

**VILLAGE OF BARTLETT**  
**VILLAGE HALL, 228 S. MAIN STREET**  
**BOARD AGENDA**  
**February 6, 2024**  
**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, January 16, 2024

\*7. BILL LIST: February 6, 2024

8. TREASURER'S REPORT: None

9. PRESIDENT'S REPORT:

A. James Zefo Retirement Proclamation

B. Day of Friendship and Democracy with Miaoli City, Taiwan Proclamation

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

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

12. STANDING COMMITTEE REPORTS:

A. BUILDING AND ZONING COMMITTEE, CHAIRMAN GUNSTEEN

1. None

B. COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

1. Ordinance Amending the Bartlett Municipal Code Regarding Liquor Licenses for Video Gaming Establishments

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

\*1. Computer Replacement Program Purchase

\*2. Ordinance Authorizing the Sale by Internet Auction of Surplus Property Owned by the Village of Bartlett

D. LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

1. None

E. POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI

\*1. Resolution Approving the First Amendment to the Agreement Between the Village of Bartlett and School District U-46 Providing for a School Resource Officer

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

1. Resolution Approving the Construction Engineering Agreement Between the Village of Bartlett and Dixon Engineering, Inc.

\*2. Purchase of Debris Blower at Golf Course

13. NEW BUSINESS

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT



**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**January 16, 2024**

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1. CALL TO ORDER

President Wallace called the regular meeting of January 16, 2024 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m.

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Public Works Director Dan Dinges, Assistant Public Works Director Tyler Isham, Civic Engineer Nick Talerico, Civic Engineer Nick Talerico, Planning and Development Director Kristy Stone, Food & Beverage Manager Paul Petersen, Police Chief Geoff Pretkelis, Deputy Chief Rob Sweeney, Deputy Chief Will Naydenoff, Village Attorney Kurt Asprooth and Village Clerk Lorna Giless.

3. INVOCATION – Pastor Alex Culpepper from Renovation Church 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 Gunsteen stated that he would like to add item 12.A.1. to the Consent Agenda.

Trustee Hopkins stated that he would like to remove item 12.F.2. from the Consent Agenda.

Trustee Suwanski stated that she would like to remove item 12.B.1. from 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.



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

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

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

NAYS: None

ABSENT: None

**MOTION CARRIED**

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

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

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

NAYS: None

ABSENT: None

**MOTION CARRIED**

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

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

**8. TREASURER'S REPORT**

Finance Director Todd Dowden stated that the Treasurer's Report for the month of November is included in the packet. Also included is the sales tax report and they received \$325,687 (August activity) that was down \$6,350 or 2% from the prior year. MFT tax, they received \$170,467 that was up \$30,000 or about 21% from the previous year. In regard to the Local Government Distributive Fund (LGDF), they received \$4,036,784. This would be \$6,352,000 if we were getting the full 10%.

**9. PRESIDENT'S REPORT**

A Proclamation was read to recognize Public Works Civil Engineer Bob Allen upon his retirement.

Mr. Allen stated that like many others he came here 20 years ago and stayed to work with all the great people here. He thanked them for allowing him to be part of that for 20 years and he really enjoyed it. It went by too quick and if he was younger, he would do more. It was his honor and a privilege.

Sergeant Greg Milos thanked everyone for the continued support of our police department.



## VILLAGE OF BARTLETT BOARD MINUTES January 16, 2024

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The community showed up in record numbers to all our National Night Out events, including our Dog Walker Watch Summer Social, the Touch-A-Truck, our Family Fun Night, over 19 different block parties, the Family Golf Event, and, of course, the grand finale of our Picnic in the Park! In our category, we took 2nd place out of 26 cities nationwide. While we cannot dispute the rankings, I firmly believe Bartlett was first. I say this because our invaluable partnerships with the community's residents, businesses, and organizations cannot be duplicated or replicated.

On behalf of The Bartlett Police Department, I would like to thank the Village Board of Trustees and Village President Wallace for your continued support and generosity in organizing this successful event year in and year out.

It would not be complete without a special thanks to the village administration, Bartlett Park District, Bartlett Fire Protection District, Bartlett Hills Golf Club, and all of our volunteers and vendors who made this event possible, unlike any other town around us.

Lastly, he thanked our Community Engagement team, Officers Tracey Dendinger, Vicky Anderson, and Michael Bingham. The planning for this event began in September of 2022. They worked tirelessly year-round to ensure each event was carefully organized and maximized the family's experience at each event. Their hard work and dedication continue to carry on this tradition, in which we all see the community come together. This was our 30<sup>th</sup> anniversary of participating in National Night Out, and he genuinely believed we will participate in the next 30, continuing to build relationships with this great community.

Our next National Night Out will kick off on June 15th with the annual Dog Walker Watch Summer Social & Training event and end on August 6th with our Picnic in the Park. We hope to see you all there as we attempt to regain our first-place trophy.

### 10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized employee birthdays and anniversaries as well as commissioners.

Trustee Gandsey congratulated Dan Dinges for being the Top Ten Public Works leaders and also to Tyler Isham for Young Leader of the Year.

Trustee Deyne stated that the comments he got from residents regarding the plowing of the streets were very pleasing. Great job!

President Wallace stated that the resurfacing on Prospect is pretty rough.

Public Works Director Dan Dinges stated that it is temporarily patched. They will come back in the spring and resurface the entire road.

Trustee Gunsteen stated that he was glad that they got Route 59 and West Bartlett Road intersection cleaned up before the holidays. He would guess there are less accidents there currently.



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Trustee Suwanski asked about the water main breaks last week.

Mr. Dinges stated that they had two on the same day that we had the big snow. There is another one today that they did not finish and they will come back tomorrow to finish. It usually happens after a deep freeze and thaw.

Trustee Suwanski asked about the presentation at Fire Station #1 given to the person that responded to the resuscitation of Mike Musson at the Streets of Bartlett. The story was incredible, and she went out of her way to commend our first responders – both police and fire. Our textbook response saying it was a testament to the training that our first responders have she thanked them all and told them to keep up the good work.

Trustee LaPorte stated that we also have excellent equipment.

11. TOWN HALL - None

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated that Ordinance 2024-01, an Ordinance Approving a Preliminary/Final Plat of Subdivision for a Planned Unit Development, a Rezoning, Special Use Permits, and a Site Plan for the Promenade of Bartlett Mixed Use Development was covered and approved under the Consent Agenda.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey presented Updates to the Bartlett Economic Development Assistance (BEDA) Program. She stated that the village board is updating the program to approve its efficiencies and transparency. The committee of the whole reviewed those changes at its November 21<sup>st</sup> meeting. They agreed to leave the maximum amount and the ability to reapply at the same location. Staff will also conduct targeted campaigns in commercial areas that need renovations and have not yet participated in the program.

Trustee Gandsey moved to approve updates to the Bartlett Economic Development Assistance (BEDA) program and that motion was seconded by Trustee Suwanski.

Trustee Hopkins stated that he did not remember them talking about requiring the companies that receive BEDA money to join the Bartlett Area Chamber of Commerce. He does not necessarily agree with making a business join an organization to get public money.

Trustee Gunsteen asked if they should reword it to “request” they join the Chamber of Commerce rather than “require”.



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Trustee Suwanski stated that she thanked them for the clarification on definitions. This came up at the same time as a tax increase and she thought they talked about looking at different dollar amounts and reducing the maximum allowed for this. She does not want to end the program; she thought there might have been a compromise on it.

Assistant Village Administrator Scott Skrycki stated that when they reviewed the minutes, that came up and it seemed as though the direction of the board was to leave it the same, but they could certainly review those minutes again.

President Wallace stated that he thought they had the flexibility, as it is written, to grant the amount they feel is proper. He did not want to limit the availability to someone who is making a huge investment in our town because we made the limit lower.

Trustee Gunsteen stated that they are keeping it at a cap of \$250,000 in the BEDA program.

Mr. Skrycki stated that this particular line item would be up for discussion come budget time, but that is what it was last year. In the preliminary budget that will be presented in March, it will also be \$250,000.

Trustee Gunsteen verified that in March, they can lower that maximum amount or raise it.

President Wallace stated that he thinks it gives them flexibility. It does not mean we have to grant the amount they are requesting.

Trustee Gunsteen stated that they have taken a lot out of the costs that we are covering so he has a hard time believing that someone is going to maximize that payout, other than an Aldi or large grocery store. He feels that they should have flexibility.

Trustee Hopkins stated that businesses that would use the money to repair their parking lots will definitely max some of those out.

President Wallace stated that if they are requesting the maximum, it doesn't mean we have to provide the maximum.

Trustee LaPorte stated that the total approved grant amount that has been approved is approximately \$632,000 with a total private investment of \$8.44 million dollars. He feels that the money is being handled properly.

Trustee Suwanski stated this program is very generous compared to other towns. She is okay keeping it this way as long as they talk about it during budget time.



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ROLL CALL VOTE TO APPROVE BARTLETT ECONOMIC DEVELOPMENT ASSISTANCE (BEDA) PROGRAM UPDATES

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

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

Trustee LaPorte presented Resolution 2024-02-R, a Resolution Approving the Subrecipient Agreement for ARPA Funds Between the Village of Bartlett and the County of Cook.

He stated that the agreement with Cook County to receive \$150,000 of their American Rescue Plan Act (ARPA) funds to cover Phase #2 Design Engineering for the bike path underpass under Route 59. This path will provide a safe and reliable connection between downtown Bartlett and the Grasslands subdivision allowing for more bike path connectivity.

Trustee LaPorte moved to approve Resolution 2024-02-R, a Resolution Approving the Subrecipient Agreement for ARPA Funds Between the Village of Bartlett and the County of Cook and that motion was seconded by Trustee Deyne.

Trustee Gunsteen asked if this was in the process of being developed.

Mr. Dinges stated that they have Phase #1 completed and it has been submitted to IDOT where it has been reviewed and commented on. They are at the point to start the final Phase #2 design, which this will cover and then construction from there.

Trustee Gunsteen stated that D.R. Horton's development was kind of tight. He didn't want them to complete the housing development and then all of this falls apart.

Mr. Dinges stated that they will push to get this completed so that the residents will have a connection at that point. This approval will cover the bike path along the Route 59 right-of-way and then Grasslands builds all the way out to Naperville and West Bartlett. We will be building it in conjunction with them.

Trustee Hopkins asked if D.R. Horton is paying for the underpass.

Mr. Dinges stated that in the agreement there is a cost share. They are capped at \$35,000 and the village is paying the rest. Once Phase #2 is completed, if Cook County had more ARPA funds we would ask for Phase #3 money to help offset our costs.

Trustee Hopkins asked if we figure that the engineering will cost \$150,000.



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Mr. Dinges stated that he did not know that yet. They have the structural (because there is a wall going in) and they are awaiting the civil side of it. He didn't think it was going to be that much. He wanted to make sure that they get enough to cover what they want to do. He wants it for construction but they are focusing on getting the design complete. If they can get it through the IDOT process as quickly as possible, then they will try to get an application in for Phase #3 as well.

Trustee Gunsteen asked if this would need to go before Metra as well since it is by the train track.

Mr. Dinges stated that they would need to bond with them because it is adjacent to the tracks.

**ROLL CALL VOTE TO APPROVE RESOLUTION 2024-02-R, APPROVING SUBRECIPIENT AGREEMENT FOR ARPA FUNDS WITH COOK COUNTY**

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

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

**D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN HOPKINS**

Trustee Hopkins stated that there was no report.

**E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI**

Trustee Suwanski stated that there was no report.

**F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE**

Trustee Deyne stated that Ordinance 2024-03, an Ordinance Amending the Bartlett Municipal Code Section 6-11-1204.1: Schedule I, Through Streets was covered and approved under the Consent Agenda.

Trustee Deyne presented Resolution 2024-04-R, a Resolution Approving the First Amendment to the Bartlett Biosolids Disposal Service Agreement Between the Village of Bartlett and Synagro Central, LLC.

He stated that on March 21, 2023 the village board approved Resolution 2023-23-R: A Resolution Approving of the Contract for the Biosolids Disposal Service Agreement Between the Village of Bartlett and Synagro Central, LLC. The contract was awarded for a five-year term.

Recently, the state law that governed the prevailing wage rates was amended to include sludge hauling, eliminating the agricultural exemption they were previously under. Because of this change in the prevailing wage rate, Synagro's wage rates have increased 120% and have since requested to adjust their cubic yardage rate from \$23.10 to \$32.52.



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Based on recent bids for sludge hauling in the surrounding suburbs, staff believes this rate to be comparable, and to avoid a lapse in service, believes the best course of action is to amend the existing contract to reflect the change in rates. Staff recommend approving the contract amendment with Synagro Central, LLC.

Mr. Dinges stated that the contract started in 2023 and did not have a prevailing wage requirement. Starting January 1st of this year is when the prevailing wage requirement was enacted. Synagro came back to the village with their new rate, unfortunately, there is only one other company that has ever bid this item. There are not a lot of options out there and they did talk to other communities about where their rates were and this is comparable.

Trustee Deyne move to approve Resolution 2024-04-R. a Resolution Approving the First Amendment to the Bartlett Biosolids Disposal Service Agreement Between the Village of Bartlett and Synagro Central, LLC and that motion was seconded by Trustee Gunsteen.

Trustee Hopkins asked if we looked at their payroll to see what they were actually paying their employees. Is it factual that it went up 120%?

Mr. Dinges stated that they have not seen their current rates. They have been asking for information to justify the increase and they were shown what the new rate was based on versus where they were at before. He didn't know what other options they had.

Trustee Suwanski asked if they have a contract.

Mr. Dinges stated that they do have a contract and it calls for prevailing wages. In 2023, it was not a prevailing wage job and in 2024, it is. He has talked to the village attorney about pushing the issue and they could probably do it for a year but there is only one other company that has ever bid on the alternative. If they were to cancel the contract with this current company, they only have one other option and he can't imagine where those prices would be at.

Village Attorney Kurt Asprooth stated that with the change in the law, every other vendor is going to be subject to the same prevailing wage requirement. There is not many ways to get around that.

Trustee Suwanski asked if they would be looking at the legislation that might have been affecting this since this contract is not even a year old. You would think that since this is such a niche market they would be looking at legislation that would be affecting them in the future.

Mr. Dinges stated that if it was not set in place they are going to bid it based on what the current rate is at.

President Wallace stated he didn't think it would be possible to bid on some type of estimated amount in the future unless they put it in the contract that if this legislation does not pass, here is the new rate.



## VILLAGE OF BARTLETT BOARD MINUTES January 16, 2024

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Trustee Hopkins stated that he thought they should protect the taxpayers and maybe add into this contract that we have the option, if we do agree to this, that we would be able to cancel this contract and send it out to bid again. He understood that it was a niche market and only two other possible bidders, but maybe with the higher rates and its prevailing wage, there would be more firms to bid on it to see if they could actually be competitive. He didn't know what people are paying their drivers but 120% below prevailing wage is pretty low. He thought that they needed to add a way out of this five-year contract to protect the taxpayers.

Attorney Asprooth stated that they do a one-year contract and there are renewal options but they are not mandatory. If we decided to go with another company or bid this out again, we are only locked in for that one-year term.

Trustee Gunsteen stated that the new law is going to require certified payroll reports and we could see what they are paying their employees.

Attorney Asprooth stated that they upload them directly to the state now and do not provide them to us, but it is something we can check.

Trustee Hopkins stated that going forward we are not paying for the increases they sustained, we are only paying for once this gets approved from that point on.

Attorney Asprooth stated as of January 1, 2024 (when it was effective).

Trustee Hopkins stated that the contract ends in March or does it reset with this contract?

Attorney Asprooth stated that if we do not want to renew, we would have to give them notice pretty soon as there is sixty days to not renew under the contract.

President Wallace stated that they should figure that date for the first meeting in February to make sure we are inside the window.

Trustee LaPorte stated that if you look at their website, they are a nationwide company. Their top Board of Directors are from Goldman Sachs.

Trustee Gunsteen asked if this was a similar company to Safety-Kleen?

Mr. Dinges stated that they take their sludge and find fields to put it on. Their job is finding the fields and being able to apply it to the different farm fields. This new rate will be comparable to what everyone else is paying. He didn't think if they went out to bid they would see a big decrease.

President Wallace stated that when you are doing prevailing wage jobs you have to supply all of your payroll records so they could get access to that and do the math by March.



**VILLAGE OF BARTLETT  
BOARD MINUTES  
January 16, 2024**

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**ROLL CALL VOTE TO APPROVE AMENDMENT TO BIOSOLIDS DISPOSAL AGREEMENT  
WITH SYNAGRO CENTRAL, LLC**

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

Trustee Deyne stated that Ordinance 2024-05 an Ordinance Accepting the Public Improvements for 480 Miles Parkway; Ordinance 2024-06, an Ordinance Accepting the Public Improvements for 1303 Jack Court were covered and approved under the Consent Agenda.

13. NEW BUSINESS - None

14. QUESTION/ANSWER PRESIDENT & TRUSTEES

Trustee LaPorte stated that Aldi will have its grand opening on February 1<sup>st</sup> at 8:15 a.m.

15. ADJOURNMENT

President Wallace stated that the Board will adjourn and there will be a Committee of the Whole meeting immediately following. There being no further business to discuss, Trustee Deyne moved to adjourn the regular Board meeting and that motion was seconded by Trustee LaPorte

**ROLL CALL VOTE TO ADJOURN**

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

The meeting was adjourned at 7:38 p.m.

Lorna Giles  
Village Clerk



# VILLAGE OF BARTLETT COMMITTEE MINUTES January 16, 2024

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## 1. CALL TO ORDER

President Wallace called the Committee of the Whole meeting of January 16, 2024 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:39 p.m.

## 2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Public Works Director Dan Dinges, Assistant Public Works Director Tyler Isham, Civic Engineer Nick Talerico, Civic Engineer Nick Talerico, Planning and Development Director Kristy Stone, Food & Beverage Manager Paul Petersen, Police Chief Geoff Pretkelis, Deputy Chief Rob Sweeney, Deputy Chief Will Naydenoff, Village Attorney Kurt Asprooth and Village Clerk Lorna Giles.

3. TOWN HALL: None

## 4. STANDING COMMITTEE REPORTS

### A. BUILDING AND ZONING COMMITTEE, CHAIRMAN GUNSTEEN

#### 1. Senior Housing Parking Requirements

Chairman Gunsteen introduced the item.

Director of Planning and Development Services Kristy Stone stated the village has been slowly revising our definitions for senior housing development. We have found that our current definitions do not align as far as how they are regulated to parking requirements. Staff has looked at the parking requirements at the current senior developments, Victory Center, Claire Oaks, Artis, and the Clover Development which was recently withdrawn. Our current parking requirement is significantly less than what they require. We do not want to get in a situation where a developer wants to put one of these businesses in and does not have adequate parking. Based on the feedback we have received; we would like to amend our code and take this to the Planning and Zoning Board for approval.

Chairman LaPorte asked if our multifamily parking will be affected, like the new apartments.

Chairman Gunsteen confirmed that multifamily is not going to be changed, only senior facilities and nursing centers.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
January 16, 2024**

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5. ADJOURNMENT

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:42 p.m.

Samuel Hughes  
Deputy Village Clerk

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 2/6/2024

**100-GENERAL FUND REVENUES**

**420230-BUILDING PERMITS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MICHELLE SARWAS	DRIVEWAY PERMIT FEE REFUND	40.00
	<b>INVOICES TOTAL:</b>	<b>40.00</b>
		<b>40.00</b>

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - FEB 2024	334,106.27
1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/FEB 2024	957.95
** 1 METROPOLITAN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - FEB 2024	15,932.00
	<b>INVOICES TOTAL:</b>	<b>350,996.22</b>
		<b>350,996.22</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	79.85
	<b>INVOICES TOTAL:</b>	<b>79.85</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	E-NEWSLETTER FEE/CANVA SUBSCRIPTION	223.90
	<b>INVOICES TOTAL:</b>	<b>223.90</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	INK CARTRIDGE	57.79
1 AMAZON CAPITAL SERVICES INC	BOOKSHELVES FOR LUNCHROOM	330.92
1 AMAZON CAPITAL SERVICES INC	BOOKMARK TASSELS	16.98
1 AMAZON CAPITAL SERVICES INC	CREDIT MEMO	-6.99
1 THE FINER LINE INC	ENGRAVED BADGES	76.29
1 WAREHOUSE DIRECT	THERMAL LAMINATING POUCHES	36.39
	<b>INVOICES TOTAL:</b>	<b>511.38</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	NIU SEMINAR REGISTRATION	109.00
	<b>INVOICES TOTAL:</b>	<b>109.00</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 2/6/2024

**543910-HISTORY MUSEUM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO PIZZA TOURS	SPEAKER FEE	300.00
** 1 ELAN FINANCIAL SERVICES	LIBRARY RESEARCH FEE	62.50
** 1 ELAN FINANCIAL SERVICES	CRAFT FOR DEPOT	31.15
<b>INVOICES TOTAL:</b>		<b>393.65</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	VILLAGE BOARD/STAFF XMAS EVENT	622.70
** 1 ELAN FINANCIAL SERVICES	TEAM BUILDING SUPPLIES	457.94
<b>INVOICES TOTAL:</b>		<b>1,080.64</b>

2,398.42

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANCEL GLINK P.C.	PROFESSIONAL SERVICES	18,021.25
1 LAW OFFICES OF FRANCIS BONGIOVANNI	PROFESSIONAL SERVICES	832.50
1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	15,333.00
1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	11,542.00
1 CLARK BAIRD SMITH LLP	PROFESSIONAL SERVICES	11,787.50
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	360.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	525.00
1 VILLAGE OF ITASCA	CPKC COALITION	8,958.19
<b>INVOICES TOTAL:</b>		<b>68,284.44</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHASTAIN & ASSOCIATES LLC	OAK AVE RESURFACING PROJECT	4,639.31
1 CHASTAIN & ASSOCIATES LLC	NORTH AVE RESURFACING PROJECT	165.20
1 HAMPTON LENZINI AND RENWICK INC	HAWK HOLLOW STORMWATER/ENG REVIEW	45.00
1 HAMPTON LENZINI AND RENWICK INC	GRASSLANDS CONSTRUCTION OBSERVATION	3,022.50
<b>INVOICES TOTAL:</b>		<b>7,872.01</b>

**523600-SOCIAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KATHRYN R JUZWIN	CONSULTING FEES NOV & DEC 23	3,166.66
1 NORTHEAST DUPAGE FAMILY	SOCIAL WORKER PROGRAM	4,652.41
<b>INVOICES TOTAL:</b>		<b>7,819.07</b>

83,975.52

**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	DECEMBER 23 DEDUCTIBLE	22,533.63
<b>INVOICES TOTAL:</b>		<b>22,533.63</b>
		22,533.63

**1400-FINANCE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	28.00
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	48.85
<b>INVOICES TOTAL:</b>		<b>76.85</b>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RYDIN DECAL	VENDING DECALS	463.82
<b>INVOICES TOTAL:</b>		<b>463.82</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	PAPER FOR CEMETERY DEEDS	56.43
<b>INVOICES TOTAL:</b>		<b>56.43</b>
		597.10

**1500-PLANNING & DEV SERVICES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	16.23
<b>INVOICES TOTAL:</b>		<b>16.23</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FTD AUTO LLC	VEHICLE MAINTENANCE	1,305.49
<b>INVOICES TOTAL:</b>		<b>1,305.49</b>

**526005-PLAN REVIEW SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMPSON ELEVATOR INSPECTION	ELEVATOR PLAN REVIEWS	200.00
<b>INVOICES TOTAL:</b>		<b>200.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DELL MARKETING L.P.	MONITORS FOR PLAN REVIEWER IN PDS	347.98
1 INTERNATIONAL CODE COUNCIL INC	ICC CODE BOOKS	957.93

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 1,305.91

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 INTERNATIONAL CODE COUNCIL INC	ICC CODE BOOKS	500.00
		<u>INVOICES TOTAL: 500.00</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - DEC 23	280.19
		<u>INVOICES TOTAL: 280.19</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	WEBINAR REGISTRATION	66.00
		<u>INVOICES TOTAL: 66.00</u>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KENNETH DEWAYNE BURRIS	ANNUAL IPIA DUES	70.00
** 1 ELAN FINANCIAL SERVICES	IACE/APA MEMBERSHIP RENEWALS	826.00
		<u>INVOICES TOTAL: 896.00</u>

4,569.82

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AT&T	SUBPOENA FEES	95.00
1 COMCAST	CABLE SERVICE	189.67
1 COMPASSION FUNERAL SERVICE INC	TRANSPORTATION SERVICES	375.00
1 COMPASSION FUNERAL SERVICE INC	TRANSPORTATION SERVICES	377.50
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	71.24
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	130.82
1 MICROSYSTEMS INC	ANNUAL ARCHIVAL STORAGE FEES	265.00
1 PORTER LEE CORPORATION	ANNUAL SOFTWARE SUPPORT	1,119.00
1 PROSHRED CHICAGO	PAPER SHREDDING SERVICES	220.08
1 T-MOBILE USA INC	SUBPOENA FEES	50.00
1 T-MOBILE USA INC	SUBPOENA FEES	25.00
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	1,370.76
1 VERIZON WIRELESS	WIRELESS SERVICES	722.20
1 VERIZON WIRELESS	WIRELESS SERVICES	456.16
		<u>INVOICES TOTAL: 6,702.43</u>

\*\* Indicates pre-issue check.

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**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE BLUE LINE	OFFICER & COORDINATOR RECRUITMENT LISTING	595.00
	<b>INVOICES TOTAL:</b>	<b>595.00</b>

**525400-COMMUNICATIONS - DUCOMM**

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

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	370.94
1 COMPLETE TABLET SOLUTIONS, LTD	MODEM FOR INCIDENT RESPONSE VEHICLE	2,452.13
** 1 ELAN FINANCIAL SERVICES	LICENSE PLATE RENEWAL FEE	154.40
1 FTD AUTO LLC	VEHICLE MAINTENANCE	80.70
1 FTD AUTO LLC	VEHICLE MAINTENANCE	1,223.94
1 FTD AUTO LLC	VEHICLE MAINTENANCE	48.42
1 FTD AUTO LLC	VEHICLE MAINTENANCE	80.70
1 FTD AUTO LLC	VEHICLE MAINTENANCE	93.50
1 FTD AUTO LLC	VEHICLE MAINTENANCE	933.53
1 FTD AUTO LLC	VEHICLE MAINTENANCE	80.70
1 FTD AUTO LLC	VEHICLE MAINTENANCE	620.39
1 FTD AUTO LLC	VEHICLE MAINTENANCE	623.76
1 FTD AUTO LLC	VEHICLE MAINTENANCE	236.25
1 FTD AUTO LLC	VEHICLE MAINTENANCE	80.70
1 FTD AUTO LLC	VEHICLE MAINTENANCE	82.47
1 FTD AUTO LLC	VEHICLE MAINTENANCE	80.70
1 FTD AUTO LLC	VEHICLE MAINTENANCE	201.25
1 FTD AUTO LLC	VEHICLE MAINTENANCE	80.70
1 FTD AUTO LLC	VEHICLE MAINTENANCE	1,232.32
1 ILLINOIS TOLLWAY	TOLL FEES	12.76
	<b>INVOICES TOTAL:</b>	<b>8,770.26</b>

**526050-VEHICLE SET UP**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RICK SADOWSKI	VEHICLE DECAL REMOVAL	140.00
1 ULTRA STROBE COMMUNICATIONS INC	POLICE VEHICLE EQUIPMENT	7,738.40
1 ULTRA STROBE COMMUNICATIONS INC	POLICE VEHICLE EQUIPMENT	1,158.34
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT REMOVAL AND INSTALLATION	4,369.10
	<b>INVOICES TOTAL:</b>	<b>13,405.84</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	METRA PAY BOX PAPER ROLLS	446.33
** 1 ELAN FINANCIAL SERVICES	BANDAGES FOR TRAINING	34.40
1 MIDWEST FIRST AID & SAFETY	FIRST AID SUPPLIES	132.16

\*\* Indicates pre-issue check.

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**	1	PETTY CASH	PETTY CASH REIMBURSEMENT	176.07
	1	WAREHOUSE DIRECT	INK CARTRIDGE	135.39
	1	WAREHOUSE DIRECT	INK CARTRIDGE	135.39
				<u>INVOICES TOTAL: 1,059.74</u>

**530110-UNIFORMS**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
	1	AMAZON CAPITAL SERVICES INC	T-SHIRTS FOR NEW OFFICERS	369.60
	1	AMAZON CAPITAL SERVICES INC	CLOTHES FOR NEW OFFICERS	218.58
	1	AMAZON CAPITAL SERVICES INC	PISTOL VAULTS FOR NEW OFFICERS	385.20
	1	AMAZON CAPITAL SERVICES INC	CLOTHES FOR NEW OFFICERS	10.00
**	1	ELAN FINANCIAL SERVICES	T-SHIRTS FOR NEW OFFICERS	325.00
	1	RAY O'HERRON CO INC	UNIFORM APPAREL	571.07
	1	RAY O'HERRON CO INC	UNIFORM APPAREL	552.65
	1	RAY O'HERRON CO INC	UNIFORM APPAREL	658.52
	1	RAY O'HERRON CO INC	UNIFORM APPAREL	341.63
	1	RAY O'HERRON CO INC	UNIFORM APPAREL	426.75
	1	RAY O'HERRON CO INC	UNIFORM APPAREL	87.29
	1	RAY O'HERRON CO INC	CREDIT MEMO	-44.96
	1	RAY O'HERRON CO INC	UNIFORM APPAREL	437.99
	1	RAY O'HERRON CO INC	UNIFORM APPAREL	514.80
	1	RAY O'HERRON CO INC	UNIFORM APPAREL	591.75
	1	RAY O'HERRON CO INC	UNIFORM APPAREL	671.15
	1	RAY O'HERRON CO INC	UNIFORM APPAREL	757.80
	1	STREICHER'S INC	UNIFORM APPAREL	429.75
	1	STREICHER'S INC	UNIFORM APPAREL	100.50
	1	STREICHER'S INC	WALLET BADGE REPAIR	15.50
	1	STREICHER'S INC	HATS	113.92
	1	STREICHER'S INC	LIFE SAVING MEDAL	122.00
	1	STREICHER'S INC	BADGE & CASE	213.24
				<u>INVOICES TOTAL: 7,869.73</u>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
	1	THOMSON REUTERS - WEST	ONLINE/SOFTWARE SUBSCRIPTION	238.31
				<u>INVOICES TOTAL: 238.31</u>

**532000-AUTOMOTIVE SUPPLIES**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
**	1	WEX BANK	FUEL PURCHASES - DEC 23	7,995.06
				<u>INVOICES TOTAL: 7,995.06</u>

**532200-OFFICE SUPPLIES**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
	1	AMAZON CAPITAL SERVICES INC	EXTERNAL CD DVD DRIVE	39.98
	1	WAREHOUSE DIRECT	COFFEE FILTER/DOORSTOP	25.05
	1	WAREHOUSE DIRECT	OFFICE SUPPLIES	125.00
	1	WAREHOUSE DIRECT	OFFICE SUPPLIES	247.93
	1	WAREHOUSE DIRECT	SUPPLIES	319.46

\*\* Indicates pre-issue check.

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1 WAREHOUSE DIRECT	SLANTED SIGN HOLDER	35.04
		<b>INVOICES TOTAL: 792.46</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	25.15
		<b>INVOICES TOTAL: 25.15</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AKEEL ABDELHADI	TRAINING EXPENSES	71.10
1 NORTH EAST MULTI-REGIONAL TRAINING INC	CLASS REGISTRATION FEES	200.00
1 NORTH EAST MULTI-REGIONAL TRAINING INC	CLASS REGISTRATION FEE	35.00
1 NORTH EAST MULTI-REGIONAL TRAINING INC	CLASS REGISTRATION FEES	100.00
1 NORTH EAST MULTI-REGIONAL TRAINING INC	CLASS REGISTRATION FEES	510.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	19.20
1 CHRISTOPHER SOLESKY	TRAINING EXPENSES	71.10
1 UNIVERSITY OF ILLINOIS	BASIC LAW ENFORCEMENT TRAINING	29,736.00
		<b>INVOICES TOTAL: 30,742.40</b>

**542810-SAFETY PROGRAM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PHYSICIANS IMMEDIATE CARE	PERSONNEL TESTING	428.00
		<b>INVOICES TOTAL: 428.00</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MID-STATES ORGANIZED CRIME	ANNUAL MEMBERSHIP RENEWAL	250.00
1 NATIONAL ASSOC OF FIRE INVESTIGATORS	ANNUAL MEMBERSHIP DUES	55.00
1 NATIONAL ASSOCIATION OF TOWN WATCH	MEMBERSHIP DUES	35.00
1 WEST BEND MUTUAL INSURANCE CO	NOTARY FEE/ N FUCHS	50.00
1 WEST BEND MUTUAL INSURANCE CO	NOTARY FEE/A BENEDETTO	50.00
1 WEST BEND MUTUAL INSURANCE CO	NOTARY FEE/L PELCZARSKI	50.00
		<b>INVOICES TOTAL: 490.00</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	32.97
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	30.00
		<b>INVOICES TOTAL: 62.97</b>

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STANARD & ASSOCIATES INC	SERGEANT PROMOTIONAL EXAM	6,138.82
		<b>INVOICES TOTAL: 6,138.82</b>

\*\* Indicates pre-issue check.

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**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLA INC	IL RTE 25 KENYON RD SAFETY ANALYSIS	2,651.25
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	20.00
<b>INVOICES TOTAL:</b>		<b>2,671.25</b>
		<b>290,491.60</b>

**1800-STREET MAINTENANCE**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	279.44
1 VERIZON WIRELESS	WIRELESS SERVICES	36.01
<b>INVOICES TOTAL:</b>		<b>315.45</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	285.87
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	55.84
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	14,628.62
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,689.47
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	71.42
1 NICOR GAS	GAS BILL	958.17
1 NICOR GAS	GAS BILL	362.89
1 NICOR GAS	GAS BILL	900.53
1 NICOR GAS	GAS BILL	1,455.47
<b>INVOICES TOTAL:</b>		<b>20,408.28</b>

**524230-SNOW PLOWING CONTRACTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABBOTT TREE CARE PROFESSIONALS LLC	SNOW REMOVAL SERVICE	5,875.00
1 ABBOTT TREE CARE PROFESSIONALS LLC	SNOW REMOVAL SERVICE	5,575.00
1 AJD CONCRETE CONSTRUCTION CORP	SNOW REMOVAL SERVICE	14,700.00
1 AJD CONCRETE CONSTRUCTION CORP	SNOW REMOVAL SERVICE	13,750.00
1 AJD CONCRETE CONSTRUCTION CORP	SNOW REMOVAL SERVICE	5,400.00
1 AJD CONCRETE CONSTRUCTION CORP	SNOW REMOVAL SERVICE	4,250.00
1 V CARDENAS LANDSCAPING INC	SNOW REMOVAL SERVICES	11,400.00
1 CORNERSTONE LAND & LAWN INC	SNOW REMOVAL SERVICES	25,200.00
1 CORNERSTONE LAND & LAWN INC	SNOW REMOVAL SERVICES	3,600.00
<b>INVOICES TOTAL:</b>		<b>89,750.00</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AL WARREN OIL COMPANY INC	MAINTENANCE SUPPLIES	1,907.78
1 ASTROBLAST INC	LIFT GATE BLASTED & COATED	1,198.00
1 COMMERCIAL TIRE SERVICE	FLAT TIRE REPAIRS	380.00
1 JERRY'S WELDING INC	EQUIPMENT REPAIRS	760.00

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 4,245.78

**527113-SERVICES TO MAINT. GROUNDS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	ENVIRONMENTAL ENG CONSULTING	130.83
1 GATE OPTIONS	GATE REPAIRS	150.00
		<u>INVOICES TOTAL: 280.83</u>

**527140-TREE TRIMMING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABBOTT TREE CARE PROFESSIONALS LLC	TREE PRUNING	2,490.00
		<u>INVOICES TOTAL: 2,490.00</u>

**527150-BRUSH COLLECTION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TREES R US INC	SEMI-ANNUAL BRUSH COLLECTION	44,696.40
		<u>INVOICES TOTAL: 44,696.40</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	275.18
1 AUTOZONE INC	MAINTENANCE SUPPLIES	55.19
** 1 ELAN FINANCIAL SERVICES	LUNCH FOR PLOW DRIVERS	296.82
1 GRAINGER	MAINTENANCE SUPPLIES	55.97
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	3,171.47
		<u>INVOICES TOTAL: 3,854.63</u>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	SAFETY EQUIPMENT	23.95
		<u>INVOICES TOTAL: 23.95</u>

**532010-FUEL PURCHASES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - DEC 23	3,379.35
		<u>INVOICES TOTAL: 3,379.35</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	WEBCAMS FOR COMPUTERS	139.97
1 AMAZON CAPITAL SERVICES INC	DUAL MONITOR DESK MOUNT & CARTRIDGE	38.15
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	39.92
1 IMAGING ESSENTIALS INC	PLOTTER PAPER	61.00
1 WAREHOUSE DIRECT	SUPPLIES	53.97
		<u>INVOICES TOTAL: 333.01</u>

\*\* Indicates pre-issue check.

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**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CREDIT MEMO	-29.22
1 AUTOZONE INC	MAINTENANCE SUPPLIES	198.69
1 BATTERY SERVICE CORP	SMALL TOOLS	124.50
1 CAROL STREAM LAWN & POWER	BELT	20.70
1 COLLIFLOWER INC - BALTIMORE	MAINTENANCE SUPPLIES	236.84
1 FASTENAL COMPANY	MATERIALS & SUPPLIES	217.45
1 FLEETPRIDE	MAINTENANCE SUPPLIES	379.00
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	331.19
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	32.50
1 TERMINAL SUPPLY CO	MAINTENANCE SUPPLIES	483.09
1 WEST SIDE TRACTOR SALES	MAINTENANCE MATERIALS	783.85
1 WEST SIDE TRACTOR SALES	MAINTENANCE MATERIALS	100.53
<b>INVOICES TOTAL:</b>		<b>2,879.12</b>

**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3M COMPANY	STREET SIGN MATERIALS	2,821.19
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	956.09
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	211.72
1 TRAFFIC CONTROL & PROTECTION INC	STREET MAINTENANCE MATERIALS	1,480.30
1 TRAFFIC CONTROL & PROTECTION INC	STREET MAINTENANCE MATERIALS	2,254.00
1 TRAFFIC CONTROL & PROTECTION INC	STREET MAINTENANCE MATERIALS	1,016.25
<b>INVOICES TOTAL:</b>		<b>8,739.55</b>

**534800-STREET LIGHTS MAINT MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTANT ELECTRIC SUPPLY CO	STREET LIGHT POLES	5,250.00
1 GRAINGER	ELECTRICAL BOX	46.10
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	642.65
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	176.47
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	84.83
<b>INVOICES TOTAL:</b>		<b>6,200.05</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CONFERENCE REGISTRATION	200.00
** 1 ELAN FINANCIAL SERVICES	APWA BANQUET LUNCHEON	46.66
<b>INVOICES TOTAL:</b>		<b>246.66</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	ISA MEMBERSHIP RENEWAL	285.00
<b>INVOICES TOTAL:</b>		<b>285.00</b>

\*\* Indicates pre-issue check.

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**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BAXTER & WOODMAN	ONEIDA BASIN IMPROVEMENTS	16,840.00
1 CHRISTOPHER B BURKE ENG LTD	MUNGER RD CULVERT REPLACEMENT	12,254.36
1 HAMPTON LENZINI AND RENWICK INC	STREAMBANK STABILIZATION	1,175.00
1 MARTAM CONSTRUCTION INC	MUNGER RD CULVERT	290,109.80
<b>INVOICES TOTAL:</b>		<b>320,379.16</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - DEC 23	165.00
1 BEACON BID	ONLINE BIDDING PLATFORM PURCHASE	500.00
<b>INVOICES TOTAL:</b>		<b>665.00</b>

509,172.22

**3000-DEBT SERVICE EXPENDITURES**

**523700-AGENTS FEES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UMB BANK N.A.	AGENT FEES/SERIES 2019	318.00
<b>INVOICES TOTAL:</b>		<b>318.00</b>

318.00

**4800-BREWSTER CREEK TIF MUN ACC EXP**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANCEL GLINK P.C.	PROFESSIONAL SERVICES	197.79
<b>INVOICES TOTAL:</b>		<b>197.79</b>

197.79

**5000-WATER OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BEACON BID	ONLINE BIDDING PLATFORM PURCHASE	500.00
** 1 ELAN FINANCIAL SERVICES	SCADA PHONE SERVICE	38.36
** 1 ELAN FINANCIAL SERVICES	NETCLOUD MOBILE PLAN RENEWAL	1,491.00
1 HAMPTON LENZINI AND RENWICK INC	PW COMPLEX NATIVE AREA MAINT 2023-25	700.00
1 JULIE INC	ANNUAL SERVICE FEES	4,222.44
1 OTM ENVIRONMENTAL SERVICES INC	WATER SYSTEM CHECKS - NOV & DEC 23	6,800.00
<b>INVOICES TOTAL:</b>		<b>13,751.80</b>

**522500-EQUIPMENT RENTALS**

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

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1 VERIZON WIRELESS	WIRELESS SERVICES	380.16
		<b>INVOICES TOTAL: 380.16</b>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	JANUARY 2024 BILLING	723.47
		<b>INVOICES TOTAL: 723.47</b>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	740.00
		<b>INVOICES TOTAL: 740.00</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	ENVIRONMENTAL ENG CONSULTING	130.83
		<b>INVOICES TOTAL: 130.83</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	57.07
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	149.16
1 NEXAMP INC	ELECTRIC BILL	537.11
1 NICOR GAS	GAS BILL	513.26
1 NICOR GAS	GAS BILL	478.74
		<b>INVOICES TOTAL: 1,735.34</b>

**527120-SVCS TO MAINT MAINS/STORM LINE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VULCAN CONSTRUCTION MATERIALS LLC	GRAVEL PURCHASE	1,265.57
		<b>INVOICES TOTAL: 1,265.57</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	207.39
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	4,676.02
1 ZIEBELL WATER SERVICE	MATERIALS & SUPPLIES	74.40
1 ZIEBELL WATER SERVICE	MATERIALS & SUPPLIES	2,089.96
		<b>INVOICES TOTAL: 7,047.77</b>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	646.47
		<b>INVOICES TOTAL: 646.47</b>

**532000-AUTOMOTIVE SUPPLIES**

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

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**	1 WEX BANK	FUEL PURCHASES - DEC 23	808.61
			<b>INVOICES TOTAL: 808.61</b>

**532200-OFFICE SUPPLIES**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 AMAZON CAPITAL SERVICES INC	WEBCAMS FOR COMPUTERS	139.98
	1 AMAZON CAPITAL SERVICES INC	DUAL MONITOR DESK MOUNT & CARTRIDGE	38.16
	1 IMAGING ESSENTIALS INC	PLOTTER PAPER	61.00
	1 WAREHOUSE DIRECT	SUPPLIES	53.97
			<b>INVOICES TOTAL: 293.11</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 COLLIFLOWER INC - BALTIMORE	HOSE ASSEMBLY	290.62
	1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	32.51
			<b>INVOICES TOTAL: 323.13</b>

**541600-PROFESSIONAL DEVELOPMENT**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 ELAN FINANCIAL SERVICES	APWA BANQUET LUNCHEON	46.67
			<b>INVOICES TOTAL: 46.67</b>

**543101-DUES**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 AMERICAN WATER WORKS ASSOCIATION	MEMBERSHIP DUES	166.00
			<b>INVOICES TOTAL: 166.00</b>

**546900-CONTINGENCIES**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - DEC 23	165.00
			<b>INVOICES TOTAL: 165.00</b>

28,223.93

**5090-WATER CAPITAL PROJECTS EXP**

**581020-WATER METER AUTOMATION**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 WATER RESOURCES INC	WATER METERS/INSTALLATION FEES	172,988.40
	1 WATER RESOURCES INC	WATER METERS	3,219.49
			<b>INVOICES TOTAL: 176,207.89</b>

**581031-LEAK SURVEY/REPAIR**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	1,072.00
			<b>INVOICES TOTAL: 1,072.00</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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**581038-VILLAGE SYSTEM IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	PUMP STATION MODIFICATIONS	4,860.00
	<u>INVOICES TOTAL:</u>	<u>4,860.00</u>
		182,139.89

**5100-SEWER OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BEACON BID	ONLINE BIDDING PLATFORM PURCHASE	500.00
1 JULIE INC	ANNUAL SERVICE FEES	4,222.44
	<u>INVOICES TOTAL:</u>	<u>4,722.44</u>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	JANUARY 2024 BILLING	723.47
	<u>INVOICES TOTAL:</u>	<u>723.47</u>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	308.75
	<u>INVOICES TOTAL:</u>	<u>308.75</u>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	ENVIRONMENTAL ENG CONSULTING	130.84
	<u>INVOICES TOTAL:</u>	<u>130.84</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	213.28
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	246.47
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	315.60
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	213.52
1 NEXAMP INC	ELECTRIC BILL	1,050.36
1 NICOR GAS	GAS BILL	55.64
1 NICOR GAS	GAS BILL	44.55
1 NICOR GAS	GAS BILL	47.70
1 NICOR GAS	GAS BILL	143.52
1 NICOR GAS	GAS BILL	146.91
	<u>INVOICES TOTAL:</u>	<u>2,477.55</u>

**524210-SLUDGE REMOVAL**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	6,352.50

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 6,352.50

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	54.38
1 EJ EQUIPMENT INC	CRANE INSPECTION	398.20
1 EJ EQUIPMENT INC	UTILITY TRUCK DIAGNOSTIC SERVICE	168.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	55.00
<u>INVOICES TOTAL:</u>		<u>675.58</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	275.18
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	68.34
1 PRO CHEM INC	GLOVES AND CHEMICAL SUPPLIES	1,547.84
<u>INVOICES TOTAL:</u>		<u>1,891.36</u>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHLORINE CYLINDERS	30.00
1 HAWKINS INC	CHEMICAL SUPPLIES	4,002.75
<u>INVOICES TOTAL:</u>		<u>4,032.75</u>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	78.09
<u>INVOICES TOTAL:</u>		<u>78.09</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - DEC 23	732.44
<u>INVOICES TOTAL:</u>		<u>732.44</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	WEBCAMS FOR COMPUTERS	139.98
1 AMAZON CAPITAL SERVICES INC	DUAL MONITOR DESK MOUNT & CARTRIDGE	38.16
1 IMAGING ESSENTIALS INC	PLOTTER PAPER	61.00
1 WAREHOUSE DIRECT	SUPPLIES	160.90
<u>INVOICES TOTAL:</u>		<u>400.04</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DISHWASHER CIRCULATION PUMP	64.69
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	32.51
1 LIONHEART CRITICAL POWER	EQUIPMENT REPAIRS	509.44

\*\* Indicates pre-issue check.

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1	STENSTROM PETROLEUM SERVICES INC	MONTHLY INSPECTION FEE	150.00
			<b>INVOICES TOTAL: 756.64</b>

**534600-BUILDING MAINTENANCE MATERIALS**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	76 TRUST	LIFT STATION GATE REPAIR	4,340.00
1	HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	303.83
1	WEBMARC DOORS INC	COMMERCIAL DOOR REPAIRS	281.50
			<b>INVOICES TOTAL: 4,925.33</b>

**541600-PROFESSIONAL DEVELOPMENT**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1	ELAN FINANCIAL SERVICES	APWA BANQUET LUNCHEON	46.67
			<b>INVOICES TOTAL: 46.67</b>

**546900-CONTINGENCIES**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - DEC 23	165.00
			<b>INVOICES TOTAL: 165.00</b>

28,419.45

**510000-SEWER FUND**

**200504-FRWRD PAYABLE**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	FRWRD	KANE CITY SEWER TREATMENT 01/24	1,059.26
			<b>INVOICES TOTAL: 1,059.26</b>

1,059.26

**5190-SEWER CAPITAL PROJECTS EXP**

**582027-WWTP FACILITY IMPROVEMENTS**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	JOSEPH J HENDERSON & SON INC	BITTERSWEET WRF IMPROVEMENTS	645,010.52
1	STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF	1,160.00
1	STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF	14,836.00
1	STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF	17,500.00
			<b>INVOICES TOTAL: 678,506.52</b>

**582028-DEVON EXCESS FLOW PLANT REHB**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	ENGINEERING ENTERPRISES INC	EXCESS FLOW SEWER & FORCEMAIN	41,877.50
1	ENGINEERING ENTERPRISES INC	DEVON EXCESS FLOW FACILITY LIFT STATION	12,189.50
1	MEADE ELECTRIC CO INC	DEVON AVE FORCE MAIN PROJECT	213.52
			<b>INVOICES TOTAL: 54,280.52</b>

\*\* Indicates pre-issue check.

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732,787.04

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

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

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	134.90
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	89.77
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	35.00
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	478.56
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	56.54
1 NEXAMP INC	ELECTRIC BILL	247.26
1 VERIZON WIRELESS	WIRELESS SERVICES	42.12
<b>INVOICES TOTAL:</b>		<b>1,084.15</b>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	METRA INTERNET SERVICE	67.35
<b>INVOICES TOTAL:</b>		<b>67.35</b>

1,551.50

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - DEC 23	304.80
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	117.50
1 NITECH FIRE & SECURITY INDUSTRIES INC	BURGLAR ALARM MONITORING	113.85
1 ROSCOE CO	MATS	341.09
<b>INVOICES TOTAL:</b>		<b>877.24</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	35.27
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,607.74
1 NEXAMP INC	ELECTRIC BILL	12.24
1 NICOR GAS	GAS BILL	1,554.08
<b>INVOICES TOTAL:</b>		<b>3,209.33</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	176.54

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 176.54

**534200-GOLF CART MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	GOLF CART SEAT BOTTOM COVERS	1,909.21
		<u>INVOICES TOTAL: 1,909.21</u>

**534332-PURCHASES - GOLF BALLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF BALLS	36.58
1 ACUSHNET COMPANY	GOLF BALLS	33.61
1 ACUSHNET COMPANY	GOLF BALLS	10.02
1 ACUSHNET COMPANY	GOLF BALLS	16.90
1 ACUSHNET COMPANY	GOLF BALLS	20.78
1 ACUSHNET COMPANY	GOLF BALLS	11.43
1 ACUSHNET COMPANY	GOLF BALLS	15.78
1 ACUSHNET COMPANY	GOLF BALLS	15.01
1 ACUSHNET COMPANY	GOLF BALLS	19.49
1 ACUSHNET COMPANY	GOLF BALLS	647.76
		<u>INVOICES TOTAL: 827.36</u>

6,999.68

**5510-GOLF MAINTENANCE EXPENSES**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	535.92
1 NICOR GAS	GAS BILL	460.42
1 NICOR GAS	GAS BILL	518.02
		<u>INVOICES TOTAL: 1,514.36</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	195.15
		<u>INVOICES TOTAL: 195.15</u>

1,709.51

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - DEC 23	38.10
1 ECOLAB INC	WATER SOFTENER RENTAL	49.50
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	112.50
		<u>INVOICES TOTAL: 220.10</u>

\*\* Indicates pre-issue check.

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**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	267.96
1 NICOR GAS	GAS BILL	259.01
<b>INVOICES TOTAL:</b>		<b>526.97</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	50.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	134.76
<b>INVOICES TOTAL:</b>		<b>184.76</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	KITCHEN SUPPLIES	54.30
<b>INVOICES TOTAL:</b>		<b>54.30</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN COMPRESSED GASES INC	ANNUAL CYLINDER RENTAL FEE	206.00
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	174.72
1 GRECO AND SONS INC	FOOD PURCHASE	64.70
<b>INVOICES TOTAL:</b>		<b>445.42</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PAUL PETERSEN	BASSET ALCOHOL CERTIFICATION	14.75
<b>INVOICES TOTAL:</b>		<b>14.75</b>

1,446.30

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - DEC 23	38.10
1 ALSCO	LINEN SERVICES	146.00
1 ALSCO	LINEN SERVICES	74.84
1 ECOLAB INC	WATER SOFTENER RENTAL	49.50
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	112.50
<b>INVOICES TOTAL:</b>		<b>420.94</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	JOB AD POSTING FEE/ADVERTISING FEE	533.22
1 THE KNOT WORLDWIDE INC	ADVERTISING	4,931.95

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 5,465.17

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	267.96
1 NICOR GAS	GAS BILL	259.01
<u>INVOICES TOTAL:</u>		<u>526.97</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	50.00
1 MLA WHOLESALE INC	FLOWERS	146.50
1 MLA WHOLESALE INC	FLOWERS	92.60
1 MLA WHOLESALE INC	FLOWERS	45.00
1 MLA WHOLESALE INC	FLOWERS	58.40
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	134.77
<u>INVOICES TOTAL:</u>		<u>527.27</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	KITCHEN SUPPLIES	54.30
<u>INVOICES TOTAL:</u>		<u>54.30</u>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	602.77
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	500.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	958.52
1 GRECO AND SONS INC	FOOD PURCHASE	370.09
1 GRECO AND SONS INC	FOOD PURCHASE	104.75
1 IL GIARDINO DEL DOLCE INC	CAKE	80.50
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	11.78
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	769.09
<u>INVOICES TOTAL:</u>		<u>3,397.50</u>

10,392.15

**5580-GOLF MIDWAY EXPENSES**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	47.76
<u>INVOICES TOTAL:</u>		<u>47.76</u>

47.76

**6000-CENTRAL SERVICES EXPENSES**

\*\* Indicates pre-issue check.

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**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 METALMASTER ROOFMASTER INC	ANNUAL SERVICE AGREEMENT	549.00
	<b>INVOICES TOTAL:</b>	<b>549.00</b>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUELAKE SOFTWARE	KOFAX ANNUAL SUPPORT RENEWAL	3,549.20
** 1 ELAN FINANCIAL SERVICES	GIS AUTOMATION/MDM FEES	129.30
** 1 ELAN FINANCIAL SERVICES	SUBSCRIPTION UPGRADE/IPHONE ACCESSORY	25.19
1 VC3 INC	MONTHLY SERVICE AGREEMENT	2,499.00
	<b>INVOICES TOTAL:</b>	<b>6,202.69</b>

**523001-PERSONNEL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIGMENT GROUP INC	ANNUAL DOT CONSORTIUM FEE	385.00
** 1 PHYSICIANS IMMEDIATE CARE	PERSONNEL TESTING	2,601.00
	<b>INVOICES TOTAL:</b>	<b>2,986.00</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - DEC 23	4,355.00
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	239.60
1 AUTOMATIC BUILDING CONTROLS LLC	EQUIPMENT REPAIRS	877.00
	<b>INVOICES TOTAL:</b>	<b>5,471.60</b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,316.21
1 COMCAST	INTERNET SERVICE	228.40
1 COMCAST	INTERNET SERVICE	94.90
	<b>INVOICES TOTAL:</b>	<b>4,639.51</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	391.42
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	57.22
1 NEXAMP INC	ELECTRIC BILL	78.41
1 NICOR GAS	GAS BILL	142.22
	<b>INVOICES TOTAL:</b>	<b>669.27</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	BOB ALLEN RETIREMENT PARTY	119.56
	<b>INVOICES TOTAL:</b>	<b>119.56</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 2/6/2024**

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	62.48
<b>INVOICES TOTAL:</b>		<b>62.48</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	LINKED IN SUBSCRIPTION RENEWAL	239.88
<b>INVOICES TOTAL:</b>		<b>239.88</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CLOUD SERVICES	1.43
<b>INVOICES TOTAL:</b>		<b>1.43</b>

20,941.42

**7000-POLICE PENSION EXPENDITURES**

**523001-PERSONNEL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INSPE ASSOCIATES LLC	PATIENT EXAM - SELMANI	2,400.00
1 INSPE ASSOCIATES LLC	PATIENT EXAM - SHEAHAN	900.00
<b>INVOICES TOTAL:</b>		<b>3,300.00</b>

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REIMER DOBROVOLNY & LABARDI PC	LEGAL SERVICES	2,927.07
1 REIMER DOBROVOLNY & LABARDI PC	LEGAL SERVICES	1,944.39
1 REIMER DOBROVOLNY & LABARDI PC	LEGAL SERVICES	2,145.50
<b>INVOICES TOTAL:</b>		<b>7,016.96</b>

10,316.96

**900000-POOLED CASH & INVESTMENT FUND**

**100028-POSTAGE MACHINE**

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

5,000.00

**GRAND TOTAL: 2,296,325.17**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
**INVOICES DUE ON/BEFORE 2/6/2024**

GENERAL FUND	1,264,774.53
DEBT SERVICE FUND	318.00
BREWSTER CREEK TIF MUN ACCT	197.79
WATER FUND	210,363.82
SEWER FUND	762,265.75
PARKING FUND	1,551.50
GOLF FUND	20,595.40
CENTRAL SERVICES FUND	20,941.42
POLICE PENSION FUND	10,316.96
POOLED CASH & INVESTMENT FUND	5,000.00
<b>GRAND TOTAL</b>	<b>2,296,325.17</b>

\*\* Indicates pre-issue check.

## A PROCLAMATION RECOGNIZING POLICE OFFICER JAMES ZEFO UPON HIS RETIREMENT FROM THE VILLAGE OF BARTLETT

**WHEREAS**, Officer James Zefo was sworn in as a Bartlett Police Officer on April 16, 1996; and

**WHEREAS**, for 28 years of dedicated service, James served in many roles at the police department, including Patrol Officer, Elderly Services Officer, and Juvenile Officer; and

**WHEREAS**, James participated in many supporting capacities within the department throughout his career, including a Crash Investigator and Hostage Negotiator; and

**WHEREAS**, the Village is forever proud of James' many accolades and awards during his career, which include: 1 Life Saving Award, 1 Blue Knight Award, 8 Employee of the Month Awards, 4 Unit Shift Citations, and MADD's (Mothers Against Drunk Driving) Hero; and

**WHEREAS**, most notably over his 28 years of service, James identified and arrested over 500 motorists who were operating their vehicles while intoxicated, which directly affected the overall safety of other motorists traveling within the Village; and

**NOW, THEREFORE**, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, offer our sincere gratitude to Officer James Zefo for his 28 years of service to the Bartlett community. His extraordinary service and dedication to the police department, and the Village of Bartlett has positively impacted on many lives throughout his career, and we wish you a retirement filled with good health and much happiness.

Dated this 6th Day of February 2024



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Kevin Wallace, Village President

**VILLAGE OF BARTLETT PROCLAMATION**  
**Day of Friendship and Democracy between the Village of Bartlett and**  
**Miaoli City, Taiwan**

**WHEREAS**, the Sister City Program, initiated by President Dwight D. Eisenhower in 1956, fosters enduring friendship and understanding between nations; and

**WHEREAS**, the Village of Bartlett and Miaoli City established a sister city relationship in 2010, cultivating cultural exchange, mutual respect, and lasting peace; and

**WHEREAS**, the presidential election held in Taiwan on January 13, 2024, signifies its unwavering commitment to democratic values amid external challenges, embodying the resilience of its 23.5 million people; and

**WHEREAS**, we share with the Taiwanese people a democratic way of life, free elections, and belief in protecting democracy and human rights & freedom; and

**WHEREAS**, the Village of Bartlett expresses sincere gratitude for the unwavering support from like-minded partners, emphasizing the shared values that bind our communities together; and

**WHEREAS**, through over a decade of vibrant cultural exchanges, art exhibitions, and gift sharing, the Village of Bartlett and Miaoli City have forged a unique bond, transcending geographical distances; and

**NOW, THEREFORE**, I, Kevin Wallace, President of the Village of Bartlett, hereby Proclaim February 6, 2024, as a Day of Friendship and Democracy between the Village of Bartlett and Miaoli City, Taiwan.

Dated this 6<sup>th</sup> Day of February 2024



\_\_\_\_\_  
Kevin Wallace, Village President



# Agenda Item Executive Summary

AGENDA ITEM: Liquor License Code Amendments BOARD OR COMMITTEE: Board

## BUDGET IMPACT

Amount \$0 Budgeted \$0

Fund: Corresponding Activity Measure: N/A

## EXECUTIVE SUMMARY

The proposed ordinance aims to regulate video gaming cafes and gaming within the village by introducing two additional add-on liquor licenses with a \$25 fee each. Class V licenses are for restaurants with gaming terminals incidental to the operation, while Class VC licenses are tailored for video gaming cafes with gaming as a primary focus. The ordinance includes criteria such as video gaming revenue, presence of a commercial kitchen, seating, food service, size requirements, and distancing restrictions. The total licenses are limited to 10 for Class V and 12 for Class VC, allowing existing businesses with gaming to be grandfathered in. The ordinance provides flexibility for the village board to approve liquor licenses for businesses without concerns about video gaming expansion, while also allowing the approval of add-on licenses for specific businesses interested in gaming.

## ATTACHMENTS (PLEASE LIST)

- Memo
- Chart of Businesses
- Map
- Ordinance

## RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine  Complex

Long Term (3-5 Years): Routine  Complex

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I MOVE TO APPROVE ORDINANCE 2024-\_\_\_\_AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE REGARDING LIQUOR LICENSES FOR VIDEO GAMING ESTABLISHMENTS

Staff: Samuel Hughes, Sr. Management Analyst

Date: January 31, 2024

# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Sr. Management Analyst  
**Date:** January 30, 2024  
**Re:** Liquor License Code Amendments

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At the November 7th Committee of the Whole meeting, staff presented options for regulating video gaming cafes and gaming within the village. Staff was tasked with formulating an ordinance that included a distancing requirement between video gaming cafes and the introduction of add-on liquor licenses for businesses that currently have or will apply for video gaming. Subsequently, a definition of a video gaming café was crafted.

The ordinance before you seeks to amend the liquor code by introducing two additional add-on liquor licenses, each carrying a fee of \$25, aligning with our existing OS add-on liquor license for outdoor service. The first license, categorized as Class V, permits restaurants holding Class A, A ext., B, F, or Q liquor licenses to operate video gaming terminals. The second add-on license, Class VC, is tailored for video gaming cafes, limited to a Class A or B license. The table below outlines the primary factors on how restaurants and gaming cafes will be categorized going forward. Some of our current establishments that will apply for a Class VC do not comply with the new rules set forth in the ordinance, but they will be grandfathered in as they currently stand.

<b>Criteria</b>	<b>Class V (restaurant)</b>	<b>Class VC (café)</b>
Video gaming is:	Incidental to food	A primary or major focus
Video gaming revenue:	Less than 30% of total revenue	More than 30% of total revenue
Is there a commercial kitchen:	Yes	No
Seating minimum:	12 customer seats for each gaming terminal	4 customer seats for each gaming terminal
Food Service:	Full service, minimum of 15 food items	Some food must be served
Size requirement:	No specific requirement, seating is qualifying factor	Minimum 1,500 Sqft. space
Distance requirement:	No distance requirement	Minimum 1,500 feet from entrance to entrance of any other gaming café.

This ordinance limits the Class V licenses to 10 and Class VC licenses to 12. Moreover, if a business has its gaming license revoked, the add-on license will be automatically revoked as well. Building on this concept, an amendment on page 7 automates a process we already perform. The ordinance proposes an automatic reduction in available licenses if a license is terminated or not renewed. This eliminates the current process where available liquor licenses remain on the books until a reduction ordinance is drafted and brought to the board for approval.

If approved, this ordinance provides the village board with the flexibility to approve a liquor license for a business without concerns about the expansion of video gaming. However, if the board wishes to permit gaming for a specific business, an add-on license can be approved. In the case of a Class VC license application, staff recommends a pre-approval meeting between the applicant, staff, and the liquor commissioner to review the concept and assess interest in expanding the number of VC licenses before seeking board approval.

For your reference, attached is a map displaying the 1,500' bubbles for gaming cafes and a chart detailing businesses that currently have video gaming and how they will be categorized between the Class V and VC license.

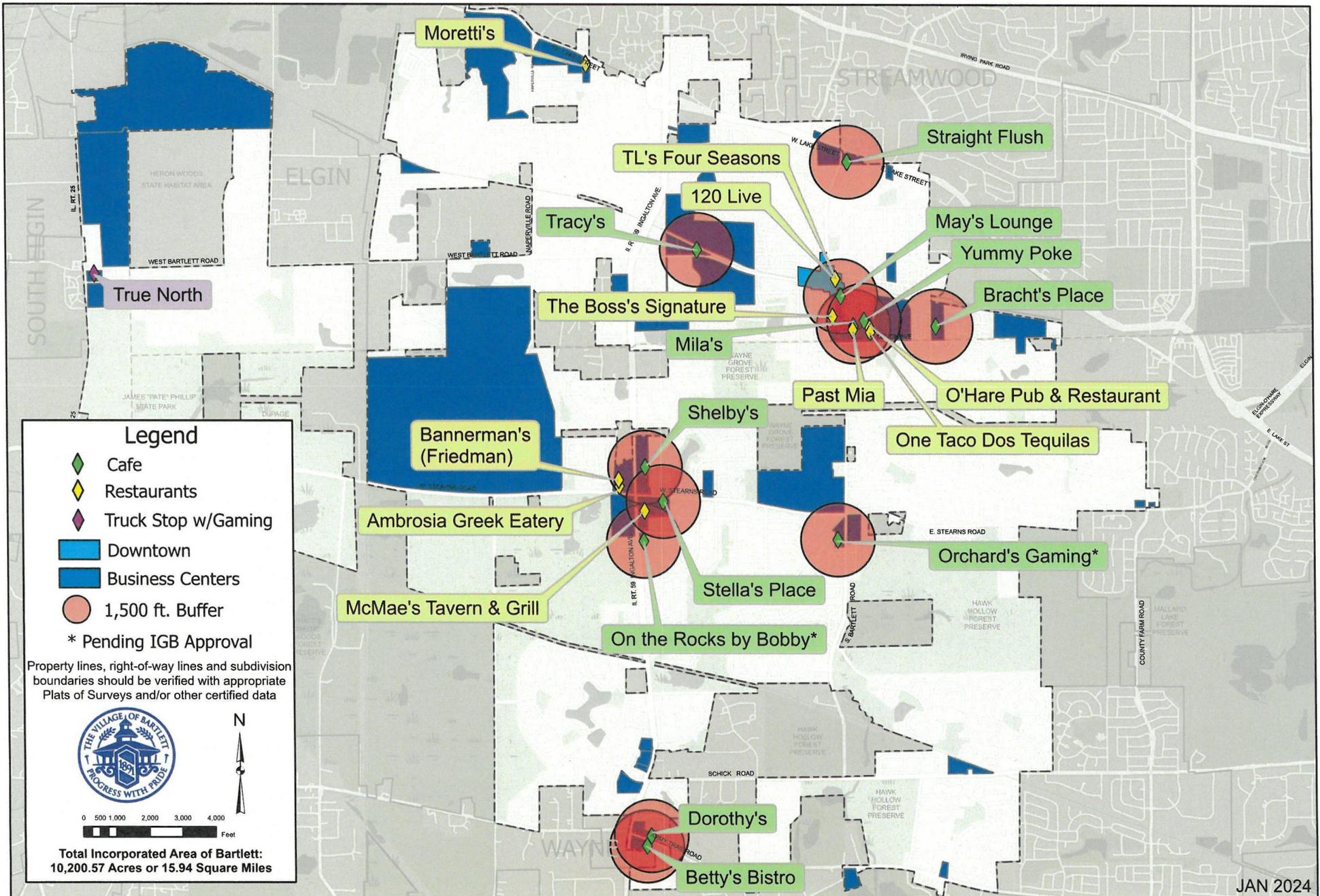
MOTION:

ORDINANCE 2024-\_\_\_\_AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE  
REGARDING LIQUOR LICENSES FOR VIDEO GAMING ESTABLISHMENTS

	Establishment Name	Address	Liquor License Class	Alcohol Served	Primary Advertised Use	Seating Capacity	Commercial Kitchen w/hood	Food Order Location	Square Footage
<b>Suggested Businesses for a Class V</b>									
1.	120 Live	120 W Bartlett Ave	A	Full Service	Restaurant/Bar	55	Yes	Table	3300
2.	Bannerman's (Friedman)	858 S IL Route 59	A	Full Service	Restaurant/Bar	200	Yes	Table	12500
3.	McMae's Tavern and Grill	913 S IL Route 59	A	Full Service	Restaurant/Bar	60	Yes	Table	2800
4.	Moretti's	1175 W Lake Street	A	Full Service	Restaurant/Bar	300	Yes	Table	22000
5.	O'Hare Pub and Restaurant	391 Bartlett Plaza	A	Full Service	Restaurant/Bar	120	Yes	Table	5000
6.	One Taco Dos Tequila	274 E Devon Ave	A	Full Service	Restaurant/Bar	200	Yes	Table	3700
7.	Pasta Mia	116 Bartlett Plaza	A	Full Service	Restaurant/Bar	85	Yes	Table	3800
8.	TL's Four Seasons	110 W Bartlett Ave	A	Full Service	Restaurant/Bar	95	Yes	Table	4200
9.	The Boss's Signature	326 S Main St	F	Full Service	Restaurant/Bar	90	Yes	Table	2400
10.	Ambrosia Greek Eatery	892 S IL Route 59	B	Beer/Wine Only	Restaurant/Bar	85	Yes	Counter	2750
<b>Suggested Businesses for a Class VC</b>									
1.	Bracht's Place	363 S Prospect Ave	A	Full Service	Restaurant/Bar	50	No	Bar/Counter	2700
2.	Betty's Bistro	1075 W Army Trail	B	Beer/Wine Only	Video Gaming	15	No	Counter	1500
3.	Dorothy's	1060 W Army Trail Rd	B	Beer/Wine Only	Video Gaming	24	No	Counter	1600
4.	May's Lounge	211 S Main Street	B	Beer/Wine Only	Video Gaming	17	No	Counter	1500
5.	Mila's	128 Bartlett Plaza	B	Beer/Wine Only	Video Gaming	13	No	Counter	1250
6.	On the Rocks by Bobby*	997 S IL Route 59	A	Full Service	Restaurant/Bar	40	Yes	Table	3300
7.	Orchards Gaming*	978 S. Bartlett Rd.	B	Beer/Wine Only	Video Gaming	18	No	Counter	1200
8.	Shelby's	801 S IL Route 59	B	Beer/Wine Only	Video Gaming	36	No	Counter	2500
9.	Stella's Place	1015 W Stearns Road	B	Beer/Wine Only	Video Gaming	28	No	Counter	1330
10.	Straight Flush	143 E Lake Street	B	Beer/Wine Only	Video Gaming	35	No	Bar/Counter	2300
11.	Tracy's	778 W Bartlett Road	A	Beer/Wine Only	Video Gaming	50	Yes	Counter	1400
12.	Yummy Poke	164 Bartlett Plaza	B	Beer/Wine Only	Restaurant/Bar	12	No	Counter	1200

\*Pending IGB Approval

# Village of Bartlett, Illinois Establishments with Video Gaming



ORDINANCE 2024 - \_\_\_\_\_

**AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE REGARDING LIQUOR LICENSES FOR VIDEO GAMING ESTABLISHMENTS**

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

**WHEREAS**, pursuant to the Illinois Liquor Control Act of 1934, the Village has the power by general ordinance or resolution to determine the number, kind, and classification of licenses, for the sale of alcoholic liquor not inconsistent with the Liquor Control Act, and to establish such further regulations and restrictions upon the issuance of and operations under local licenses not inconsistent with law as the public good and convenience may require, 235 ILCS 5/4-1, *et seq.*; and

**WHEREAS**, in 2009, the Illinois General Assembly passed the Video Gaming Act, 230 ILCS 40/1, *et seq.* (the "Video Gaming Act") permitting video gaming, generally, in establishments that have a valid liquor license; and

**WHEREAS**, the Village finds it in the public interest to establish new liquor license classifications to govern video gaming in licensed establishments within the Village.

**NOW, THEREFORE, BE IT ORDAINED** by the Village Board of Trustees of the Village of Bartlett, DuPage, Kane, and Cook 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 Ordinance as if fully set forth in this Section 1.

**SECTION 2. Amendment to Section 3-1-1 of the Village Code.** That Section 3-1-1, "Purpose; License Required; Fees; Special Regulations," of Chapter 1, "Licenses," of Title 3, "Business License Regulations," of the Bartlett Municipal Code, as follows (additions in **bold and underline**, deletions in **~~bold and strikethrough~~**):

**"3-1-1: PURPOSE; LICENSE REQUIRED; FEES; SPECIAL REGULATIONS:**

A. Because each commercial establishment located in the Village is a basic part of and affects the physical and economic well being of the Village necessitating services from the Village in the form of building, health and police inspections and other services, and fire inspections by the Bartlett Fire protection District, such commercial establishments shall in all respects be in full compliance with the provisions contained in this title. This title is

designed to provide for the means whereby the Village may render the necessary inspections and services to commercial establishments and commercial activities in order to promote, protect, and safeguard the public health, safety, and welfare of the residents and consumers of the Village and to enable the effecting of an accurate record of commercial establishments located and carrying on commercial activities or commerce within the Village.

[ . . . ]

E. No person shall engage in or conduct the usual operations of any of the businesses, trades, or occupations specified in column I of this subsection without first obtaining a license therefor and paying the annual or per event license fee therefor specified in column II of this subsection. Each licensee shall comply with any special regulations in this chapter applicable to his, her or its business, trade or occupation, including without limitation, those sections of this chapter referenced in column ~~II~~ III of this subsection:

I Business, Trade Or Occupation	II License Fee	III Special Regulations In This Title
Amusements:		
[ . . . ]		
Liquor Sales:		Chapter 3
[ . . . ]		
Class OS	\$25.00 per year	
<b>Class V</b>	<b><u>\$25.00 per year</u></b>	
<b>Class VC</b>	<b><u>\$25.00 per year</u></b>	

**SECTION 3. Amendment to Section 3-1-2 of the Village Code.** That Section 3-1-2, "Definitions and Rules of Construction," of Chapter 1, "Licenses," of Title 3, "Business License Regulations," of the Bartlett Municipal Code be amended, as follows (additions in **bold and underline**, deletions in ~~**bold and strikethrough**~~):

**"3-1-2: DEFINITIONS AND RULES OF CONSTRUCTION:**

The following words and terms shall have the meanings set forth, except where otherwise specifically indicated. Words and terms not defined shall have the meanings indicated by common dictionary definition.

[ . . . ]

TRAILER COACH PARK: See Chapter 27 of this title.

**VIDEO GAMING CAFE: See Chapter 31 of this title.**

The term "person" as used in this chapter shall include sole proprietorships, partnerships, joint ventures, corporations, limited liability companies, trusts, and all other business associations, firms or entities.

The masculine pronoun shall be construed to include the feminine and the neuter, and the singular pronoun shall be construed to include the plural."

**SECTION 4. Amendment to Section 3-3-2 of the Village Code.** That subsection 3-3-2-21 be added and entitled "Class V," to Section 3-3-2, "License Classifications; Hours, Fees, Number Issued," of Chapter 3, "The Bartlett Liquor Control Ordinance," of Title 3, "Business License Regulations" of the Bartlett Municipal Code, as follows (additions in **bold and underline**, deletions in ~~**bold and strikethrough**~~):

**3-3-2-21: CLASS V:**

**A Class V license shall entitle the holder of a valid Class A, Class A Extended, Class B, Class F, or Class Q liquor license to operate video gaming terminals upon the licensed premises subject to the following conditions:**

- A. The Class V license shall be considered an add on license to a valid Class A, A Extended, B, F, or Q liquor license. The term and validity of the V license shall be coterminous with the prerequisite Class A, A Extended, B, F, or Q liquor license and shall be subject to all other terms of the prerequisite license, and the additional conditions specified in this subsection.**
- B. Annual License Fees: See section 3-1-1 of this title.**
- C. Number Issued: The number of Class V liquor licenses shall be limited to 10.**
- D. Any revocation or denial of the video gaming terminal operator's license of a Class V license holder will constitute an automatic revocation of the Class V license.**
- E. A Class V licensee must comply with the provisions of the Illinois Video Gaming Act, 230 ILCS 40/1, et seq., all rules, regulations, and restrictions imposed by the Illinois Gaming Board, and the provisions of Chapter 31 of this title.**
- F. Video gaming terminals shall be located in an area that is restricted to persons over 21 years of age. No licensee shall permit any person under the age of 21 years to use any video gaming terminal.**

- G. Video gaming cafes may not operate under a Class V license. The primary or major focus of a Class V establishment shall be the service of alcohol and food, and video gaming must be incidental to the service of alcohol and food.
- H. A Class V licensee shall provide a full-service food menu which shall include a variety of non-alcoholic beverages and a minimum of 15 food items, hot and cold, which shall be prepared in a kitchen or food preparation area. A menu of all food offerings must be submitted as part of the license application and will be subject to approval by the Bartlett Liquor Commissioner.
- I. A Class V licensee must provide food and beverage service to a patron's table by wait staff or servers.
- J. A Class V licensee must have at least twelve (12) customer seats for every one (1) video gaming terminal within the Class V establishment.
- K. A Class V licensee may be subject to annual audits by the Village to confirm that no more than thirty percent (30%) of the Class V establishment's gross revenue is derived from video gaming. When requested by the Village, a Class V licensee must provide documentation such as audited financial statements, tax return information, or other evidence deemed acceptable by the Village to verify compliance with the thirty percent (30%) gross revenue threshold."

**SECTION 5. Amendment to Section 3-3-2 of the Village Code.** That subsection 3-3-2-22 be added and entitled "Class VC," to Section 3-3-2, "License Classifications; Hours, Fees, Number Issued," of Chapter 3, "The Bartlett Liquor Control Ordinance," of Title 3, "Business License Regulations" of the Bartlett Municipal Code, as follows (additions in **bold and underline**, deletions in **~~bold and strikethrough~~**):

**3-3-2-21: CLASS VC:**

**A Class VC license shall entitle the holder of a valid Class A or Class B liquor license to operate video gaming terminals as a video gaming cafe upon the licensed premises subject to the following conditions:**

- A. The Class VC license shall be considered an add on license to a valid Class A or Class B liquor license. The term and validity of the VC license shall be coterminous with the prerequisite Class A or Class B liquor license and shall be subject to all other terms of the prerequisite license, and the additional conditionals as specified in this subsection.**

- B. On and after May 1, 2024, A Class VC licensed premises must be at least 1,500 square feet in size.
- C. On and after May 1, 2024. a Class VC licensee must have at least four (4) customer seats for every one (1) video gaming terminal within the Class VC establishment.
- D. A Class VC licensee must serve food.
- E. On and after May 1, 2024, no new Class VC license will be issued to an establishment that is located within 1,500 feet, as measured from main entrance to main entrance, from any other VC licensed establishment.
- F. Annual License Fees: See section 3-1-1 of this title.
- G. Number Issued: The number of Class VC liquor licenses shall be limited to 12.
- H. Any revocation or denial of the video gaming terminal operator's license of a Class VC license holder will constitute an automatic revocation of the Class VC license.
- I. Every establishment issued a Class VC license to operate video gaming shall comply with the provisions of the Illinois Video Gaming Act, 230 ILCS 40/1, et seq., all rules, regulations, and restrictions imposed by the Illinois Gaming Board, and the provisions of Chapter 31 of this title.
- J. Video gaming shall be located in an area that is restricted to persons over 21 years of age. No licensee shall permit any person under the age of 21 years to use any video gaming terminal."

**SECTION 6. Amendment to Section 3-3-4 of the Village Code.** That Section 3-3-4, "Application for Initial License for Renewal of Existing License; Contents," of Chapter 3, "The Bartlett Liquor Control Ordinance," of Title 3, "Business License Regulations" of the Bartlett Municipal Code be amended, as follows (additions in **bold and underline**, deletions in **~~bold and strikethrough~~**):

**"APPLICATION FOR INITIAL LICENSE OR RENEWAL OF EXISTING LICENSE; CONTENTS:**

Application for an initial license or renewal of an existing license required by this chapter shall be made to the Local Liquor Commissioner on forms provided and submitted to the Villag Clerk. Such application shall be made

in writing and shall be signed by the applicant, if an individual, or, if a club or corporation, by a duly authorized agent thereof, verified by oath or affidavit, and shall contain the following information, statements and certifications:

[ . . . ]

N. Each license application ~~for an initial liquor license at a premises where the applicant has stated the applicant will be applying for a video gaming a class V or class VC license or will be conducting video gaming~~ shall be accompanied by a set of floor and site plans prepared under the seal of an architect or engineer licensed to practice in the state. The plans shall show the dimensions of the premises, its location on and the dimensions of its site; the property lines and their relationship to the building and all parking areas located on the property; and the design and layