIOD OF TIME DURING WHICH END USERS OF THE SOFTWARE CAN USE THE SOFTWARE TO PAY FOR PARKING, PAY FOR MOBILE TICKETS, OR ISSUE PARKING CITATIONS, AS APPLICABLE.

DATA OWNERSHIP

ALL DATA AND INFORMATION PROVIDED TO PASSPORT BY PROVIDER WILL BE OWNED EXCLUSIVELY BY PROVIDER, AND PASSPORT HEREBY ACQUIRES AN IRREVOCABLE, NON-EXCLUSIVE, NON-TRANSFERRABLE, AND NON-SUBLEASEABLE LICENSE TO USE SUCH DATA ONLY AS NECESSARY TO PERFORM THE SERVICES SET FORTH IN THIS AGREEMENT DURING THE TERM. ALL DATA CREATED BY END USERS DURING THE COURSE OF THEIR USE OF THE SOFTWARE ("END USER DATA") WILL BE LICENSED TO PASSPORT ON THE TERMS SET

FORTH IN PASSPORT'S END-USER PRIVACY POLICY, AND PROVIDER WILL HAVE ACCESS TO ACCESS AND USE END USER DATA DURING THE TERM OF THIS AGREEMENT. AFTER THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, PASSPORT WILL PROVIDE A MACHINE READABLE COPY OF END USER DATA TO PROVIDER AS NECESSARY TO INFORM USERS OF THE AVAILABILITY OF SERVICES OFFERED TO A SUBSEQUENT REPLACEMENT VENDOR.

INTELLECTUAL PROPERTY

- (a) PROVIDER HEREBY ACQUIRES A REVOCABLE, NON-EXCLUSIVE, NON-ASSIGNABLE, NON-TRANSFERRABLE, AND NON-SUBLEASEABLE RIGHT AND LICENSE TO USE AND ACCESS THE SOFTWARE FOR ITS INTERNAL BUSINESS PURPOSES. ALL INTELLECTUAL PROPERTY RIGHTS INCLUDING, WITHOUT LIMITATION, TRADE NAMES, SOURCE CODE, TRADEMARKS, COPYRIGHTS, PATENTS, AND TRADE SECRETS, NOT EXPLICITLY GRANTED TO PROVIDER IN THIS AGREEMENT ARE RESERVED TO PASSPORT.
- (b) PROVIDER WILL NOT, DIRECTLY, INDIRECTLY, ALONE, OR WITH ANOTHER PARTY, (I) COPY, DISASSEMBLE, REVERSE ENGINEER, OR DECOMPILE THE SOFTWARE OR ANY SUBPART THEREOF; (II) MODIFY, CREATE DERIVATIVE WORKS BASED UPON, OR TRANSLATE THE SOFTWARE OR SOURCE CODE; (III) TRANSFER OR OTHERWISE GRANT ANY RIGHTS IN THE SOFTWARE OR SOURCE CODE IN ANY FORM TO ANY OTHER PARTY; (IV) ATTEMPT TO DO ANY OF THE FOREGOING OR CAUSE OR PERMIT ANY THIRD PARTY TO DO OR ATTEMPT TO DO ANY OF THE FOREGOING, EXCEPT AS EXPRESSLY PERMITTED HEREUNDER.

TECHNICAL SUPPORT

PROVIDER WILL FIELD ALL SUPPORT CALLS AND EMAILS FROM END-USERS. PASSPORT WILL PROVIDE SECOND TIER

TECHNICAL SUPPORT TO END USERS WHERE PROVIDER'S SUPPORT REPRESENTATIVE IS UNABLE TO PROVIDE A SATISFACTORY RESOLUTION TO AN END-USER SUPPORT INQUIRY AND REQUIRES ESCALATED TECHNICAL SUPPORT FROM PASSPORT. IN THIS CAPACITY AS PROVIDER'S ESCALATED TECHNICAL SUPPORT RESOURCE, PASSPORT WILL PROVIDE LIVE TELEPHONE SUPPORT MONDAY-FRIDAY FROM 9AM-5PM ET. PASSPORT WILL ALSO PROVIDE EMAIL SUPPORT. ALL EMAIL SUPPORT INQUIRIES WILL BE ANSWERED WITHIN TWO (2) HOURS DURING BUSINESS HOURS AND TWENTY-FOUR (24) HOURS DURING NON-BUSINESS HOURS. THESE HOURS APPLY ON ALL PASSPORT HOLIDAYS.

CUSTOM DESIGN REVISION FEES

FOR ANY CUSTOM DESIGN OR CONTENT ALTERATION SERVICES REQUESTED BY PROVIDER, INCLUDING WITHOUT LIMITATION, CUSTOMIZED SIGNAGE, CUSTOMIZED DECALS, CUSTOMIZED LOGOS, CUSTOMIZED WEBSITE CONTENT, CUSTOMIZED NOTIFICATION LETTER LANGUAGE, CUSTOMIZED PARKING CITATION LANGUAGE, OR ANY CUSTOM DESIGN WITHIN THE SOFTWARE PLATFORM, PASSPORT WILL PROVIDE A PROOF OF CONCEPT DESIGN. FOR NO ADDITIONAL FEE, PASSPORT WILL ALSO PROVIDE ONE REVISED VERSION OF THAT INITIAL PROOF OF CONCEPT BASED ON PROVIDER'S INPUT. PROVIDER WILL PAY A ONE THOUSAND DOLLAR (\$1,000.00) FEE PER PROOF OF CONCEPT REVISION FOR EACH REQUESTED REVISION THEREAFTER. AFTER PROVIDER'S ACCEPTANCE OF THE PROOF OF CONCEPT, PASSPORT WILL CREATE A FINAL DESIGN DRAFT. FOR NO ADDITIONAL FEE, PASSPORT WILL ALSO PROVIDE ONE REVISED VERSION OF THAT FINAL DESIGN DRAFT BASED ON PROVIDER'S INPUT. PROVIDER WILL PAY A ONE THOUSAND DOLLAR (\$1,000.00) FEE PER FINAL DESIGN REVISION THEREAFTER. THE FEES IN THIS SECTION WILL NOT NEGATE THE APPLICABILITY OF ANY OTHER FEE PAYABLE FOR CUSTOM DESIGN SERVICES, INCLUDING ANY PRIVATE LABEL FEES, CUSTOM DEVELOPMENT FEES, OR CUSTOM SIGNAGE FEES.

TRANSLATION SERVICES

IF PROVIDER REQUESTS THAT PASSPORT PROVIDE A VERSION OF ANY MOBILE APPLICATION OR MOBILE WEB APPLICATION INCLUDED IN THE SOFTWARE IN ANY LANGUAGE OTHER THAN ENGLISH, PROVIDER WILL PAY A ONE THOUSAND FIVE

HUNDRED DOLLAR FEE (\$1,500.00) FOR PASSPORT TO PERFORM OR SUBCONTRACT THE NECESSARY TRANSLATION SERVICES. PASSPORT WILL PROVIDE AN INITIAL VERSION OF ALL TRANSLATED TEXT. FOR NO ADDITIONAL FEE, PASSPORT WILL ALSO PROVIDE ONE REVISED VERSION OF SUCH TRANSLATION BASED ON PROVIDER'S INPUT. PROVIDER WILL PAY A ONE THOUSAND DOLLAR (\$1,000.00) FEE PER REVISION FOR EACH REQUESTED REVISION THEREAFTER.

WALLET SERVICES

PROVIDER MAY ELECT TO PROVIDE PARKING CUSTOMERS WITH A VIRTUAL WALLET (A "WALLET PROGRAM"). WITH A WALLET PROGRAM, PARKING CUSTOMERS WOULD BE REQUIRED TO PREPAY FUNDS INTO A WALLET ACCOUNT FOR THE PAYMENT OF FUTURE PARKING FEES AND/OR TRANSIT TICKET FARES.

MARKETING SERVICES

THE MARKETING AND PUBLIC RELATIONS SERVICES AND MATERIALS, IF ANY, PROVIDED BY PASSPORT AND ANY OPTIONAL MARKETING SERVICES, INCLUDING ASSOCIATED FEES, CAN BE FOUND IN EXHIBIT C OF THIS AGREEMENT. THE MARKETING SERVICES TO BE PERFORMED BY PROVIDER AT PROVIDER'S SOLE COST, IF ANY, CAN BE FOUND IN EXHIBIT D.

PUBLIC RELATIONS COOPERATION

THE PARTIES HEREBY AGREE THAT EACH PARTY WILL HAVE THE RIGHT TO DISCUSS AND DISPLAY QUALITATIVE INFORMATION REGARDING THE PARTIES' RELATIONSHIP. THE PARTIES FURTHER AGREE THAT PRIOR TO ANY DISCLOSURE OF ANY QUANTITATIVE INFORMATION REGARDING THE PARTIES' RELATIONSHIP, THE UTILIZATION OF THE SOFTWARE, OR ANY OTHER ELEMENT OF THE PARTIES' RELATIONSHIP, THE DISCLOSING PARTY MUST OBTAIN THE WRITTEN PERMISSION OF THE NON-DISCLOSING PARTY, EXCEPT FOR SUCH DISCLOSURE REQUIRED BY LAW, INCLUDING THE ILLINOIS OPEN MEETINGS ACT (5 ILCS 120/1.02, et seq) WHICH REQUIRES THE AGREEMENT TO BE DISCUSSED, DELIBERATED AND VOTED UPON AT AN OPEN PUBLIC MEETING, BUT ONLY TO THE EXTENT THAT DISCLOSURE OF ANY QUANTITATIVE INFORMATION REGARDING THE PARTIES' RELATIONSHIP, THE UTILIZATION OF THE SOFTWARE, OR ANY OTHER ELEMENT OF THE PARTIES' RELATIONSHIP IS REQUIRED BY LAW.

PAYMENT GATEWAY

PROVIDER MUST SUPPLY A PAYMENT GATEWAY FOR THE PAYMENT OF ALL FEES BY END USERS, AND PROVIDER WILL BEAR ALL COSTS ASSOCIATED WITH PROVIDING SUCH PAYMENT GATEWAY, INCLUDING ALL PER TRANSACTION COSTS. PASSPORT CAN PROVIDE SUCH GATEWAY SERVICES TO PROVIDER. EXHIBIT B CONTAINS A LIST OF PAYMENT GATEWAYS SUPPORTED BY PASSPORT. FOR ALL OTHER PAYMENT GATEWAYS, PASSPORT WILL CHARGE A TWO HUNDRED AND FIFTY DOLLAR (\$250.00) PER DEVELOPMENT HOUR NECESSARY TO PERFORM NECESSARY INTEGRATIONS.

REFUNDS AND DISCOUNTS

PASSPORT AGREES TO FOREGO OR RETURN, AS APPLICABLE, ITS PER TRANSACTION FEES FOR ANY REFUND GRANTED BY PROVIDER. PROVIDER WILL BE RESPONSIBLE FOR REIMBURSING PASSPORT FOR ALL MERCHANT PROCESSING FEES, INCLUDING WITHOUT LIMITATION PAYMENT GATEWAY FEES, SETTLEMENT FEES, AND INTERCHANGE REIMBURSEMENT FEES, IF ANY, INCURRED BY PASSPORT FOR ALL TRANSACTIONS, INCLUDING REFUNDED TRANSACTIONS.

INVOICING

PASSPORT WILL SEND MONTHLY INVOICES TO PROVIDER BY THE TENTH DAY OF EACH MONTH FOR ALL FEES PAYABLE TO PASSPORT THAT ACCRUED DURING THE PRECEDING MONTH. IF PROVIDER FAILS TO REMIT PAYMENT ACCORDING TO SUCH INVOICES WITHIN THIRTY (30) DAYS AFTER THE DATE ON THE INVOICE, PASSPORT WILL HAVE THE RIGHT TO SUSPEND PROVIDER'S ACCESS TO THE SOFTWARE.

SCHEDULED MAINTENANCE

IF PASSPORT PLANS TO PERFORM ANY SCHEDULED MAINTENANCE DURING BUSINESS HOURS, PASSPORT WILL PROVIDE NOTICE TO PROVIDER AT LEAST TWENTY-FOUR (24) HOURS IN ADVANCE OF THE COMMENCEMENT OF SUCH SCHEDULED MAINTENANCE. FOR THE PURPOSE OF THIS SECTION, "BUSINESS HOURS" MEANS MONDAY THROUGH FRIDAY BETWEEN 9 AM EASTERN TIME AND 5 PM EASTERN TIME.

PRODUCT UPDATES

ANY SYSTEM-WIDE IMPROVEMENTS OR MODIFICATIONS MADE BY PASSPORT TO THE SOFTWARE PLATFORM WILL BE PROMPTLY PROVIDED TO PROVIDER AND WILL AUTOMATICALLY BE SUBJECT TO THE TERMS

OF THIS AGREEMENT THE PROVIDER MAY REQUEST NEW FEATURES OR FUNCTIONALITY TO BE BUILT INTO THE SYSTEM, AND, TO THE EXTENT THAT PASSPORT PLANS TO INCORPORATE SUCH REQUESTED NEW FEATURES OR FUNCTIONALITY INTO THE SOFTWARE, PASSPORT WILL DEVELOP SUCH FEATURES AND FUNCTIONALITY AT NO COST TO THE PROVIDER. IF THE PROVIDER DESIRES TO EXPEDITE SUCH DEVELOPMENT, PASSPORT MAY, AT ITS SOLE DISCRETION, CHARGE PROVIDER AN EXPEDITE FEE OF TWO HUNDRED DOLLARS (\$200.00) PER DEVELOPMENT HOUR NECESSARY TO DEVELOP THE REQUESTED FEATURES OR FUNCTIONALITY. IF THE PROVIDER'S REQUESTED FEATURES OR FUNCTIONALITY ARE CREATED FOR THE PROVIDER'S USE AND PASSPORT DOES NOT PLAN TO INCORPORATE SUCH REQUESTED FEATURES INTO THE SOFTWARE, PASSPORT MAY, AT ITS SOLE DISCRETION, CHARGE PROVIDER CUSTOM DEVELOPMENT FEE OF TWO HUNDRED AND FIFTY DOLLARS (\$250.00) PER HOUR FOR THE DEVELOPMENT OF SUCH FEATURES OR FUNCTIONALITY. IN ADDITION OR IN LIEU OF THE FEES SET FORTH IN THIS SECTION, PASSPORT MAY ESTABLISH A MONTHLY SOFTWARE LICENSE OR MAINTENANCE FEE THAT WILL BE MUTUALLY AGREED BETWEEN THE PARTIES. THE ADDITION OF ANY FEES, INCLUDING EXPEDITE FEES, SOFTWARE DEVELOPMENT FEES, SOFTWARE MAINTENANCE FEES, OR SOFTWARE LICENSE FEES WILL BE SET FORTH IN A WRITTEN ADDENDUM TO THIS AGREEMENT THAT THE PARTIES MUST EXECUTE AND MUST CONTAIN AT LEAST THE SCOPE OF THE WORK TO BE PERFORMED BY PASSPORT AND THE FEES ASSOCIATED THEREWITH. ANY ONE-TIME FEES ASSOCIATED WITH ANY REQUESTED WORK MUST BE PAID IN ADVANCE OF PASSPORT BEGINNING SUCH WORK.

THE PARTIES AGREE THAT PROVIDER MAY REQUEST A CHANGE TO THE SOFTWARE THAT INVOLVES THE ADDITION OF FUNCTIONALITY ALREADY AVAILABLE AS A COMPONENT OF ANOTHER PRODUCT WITHIN PASSPORT'S GENERAL TECHNOLOGY PLATFORM, INCLUDING WITHOUT LIMITATION CITATION MANAGEMENT TECHNOLOGY, AND IN THE EVENT THAT PASSPORT RECEIVES SUCH A REQUEST FROM PROVIDER, PASSPORT WILL PROVIDE AN ADDENDUM HERETO INCLUDING THE INCREASE IN FEES ATTRIBUTABLE TO THE ADDITION OF SUCH ADDITIONAL FUNCTIONALITY AND ANY APPLICABLE SERVICE OR LEGAL TERMS.

PROVIDER AGREES THAT IT HAS THE RIGHT TO MAKE SUCH A REQUEST AND EXECUTE SUCH ADDENDUM WITHOUT THE NEED FOR FURTHER COMPETITIVE BIDDING.

PIGGYBACK PROCUREMENTS

PROVIDER WILL ALLOW ANY PUBLIC AGENCY LOCATED IN THE UNITED STATES TO PURCHASE, AND PASSPORT TO OFFER TO THOSE PUBLIC AGENCIES, A SUBSTANTIALLY SIMILAR MOBILE PAY PROGRAM AT THE SAME PRICE AND UNDER THE SAME CONDITIONS AGREED UPON IN THIS AGREEMENT BETWEEN THE PARTIES, WITHOUT ANY FURTHER COMPETITIVE BIDDING, TO THE EXTENT PERMITTED BY LAW. EACH PUBLIC AGENCY WILL EXECUTE ITS OWN CONTRACT WITH PASSPORT FOR ITS REQUIREMENTS, FUNDING SUCH SERVICE OUT OF ITS OWN FUNDING SOURCES. PROVIDER SHALL NOT INCUR ANY FINANCIAL RESPONSIBILITY IN CONNECTION WITH PASSPORT'S CONTRACTING WITH SUCH OTHER PUBLIC AGENCIES FOR SUCH SERVICES.

CAPACITY

PROVIDER REPRESENTS AND WARRANTS THAT IT HAS OBTAINED OR WILL OBTAIN ALL LICENSES AND AUTHORIZATIONS NECESSARY TO LICENSE THE SOFTWARE. PROVIDER FURTHER REPRESENTS AND WARRANTS THAT THE SIGNER OF THIS DOCUMENT HAS THE AUTHORITY TO BIND PROVIDER TO THE TERMS HEREIN.

CONFIDENTIALITY.

PROVIDER AND PASSPORT AGREE TO TREAT ALL INFORMATION FURNISHED, OR TO BE FURNISHED, BY OR ON BEHALF OF THE OTHER PARTY AND INFORMATION ANALYSES, SUMMARIES AND OTHER WORK PRODUCT DERIVED FROM SUCH INFORMATION (COLLECTIVELY, THE "INFORMATION") IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION AND TO TAKE, OR ABSTAIN FROM TAKING, ALL ACTIONS SET FORTH HEREIN. THE INFORMATION WILL BE USED SOLELY IN CONNECTION WITH THE CONSUMMATION OF THIS AGREEMENT BETWEEN PASSPORT AND PROVIDER AND PROVIDER'S USE AND OPERATION OF THE SOFTWARE, AND WILL BE KEPT CONFIDENTIAL BY THE PROVIDER AND PASSPORT AND EACH PARTY'S OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS AND ADVISORS; PROVIDED, HOWEVER, THAT

- (a) ANY OF SUCH INFORMATION MAY BE DISCLOSED TO ELECTED OFFICIALS, OFFICERS, DIRECTORS,

EMPLOYEES, REPRESENTATIVES, AGENTS AND ADVISORS WHO NEED TO KNOW SUCH INFORMATION TO EXECUTE THIS AGREEMENT AND/OR

EFFECTIVELY USE THE SOFTWARE (SO LONG AS SUCH PERSONS ONLY USE OR DISCLOSE SUCH INFORMATION IN THE MANNER PERMITTED IN THIS SECTION), AND

- (b) SUCH INFORMATION MAY BE DISCLOSED TO THE EXTENT REQUIRED BY LAW, INCLUDING ANY OPEN RECORDS LAW, FREEDOM OF INFORMATION ACT, OPEN MEETINGS LAW, OR ANY OTHER LOCAL PUBLIC DISCLOSURE LAW APPLICABLE TO PROVIDER, AND
- (c) UPON THE REQUEST OF PROVIDER OR PASSPORT, THE OTHER PARTY WILL DESTROY OR RETURN TO PASSPORT ALL MATERIAL CONTAINING OR REFLECTING THE INFORMATION, TO THE EXTENT PERMITTED BY LAW.

LABOR STRIKES

IN THE EVENT THAT PASSPORT IS UNABLE TO PROVIDE SERVICE OR PROVIDER CEASES TO OPERATE IN THE ORDINARY COURSE OF BUSINESS DUE TO A LABOR STRIKE OF PROVIDER'S EMPLOYEES OR THE EMPLOYEES OF ANY OF PROVIDER'S SUBCONTRACTORS OR AFFILIATES (COLLECTIVELY, "PROVIDER'S EMPLOYEES") AND SUCH INABILITY OF PASSPORT TO PROVIDE SERVICES OR CESSATION OF OPERATIONS IN THE ORDINARY COURSE OF BUSINESS BY PROVIDER HAS A MATERIAL NEGATIVE IMPACT ON THE FEES DUE TO PASSPORT FOR ANY MONTH, PROVIDER WILL COMPENSATE PASSPORT IN AN AMOUNT EQUAL TO THE AVERAGE FEES PAID TO PASSPORT DURING THE THREE (3) MOST RECENT MONTHS DURING WHICH THERE WAS NO MATERIAL NEGATIVE IMPACT OF ANY LABOR STRIKE ON THE FEES PAID BY PROVIDER TO PASSPORT. FOR THE PURPOSES OF THIS SECTION, A MATERIAL NEGATIVE IMPACT WILL BE DEFINED AS ANY DIMINUTION OF MONTHLY FEES PAYABLE TO PASSPORT OF AT LEAST FIFTEEN PERCENT (15%) COMPARED TO THE FEES PAID BY PROVIDER TO PASSPORT FOR SERVICES AND SOFTWARE PROVIDED DURING THE MOST RECENT MONTH DURING WHICH THERE WAS NO ACTIVE LABOR STRIKE OF PROVIDER'S EMPLOYEES. A MATERIAL NEGATIVE IMPACT

WILL BE CONSTRUED TO HAVE OCCURRED DUE TO A LABOR STRIKE IF A MATERIAL NEGATIVE IMPACT OCCURS DURING A MONTH DURING WHICH PROVIDER'S EMPLOYEES ARE PARTICIPATING IN A LABOR STRIKE.

FORCE MAJEURE

NEITHER PASSPORT NOR PROVIDER WILL BE HELD LIABLE FOR ANY DELAY OR OMISSION IN PERFORMANCE OF THEIR DUTIES UNDER THIS AGREEMENT CAUSED BY CAUSES BEYOND THEIR REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OF GOD, ACTS OF THE PUBLIC ENEMY, FIRES, NATURAL DISASTERS, WARS, OR RIOTS (EACH A "FORCE MAJEURE EVENT").

EFFECT OF TERMINATION

IN THE EVENT THAT THIS AGREEMENT IS TERMINATED BY EITHER PARTY AS SET FORTH ABOVE, PROVIDER WILL PAY ALL FEES ESTABLISHED ABOVE FOR SERVICES RENDERED BY PASSPORT PRIOR TO TERMINATION.

DISCLAIMER

THE SOFTWARE IS PROVIDED TO PROVIDER BY PASSPORT "AS IS" AND WITH ALL FAULTS. PROVIDER ACKNOWLEDGES AND AGREES THAT PASSPORT BEARS NO LIABILITY FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCONFORMITY WITHIN THE SOFTWARE EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT. OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, NEITHER OF THE PARTIES MAKES ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO, ARISING OUT OF, OR IN CONNECTION WITH THE SOFTWARE AND RELATED SERVICES TO BE PERFORMED PURSUANT TO THIS AGREEMENT.

SEVERABILITY.

WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT WILL BE INTERPRETED AND CONSTRUED TO BE VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THE AGREEMENT IS FOUND TO VIOLATE APPLICABLE LAW, THE VIOLATING PROVISION WILL BE INEFFECTIVE ONLY TO THE EXTENT THAT IT VIOLATES THE LAW, WITHOUT INVALIDATING THE REMAINDER OF THE SECTION CONTAINING THE VIOLATING

PROVISION OR ANY OTHER PROVISIONS OR SECTIONS OF THIS AGREEMENT.

ASSIGNMENT

THIS AGREEMENT AND ALL OF ITS PROVISIONS WILL BE BINDING UPON AND INURE TO THE BENEFIT OF THE PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNEES. NEITHER PASSPORT NOR PROVIDER MAY ASSIGN ANY RIGHTS, INTERESTS, OR OBLIGATIONS HEREUNDER WITHOUT PRIOR WRITTEN CONSENT OF THE OTHER PARTY, PROVIDED, HOWEVER, THAT PASSPORT MAY, WITHOUT SUCH WRITTEN CONSENT, ASSIGN THIS AGREEMENT AND ITS RIGHTS AND DELEGATE ITS OBLIGATIONS HEREUNDER IN CONNECTION WITH THE TRANSFER OR SALE OF ALL OR SUBSTANTIALLY ALL OF ITS ASSETS OR BUSINESS RELATED TO THIS AGREEMENT, OR IN THE EVENT OF ITS MERGER, CONSOLIDATION, CHANGE IN CONTROL OR SIMILAR TRANSACTION. ANY PERMITTED ASSIGNEE SHALL ASSUME ALL ASSIGNED OBLIGATIONS OF ITS ASSIGNOR UNDER THIS AGREEMENT. ANY PURPORTED ASSIGNMENT IN VIOLATION OF THIS SECTION SHALL BE VOID AND OF NO EFFECT.

CONTRACTUAL SILENCE

IF THE AGREEMENT FAILS TO ADDRESS A CONDITION, OBLIGATION, BENEFIT, OR OTHER TERM NECESSARY TO SUFFICIENTLY DEFINE THE RELATIONSHIP BETWEEN THE PARTIES OR RESOLVE A DISAGREEMENT OR CONFLICT REGARDING THE INTERPRETATION OR CONSTRUCTION OF THIS AGREEMENT, THE PARTIES AGREE TO REASONABLY COOPERATE TO DRAFT A MUTUALLY AGREEABLE AMENDMENT THAT CLARIFIES THE DUTIES, RIGHTS, AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT.

AMENDMENTS

THE PARTIES MAY NOT AMEND OR MODIFY THIS AGREEMENT EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY THE PARTIES (AN "AMENDMENT"). THE PARTIES AGREE THAT ADDENDM NO. 1 IS AN AMENDMENT THAT AMENDS AND MODIFIES THIS AGREEMENT.

CURRENCY

UNLESS OTHERWISE SPECIFIED IN THE AGREEMENT, ALL FEES AND OTHER MONETARY AMOUNTS ARE IN UNITED STATES DOLLARS.

WHERE ANY MONETARY AMOUNT IN THE CONTRACT IS EXPLICITLY STATED IN A CURRENCY OTHER THAN UNITED STATES DOLLARS, THE EXCHANGE RATE WILL BE FIXED AT THE FOREIGN EXCHANGE RATE PUBLISHED BY THE UNITED STATES FEDERAL RESERVE FOR THE EFFECTIVE DATE (THE "INITIAL EXCHANGE RATE"). IN THE EVENT THAT THE APPLICABLE EXCHANGE RATE PUBLISHED BY THE UNITED STATES FEDERAL RESERVE FOR ANY DAY DURING THE TERM (THE "CURRENT INTEREST RATE") DEVIATES BY MORE THAN TEN PERCENT (10%) FROM THE INITIAL EXCHANGE RATE, THE PARTIES AGREE THAT THE INITIAL RATE WILL BE ADJUSTED BY FIVE PERCENTAGE TOWARDS THE CURRENT INTEREST RATE. THE EXCHANGE RATE UNDER THIS AGREEMENT AFTER SUCH ADJUSTMENT (THE "ADJUSTED RATE") WILL REMAIN IN EFFECT UNLESS AND UNTIL THE CURRENT INTEREST RATE AND THE ADJUSTED INTEREST RATE DIFFER BY MORE THAN TEN PERCENT (10%), IN WHICH CASE THE ADJUSTED RATE WILL BE ADJUSTED ACCORDING TO THE PROCESS SET FORTH ABOVE FOR ADJUSTING THE INITIAL EXCHANGE RATE.

COOPERATE

IF EITHER PROVIDER OR PASSPORT HAS A CLAIM, DISPUTE, OR OTHER MATTER IN QUESTION FOR BREACH OF DUTY, OBLIGATIONS, SERVICES RENDERED OR ANY WARRANTY THAT ARISES UNDER THIS AGREEMENT, THE PARTIES AGREE TO COOPERATE TO ACHIEVE A MUTUALLY BENEFICIAL RESOLUTION OF SUCH MATTER. IF AFTER SIXTY (60) DAYS THE DISPUTE REMAINS UNRESOLVED, THE PARTIES MAY PURSUE OTHER REMEDIES.

INDEPENDENT CONTRACTOR

PASSPORT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OR EMPLOYEE OF PROVIDER. NO AGENCY, PARTNERSHIP, FRANCHISE, JOINT VENTURE, OR EMPLOYMENT RELATIONSHIP EXISTS BETWEEN PASSPORT AND PROVIDER. PASSPORT'S EMPLOYEES AND AGENTS WILL NOT BE EMPLOYEES OR AGENTS OF PROVIDER. PASSPORT SHALL BE FULLY AND SOLELY RESPONSIBLE FOR THE SUPERVISION, CONTROL, PERFORMANCE, COMPENSATION, BENEFITS (INCLUDING, WITHOUT LIMITATION, ALL FORMS OF INSURANCE) WITHHOLDINGS, HEALTH AND SAFETY OF ALL OF ITS EMPLOYEES AND AGENTS. PROVIDER WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY WITHHOLDING TAXES OR CONTRIBUTIONS TO STATE WORKER'S COMPENSATION,

UNEMPLOYMENT OR OTHER FUNDS OR PROGRAMS.

LIMITATION OF LIABILITY

IN NO EVENT WILL PASSPORT BE LIABLE TO PROVIDER FOR ANY LOST PROFITS, LOST SAVINGS, OR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF PROVIDER USE OR INABILITY TO USE THE PRODUCT OR THE BREACH OF THIS AGREEMENT, EVEN IF PASSPORT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTICES

ALL NOTICES, CONSENTS, AND COMMUNICATIONS REQUIRED HEREUNDER SHALL BE GIVEN IN WRITING AND DELIVERED VIA ELECTRONIC MAIL OR MAIL, SHALL BE DEEMED TO BE GIVEN UPON RECEIPT THEREOF, AND SHALL BE SENT TO THE ADDRESS BELOW:

PASSPORT
1300 S. MINT STREET
SUITE 200
CHARLOTTE, NC 28203

EMAIL: JASON.IDILBI@PASSPORTINC.COM

ENTIRE AGREEMENT

THIS AGREEMENT, AS AMENDED BY THE TERMS AND CONDITIONS SET FORTH IN ADDENDUM NO. 1, REPRESENTS THE FULL AND COMPLETE UNDERSTANDING OF THE PARTIES AND SUPERSEDES ANY AND ALL PRIOR AGREEMENTS.

ADDENDUM NO. 1, WHICH IS APPENDED HERETO AND WHICH IS EXPRESSLY INCORPORATED HEREIN, AMENDS AND MODIFIES THESE STANDARD TERMS AND CONDITIONS. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS AND CONDITIONS SET FORTH IN THIS STANDARD TERMS AND CONDITIONS ATTACHMENT AND THE TERMS AND CONDITIONS OF ADDENDUM NO. 1, THE TERMS AND CONDITIONS OF ADDENDUM NO. 1 SHALL CONTROL.

EXHIBIT B

SUPPORTED PAYMENT GATEWAYS

1. Authorize.net
2. Converge
 - Elavon Gateway Product
3. FirstData Direct Connect
4. Internet Secure
5. Moneris
6. Point and Pay

EXHIBIT C

Marketing Packages

Passport offers various marketing packages to augment the launch of the MPP. Please review carefully and choose the option that best fits your needs.

- **Standard** **\$0**
 - Media press release
 - Social media posts from Passport accounts
 - Market subscription to our "The Latest from Passport" newsletter to stay up-to-date on industry news and best practices from others in the industry
 - Includes a feature in Passport client newsletter
 - Transition services from alternative mobile payment provider (if applicable)
 - E-mail blast to 10,000 users included (additional bands of 10,000 users: \$250)
 - 1,000 transition fliers for on-site distribution
- **Bronze** **\$1,000**
 - *Includes Standard Package plus:*
 - 2,000 Marketing handout flyers (5x3) (additional 500 flyers: \$250)
 - 2,000 Marketing flyer (8.5x11) (additional 500 flyers: \$250)
 - 2 Social media image ad concepts
 - National Press distribution
 - 1,000 promotional code handouts (promotional budget not included)
- **Silver** **\$2,500**
 - *Includes Bronze Package plus:*
 - Promotional landing web page
 - 1 specialty item design (ex: coaster, koozies, t-shirt, etc)
 - Order cost not included
 - 2 Email image concepts + body text
 - Design of (1) print ad (placement not included)
- **Gold** **\$5,000**
 - *Includes Silver Package plus:*
 - Street team coordination (festivals, concerts, etc)
 - Geo targeted digital advertising coordination
 - Podcast with city official (to be chosen / selected by the city)
 - Additional specialty item design
 - Order cost not included
 - How-to video
- **Platinum** **\$7,500**
 - *Includes Gold Package plus:*

- Promotional video
- Multi-page website
- Ongoing local media and blogger outreach (max 12 months)
- Any out of home design (billboards, sandwich boards, etc)

All materials and services provided hereunder are subject to the terms, limitations, and costs found in the Custom Design Revision Fees section of Exhibit A. For any additional services requested beyond the services provided under the Provider's chosen marketing package, Passport will charge a marketing services fee of one hundred and twenty-five dollars (\$125.00) per hour necessary to fulfill such Provider request. The minimum number of hours for the purpose of calculating the marketing services fee for any request is one hour.

EXHIBIT D

MPP MARKETING SERVICES PROVIDED BY PROVIDER

- Distribute information handouts that speak to the flow of the application for the first thirty (30) days after launch.
- Distribute promotional materials, which may include parking fee discount codes
- Incorporate Passport information on Provider's website, specifically in any section that concerns parking.
- Add information around the system to all internal and external Provider newsletters or publications.
- Inform all Provider staff about the application so that they can field questions on the program and spread awareness.
- Include a prompt to download the Passport Parking application on all citations issued through the city's citation management provider.

EXHIBIT E

DPP SCOPE OF SERVICES

Digital Permitting Platform (DPP) Scope

1. Overview and definitions
 1. The DPP product revolves around a digital, license plate-based permitting solution that integrates with Passport's OpsMan Mobile enforcement product (Citation Management Platform). DPP includes secondary support for physical permit management whereby the Provider can update permit records with operational information. Passport does not offer physical permit fulfillment, including but not limited to printing, mail service and mailing management.
 2. User - The permit applicant, permit holder, parker
 3. Employer - Provider's authorized clients for corporate management of Employee accounts
 4. Employee - A type of User who is partially managed by an Employer
 5. RMCPay - Online interface for User (RMC: "Resolve My Citation")
 6. OpsMan Web - Back-office management and reporting solution
 7. OpsMan Mobile - Android application which can be used to determine permit validity and may be used for citation management, as a part of the Citation Management Platform
 8. Administrator - Provider or Employer manager in OpsMan Web
2. Permits can be configured with the following attributes.
 1. Permit availability is public-facing on RMCPay.
 1. Back office private permit management and issuance outside of the RMCPay User flow is available.
 2. Zone-based availability and pricing is configurable. One or more distinct permit types can be tied to one or more distinct locations (lots, zones).
 3. Permits can be configured as a fixed period or on a recurring cycle.
 1. A fixed period is a one-time event defined by a discrete starting calendar date to ending calendar date range. It is often for seasonal or one-time extended access.
 1. E.g. A "Summer" seasonal permit: May 15 through September 15
 2. E.g. A special event permit, such as a conference: March 3 through March 5.
 2. A recurring cycle starts on any date and has a defined recurrence period such as a week, month, quarter or year.
 1. Defined cycles are discretely tied to blocks of days, including but not limited to whole years, quarters, months and weeks.
 1. E.g. Calendar monthly cycles, e.g. January, February, March, ... November, December
 2. E.g. Quarterly calendar cycles, e.g. Q1 (January - March), Q2, Q3, Q4
 2. Rolling cycles can be defined by day, week and month durations which begin at the time of purchase or approval.
 1. E.g. An annual cycle that begins on the date of approval and expires by that month and day in following year, e.g. May 16, 2017 to May 15, 2018

2. E.g. A 30-day cycle that begins on the date of approval (day one) and expires on the 30th day, e.g. January 2 - January 31.
4. Provider may allow Users/Employers (as applicable) to purchase permits for a given permit cycle prior to the commencement of such cycle. However, the permit purchasing period for a given cycle may only begin after the first day of the immediately preceding permit purchase cycle.
 1. E.g. A recurring monthly permit may be configured to be made available for purchase 31 days before the month begins. If the User is attempting to purchase a permit on January 31, only the January and February permits would be available despite January 31 being within 31 days of the March cycle.
5. Permit purchases can be pro-rated by day and by pre-defined blocking schemes for recurring and fixed cycle permits.
 1. Pro-rating by day is determined by calculating the fee of the total permit cycle less the days remaining in it. The fee is rounded to the nearest cent.
 1. E.g. A \$30 monthly permit for the month of March (30 days) purchased on the 11th would incur a \$20 charge as there are 20 days remaining (11-30) in the 30-day month.
 2. Provider may define a block pro-rating scheme. A permit cycle can be defined by a quantity of intervals, e.g. four weeks or three months. The block pro-rating occurs in those discrete intervals.
 1. E.g. In a permit cycle defined by a four week length, there are four one-week blocks. Purchasing a permit during the first week will incur the entirety of the permit fee. Purchasing a permit during the second week will incur $\frac{3}{4}$ of the permit fee. Purchasing a permit during the third week will incur $\frac{1}{2}$ of the permit fee. Purchasing a permit during the fourth and final week will incur $\frac{1}{4}$ of the permit fee.
 2. E.g. In a permit cycle defined by a three month length, there are three one-month blocks. Purchasing a permit during the first month will incur the entirety of the permit fee. Purchasing a permit during the second month will incur $\frac{2}{3}$ of the permit fee. Purchasing a permit during the third and final month will incur $\frac{1}{3}$ of the permit fee.
 3. Passport may review Provider's proposed alternative block pro-rating scheme. Passport retains the sole discretion to decide whether to create any requested custom report. Passport will charge a development fee for any custom reports created.
6. Digital permits enable the application of a permit to multiple vehicles. Provider may determine the configuration for a vehicle limit. If multiple vehicle support is enabled, OpsMan Mobile can detect the presence of a potential abuser who parks multiple registered vehicles in a permit area simultaneously.
7. Provider may define parameters for User auto-renewal and renewal payment confirmations. These parameters extend to all of the Provider's Employer accounts, i.e. one Employer may not have auto-renewal disabled if the Provider configuration has auto-renewal enabled.
 1. If a Provider has enabled auto-renewal, Users may opt in to auto-renewal. Opting in to auto-renewal requires opting into renewal reminders as well. Employers may manage Employee renewal privileges and revoke renewal ability and immediate permit use.

2. Whether or not auto-renewal is enabled, Users not on an auto-renewal schedule will receive an email notification to extend a permit.
8. Permits can have quantity limits and waitlisting rules.
 1. A permit quantity limit can be applied to any combination of permit type, recurring defined cycle and zone/lot.
 2. A permit limit is required for waitlist implementation. Waitlists have the following attributes:
 1. Available at any combination of zone, permit and recurring defined cycle type levels. (Same parameters as § 2.8.1)
 2. Users can see their approximate waitlist position in RMCPay before applying for a permit or while on the waitlist itself after applying for a permit.
 3. Permits can be automatically available when an existing permit holder drops from renewal. The DPP can send one email notification to the next User in the waitlist queue to take action.
 4. A time limit to act on waitlist availability may be configured. E.g. a User may have up to 10 calendar days to respond to the waitlist notification before missing the permit application opportunity.
 5. Administrators (Provider and, if applicable, Employers) can view and manage waitlists in OpsMan Web. Administrators can manually:
 1. Remove Users from waitlist
 2. Move Users' positions in the waitlist queue
 3. Allow Users to skip the waitlist

3. End-User Information

1. Passport's front-end site for permitting is called RMCPay. It is used for citation management as well and its name is derived from "Resolve My Citation." Provider must define and Passport must review and authorize a subdomain to be used for a web-based permit point of sale on rmcpay.com, e.g. "*provideroperationname*" in *provideroperationname.rmcpay.com*.
 1. Provider should provide a high-resolution logo that Passport must review and authorize for use on the RMCPay site.
 2. Default visual configuration is limited to a two-color scheme.
 3. All copy on the site is customizable and must be defined before implementation.
 1. Provider should provide Frequently Asked Question (FAQ) copy. Passport may provide generic FAQ copy for Provider's use and modification. Provider should provide its own publicly-facing email contact. Provider should provide its own publicly-facing support phone number.
2. Permit User information is collected in two categories:
 1. Standard fields include:
 1. Vehicle Information:
 1. License Plate State
 2. License Plate Number
 3. Vehicle Make, Model and Color (Sourced from Edmunds Vehicle API)
 2. Customer Information:
 1. First and Last Name
 2. Mailing Address Fields
 3. Email Address

2. Custom fields can be implemented for collection. A default limit of 10 custom fields applies. These may be for informational points or eligibility rules such as a Driver's License Number or residential status.
 3. Provider may offer special permit eligibility. Provider must manage eligibility. Passport and the DPP do not provide automatic management for Eligibility-based approval. Eligibility may include but is not limited to residence, age requirements, disability, veteran status, employment. Upon configuration, Users may upload documentation for Provider review and permit approval.
 4. Provider may add a custom processing fee for User permit purchases. It can be a fixed amount or a percentage of the permit cost.
 5. RMCPay accepts User credit card payments. Administrators may denote that payment will be made via check, cash, payroll deduction, billable account or alternative method in DPP but Provider must manage and process these payments outside of DPP. Passport does not support integrations for receiving and processing other electronic payments, including but not limited to payroll deductions, employer accounts or student accounts.
4. Provider can enable Employer access to OpsMan Web for Employee management and approval. Employees can apply for permits on RMCPay or Employers can add them manually in OpsMan Web.
 1. Employee RMCPay flow
 1. Employee applications enter a queue that can be managed through OpsMan Web by the Provider or Employer.
 2. Provider or Employer Administrator can review permit information and approve or deny the permit.
 3. Administrator approval or denial notifies the potential permit holder. Passport will provide default templates for this configurable copy.
 4. Payment options:
 1. The Employer may bulk-pay for Employee permits.
 2. The User may return to RMCPay to purchase the permit and it becomes active.
 2. Employer OpsMan Web flow
 1. Employer manually enters Employee permits into OpsMan Web and pays for them in bulk.
 3. Passport's back office reporting contains system-wide standard reporting and custom reporting solutions. Standard reporting availability may expand as the platform grows. All reports can be downloaded as .xls files (Microsoft Excel) for further Provider and Employer use.
 4. Standard Reports
 1. Permit Report - Default view for permit reporting and management. Contains filters for retrieving select permit data.
 2. Payment Report - Log of all transaction records made through RMCPay or logged in OpsMan Web.
 3. Permit User Report - View User account data and associated permits.
 4. Permit Employer Report - View statistics on each Employer and view each of their respective Employee permits.
 5. Permit Zone Report - Monitor purchases and totals on a zone/lot level.
 6. Permit Daily Totals Report - Daily log of all system interactions, payments, applications, approvals and mailings. Intended for auditing purposes.

7. Permit Issuance Batch Report - Tool for manually entering permits in the system to batch data entry sessions together and subsequently use the report to pull the batch information.
8. Permits Not Mailed Report - Tool to apply batch action of marking unmailed permits as mailed.
5. Custom Reports can be explored on a per-item basis. Passport retains the sole discretion to decide whether to create any requested custom report. Passport will charge a development fee for any custom reports created.
5. Additional Features
 1. Data migration of legacy permit data may be executed depending on available permit data and permitting parameters.
 1. Imported data can be tied to DPP-generated tokens. Tokens are special codes that can be provided to Users. Users enter a field of identifiable information such as license plate number or recorded address and the token simultaneously after which the DPP will present the User with pre-populated information for easier registration and to complete the data verification and purchase process.
 2. Imported data may also be made automatically valid for enforcement without initial User intervention.
 2. Administrator interface for manual entry of permits for Users registering through Provider's walk-in or mail-in process.
 3. Permit custom field data can be exported and then re-imported for batch updates.
6. Permit validity can be checked with OpsMan Mobile. Provider can use the OpsMan Mobile Android application to check vehicles located in permit zones for compliance. The DPP is fully integrated with Passport's OpsMan Mobile in that it provides real-time updates of permit license plate information and validity.
 1. Citation issuance through OpsMan Mobile is a separate platform. The Citation Management Platform and further LPR development integrations may be available for a fee.

ADDENDUM NO. 1 to Software License and Service Agreement between Passport Parking, Inc. ("Passport") and the Village of Bartlett ("Provider") dated _____, 2017, including the terms and conditions found in all Exhibits (the "Agreement").

1. Insurance

A. Passport shall procure and maintain for the duration of the Agreement, and for the additional time period set forth herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Passport, its agents, representatives, or employees. Passport shall procure and maintain for the duration of the Agreement and thereafter as provided herein, insurance against claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

B. Minimum Scope and Limit of Insurance. Coverage shall be as broad as:

- i. 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 **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this product/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ii. Automobile Liability.** Insurance Services Office Form CA 001 covering Code 1 (any auto), or if Passport has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits not less than \$1,000,000 per accident for bodily injury property damage.
- iii. Workers Compensation** insurance as required by the State of Illinois with Statutory Limits, and Employers Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury or disease.
- iv. Technology Errors & Omissions Including Cyber Liability Insurance** with limits not less than **\$5,000,000** per occurrence or claim, **\$5,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Passport in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide

coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If Passport maintains broader coverage and/or higher limits than the minimums shown above, the Provider requires and shall be entitled to the broader coverage and/or higher limits maintained by Passport. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Provider.

C. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. Additional Insured Status**
Provider, its officers, officials, employees, and volunteers 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 Passport including materials, parts or equipment furnished in connection with such work or operations performed or on behalf of Passport including materials, parts, or equipment furnished in connection with such work or operations, provided, however, that this additional insured coverage does not extend to work or operations performed by Provider, its officers, officials, employees, and volunteers or work or operations performed by any entity other than Passport unless such entity is acting on behalf of Passport. General liability coverage can be provided in the form of an endorsement to the Passport's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CB 20 38; and CG 20 37 forms if later revisions used).
- ii. Primary Coverage**
For any claims related to this Agreement, Passport's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Provider, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Provider, its officers, officials, employees, or volunteers shall be excess of Passport's insurance and shall not contribute with it.
- iii. Notice of Cancellation**
Each insurance policy required above shall state that **coverage shall not be cancelled, except with notice to the Provider.**
- iv. Waiver of Subrogation**
Passport hereby grants to the Provider a waiver of any right to subrogation which any insurer of Passport may acquire against the Provider by virtue of the payment of any loss under such insurance. Passport agrees to obtain

any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Provider has received a waiver of subrogation endorsement from the insurer.

v. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Provider. The Provider may require Passport to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Provider.

vi. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A:VII, unless otherwise acceptable to the Provider.

vii. Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of Services.
- b. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
- c. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the Agreement effective date, Passport must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of Services.

viii. Verification of Coverage

Passport shall furnish the Provider with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Provider before work commences. However, failure to obtain the required documents prior to work beginning shall not waive Passport's obligation to provide them. The Provider reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications at any time.

ix. Subcontractors.

Passport shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein (except for Technology Errors

and Omissions which may be satisfied by subcontractor having cyber liability insurance with limits of not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate). Passport shall insure that Provider is an additional insured on insurance required from subcontractors.

2. Indemnification

Passport agrees to protect, indemnify and hold harmless the Provider and its officers, officials, employees and volunteers from and against all claims, damages, losses, regulatory fines, penalties and expenses which are caused in whole or in part by any negligent act or omission of Passport, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable (the "Passport Indemnifying Parties"), except where caused by the active negligence, sole negligence or willful misconduct of the Provider. Passport's indemnification obligation shall extend only to the Passport Indemnifying Parties' comparative degree of fault.

3. Conflicting Provisions

In the event of a conflict between the terms and conditions and the Agreement and the terms and conditions of this Addendum No. 1, the terms and conditions of this Addendum No. 1 shall control.

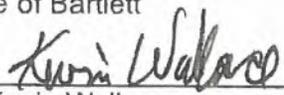
PassportParking, Inc.

By: _____

Khristian Gutierrez
CBDO

Village of Bartlett

By: _____


Kevin Wallace
Village President



Agenda Item Executive Summary

Item Name	Bartlett Hills Golf Club Irrigation	Committee or Board	Board
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BUDGET IMPACT

Amount: \$2,399,600

Budgeted \$1,917,000

List what
fund

Developer Deposits Fund

EXECUTIVE SUMMARY

In reviewing the proposed new irrigation system at Bartlett Hills, at the Village Board meeting on June 20, 2023 and continued the item until July 18, 2023, due to concerns about the disparity between the original project estimate and bid costs.

The Board also asked staff to review the alternates to ensure that the project would not be diminished.

All the alternates shown will have the flexibility to be phased in without diminishing the project, coupled with savings to the budget. Staff also believes given the competitive nature of the bid, the historical analysis of projects in the area, that all the right players in the industry were informed of the project and that it was ultimately bid out correctly.

Budget consideration: When the irrigation system was proposed, it was determined that it would come out of developer deposits and paid back through a loan of \$100,000 a year for 20 years. Given the cost of the bids, it is recommended that the payback period be extended to 24 years.

ATTACHMENTS (PLEASE LIST)

Staff Memo

Resolution

Agreement

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion: I move to approve resolution 2023- A RESOLUTION AWARDDING THE BARTLETT HILLS GOLF CLUB IRRIGATION IMPROVEMENT BID TO COMMERCIAL IRRIGATION, INC.

Staff: Scott Skrycki, Assistant Village Administrator Date: 07/06/2023

Memorandum

To: Village President and Board of Trustees
Paula Schumacher, Village Administrator

From: Matt Giermak
Scott Skrycki, Assistant Village Administrator

Date: 7/7/2023

Re: Bartlett Hills Irrigation

In reviewing the proposed new irrigation system at Bartlett Hills, at the Village Board meeting June 20, 2023, the board expressed concerns about the disparity between the original project estimate and bid costs.

The board also asked staff to review the bid alternatives; it was a concern that with the removal of so many alternatives, the project was diminished too far. The list below of alternatives can be achieved with in-house staff at a cost savings of \$618,250.

#1 – Removal of existing irrigation equipment (approximately 850 sprinklers) (-\$25,000)

- Bartlett Hills golf maintenance staff will be able to remove the existing irrigation equipment throughout the 2024 - 2025 golf season.

#2 – Contractor to utilize existing pump station and install new drop-z piping to tie into new main line with all associated equipment (-\$265,750)

- The current pump station was installed in 2008. The life expectancy of a pump station is 15 - 20 years. With routine maintenance, Bartlett Hills staff believe they can extend the life expectancy of the current pump station another 4 - 6 years; however, a new pump station would need to be reconsidered in the future.

#3 – System was designed to have in's/out's on fairway edges; Contractor to eliminate PC (part circle) "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)

- The in's/out's are sprinkler heads located on the edge of the fairways and are designed to only irrigate the rough. Once the new irrigation system is installed, Bartlett Hills staff will evaluate areas of the golf course that may need extra rough sprinkler heads. When these areas are determined, staff will be able to

install the sprinkler heads in-house due to the HDPE pipe already installed in the ground.

- When deducting sprinklers from the project, the only cost being removed is the sprinkler head material and the labor to install them. All the irrigation piping, controls, and infrastructure remains unchanged in order to service all the other sprinklers on the golf course.
- For example, the 2” pipe and wire feeding each of the 295 heads (that are deducted) must remain to supply water to every other sprinkler throughout the golf course.
- This is why the per sprinkler deducted value of removing a group of sprinklers out of the irrigation system appears at first glance to be low.

In addition, two design changes have resulted in \$240,250 savings.

#5 – Utilize fairway loop system in lieu of specified herringbone; 3” fairway tap quantities for loop system as follows: (-\$217,750)

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

- Due to the elimination of alternate #3 (deducting 295 sprinkler heads) the herringbone piping system is now not the most efficient design. The loop piping system instead will allow for reduced labor and material as it will eliminate the need for 183 mainline taps and valves in addition to 166 cart path crossings.

#6 – Eliminate (21) Driving Range field sprinklers (-\$22,500)

- The irrigation mainline pipe and valves will already be installed along the driving range in order to supply water to holes 1 and 10.
- Due to the pre-existing mainline pipe, Bartlett Hills staff will be able to install driving range sprinkler heads in-house in the future if deemed necessary.

The board also raised concerns about the bid process and consultant.

Hiring Process- Consultant

The village solicited the few consultants in the industry that have done work in the area. EC Design (Bartlett, IL), Mike Kuhn (Michigan) and Golf Water, LLC (North Carolina) who have bid on projects in the region. We did not reach out to Tony Altum as their firm only does private golf courses. Since 2007, in Illinois these are the only companies that do such work in the region (a chart is attached of work within the region). EC Design was chosen at a price of \$19,250 over Golf Water, LLC who submitted a price of \$37,000. EC Design has done over 400 projects across the county including consulting work for some of the top ranked golf courses in the county, including the newest Tiger Woods course in Texas. Staff still consulted the superintendents at Fox Run Golf Course, and Chicago Golf Club, as well as local contractors who, all spoke highly of EC design. Upon further investigation, it was discovered that EC design did work for Bartlett Hills in the early

2000's with the re-design of greens 1,3,4, and 5, and our former superintendent spoke very highly of their work.

Staff is satisfied with the project manual and design work of EC design. In terms of the estimate, the consultant advised a number of factors in his estimate that made it difficult in which he advised is a volatile market. He stated that when the specs were first put together the budget seemed reasonable. However, product availability, sharp increases in pipe prices, prevailing wage rates, and lack of available contractors took simple supply and demand to the extreme. The lack of investment in golf courses in 2020 and 2021 also contributed to this pent-up demand, resulting in price escalation.

Hiring Process- Irrigation Installer

Upon completion of the specifications, bids were then posted in the newspaper as well as the village website. There are four primary companies in the region that do this type of installation work, and all were aware of the project.

One of the four companies had not installed enough similar projects and were not qualified to complete the project. Another company advised they were too busy and could not sufficiently project a timeline for an installation. The other two companies, Commercial Irrigation and Midwest Irrigation bid on the project. Both companies submitted similar quotes on the project, and staff recommends going with the low bidder of Commercial Irrigation.

Other Consultants/Bidders

A question was posed relative to other bidders/installers that are available. Based on conversations with the consultant, and bidders, companies outside of the Chicagoland area do not respond to work in the immediate area based on wage commitment. Superintendent Matt Giermak investigated this further, and upon correspondence with both Toro and Rainbird, this pool of candidates for this type of work from both the designer and the installer was validated. Below are recent projects in the Illinois area since 2007 and 2009 respectively. All the designers and installers below were aware of the irrigation project at Bartlett Hills.

Reinders (Local Toro Irrigation Distributer) since 2007		
Wynstone Country Club	Tony Altum	Leibold Irrigation
Butterfield Country Club	Tony Altum	Leibold Irrigation
Cress Creek Country Club	EC Design	Leibold Irrigation
Ravinia Green Country Club	Tony Altum	Leibold Irrigation
Skokie Country Club	EC Design	Leibold Irrigation
Palatine Hills Golf Course	EC Design	Halloran & Yauch
Old Elm Club	Tony Altum	Leibold Irrigation
Fox Run Golf Links	EC Design	Halloran & Yauch

Rolling Green Country Club	EC Design	Leibold Irrigation
Pingree Grove (Par 3)	EC Design	Midwest Irrigation
Stonebridge Country Club	Tony Altum	Leibold Irrigation
Mt. Prospect Golf Club	EC Design	Midwest Irrigation
Bob O Link Country Club	Mike Kuhn	Leibold Irrigation
Glenview Club	Mike Kuhn	Leibold Irrigation
Sycamore Golf Club	EC Design	Midwest Irrigation
Chicago Golf Club	EC Design	Leibold Irrigation
Settlers Hill Golf Course	EC Design	Midwest Irrigation
Glen Oak Country Club	EC Design	Leibold Irrigation
Idlewild Country Club	No Consultant	Leibold Irrigation
Northmoor Country Club	EC Design	Leibold Irrigation
River Heights Golf Course	EC Design	Commercial Irrigation
Prairie Landing	EC Design	Commercial Irrigation
Out to Bid		
Ridgemoor Country Club	EC Design	-
Evanston Country Club	EC Design	-
Clensens (Local Rainbird Irrigation Distributor) Since 2009		
St. Andrews Golf and Country Club	No Consultant	Midwest Irrigation
The Preserve at Oak Meadows	EC Design	Midwest Irrigation
Briarwood Country Club	Mike Kuhn	Leibold Irrigation
Sunset Ridge Country Club	EC Design	Leibold Irrigation
Hickory Hills Country Club	No Consultant	Leibold Irrigation
Medinah Country Club	Tony Altum	Leibold Irrigation

Recommendation

The current system is past its life-expectancy and is creating issues maintaining the golf course. While staff has been able to piece together fixes, it is becoming more problematic and it is recommended that we replace the system with new equipment. The equipment would be comprised of new piping, sprinkler heads, and computer system. With proper maintenance the High-Density Polyethylene piping should last fifty years. Beyond having a functioning system, it will allow more staff time to work on improving other areas of the course.

Motion: I move to approve Resolution 2023-65-R; A Resolution Awarding the Bartlett Hills Golf Club Irrigation Improvement Bid to Commercial Irrigation Inc.

RESOLUTION 2023-65-R

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

NAYS: None

ABSENT: None

PASSED: July 18, 2023

APPROVED: July 18, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023-65-R enacted on July 18, 2023, approved on July 18, 2023 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, 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 Edgerton
Witness

Commercial Irrigation, Inc.
Principal (Seal)

By: [Signature] President
Name/Title

[Signature]
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 P. Letic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 6TH day of JANUARY, 2023, personally came before me, Alan P. Letic 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

CERTIFICATE

(Expiration of notary commission does not invalidate this instrument)

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

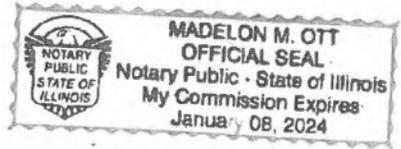
ACKNOWLEDGEMENT BY SURETY

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





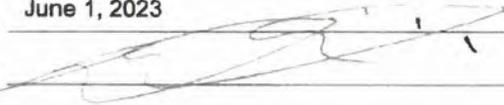
VILLAGE OF BARTLETT
Bartlett Hills Golf Club Irrigation Project
ADDENDUM No. 1
RETURN WITH BID
Issued: 5/17/2023

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

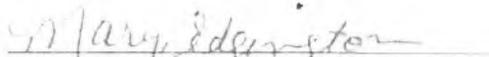
The undersigned, being the duly appointed official of Commercial Irrigation Inc
(Name of Company) ("Bidder") duly sworn and under oath hereby certifies that Bidder is
not delinquent in payment of any taxes to the Illinois Department of Revenue, and/or the
Internal Revenue Service.

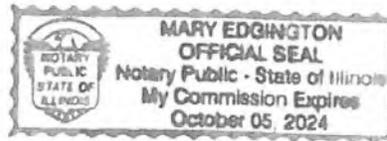

Signature Dan Aeschliman, President

STATE OF ILLINOIS)
) SS.
COUNTY OF Tazexell)

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



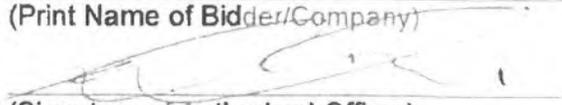
**CERTIFICATION THAT BIDDER
IS NOT BARRED FROM PUBLIC CONTRACTING DUE TO
BID-RIGGING OR BID-ROTATING CONVICTIONS**

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

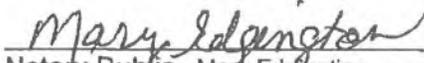
(Title of Signatory)

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


Notary Public Mary Edgington



**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)

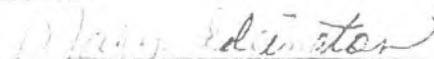
STATE OF ILLINOIS)

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 1/4" 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 1/2" Body w/1 1/2" 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 1/2" Body w/1 1/2" 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 1/4" Body w/1 1/4" 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 1/2" Body w/1 1/2" 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 1/2" Body w/1 1/2" 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@bartlett.il.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: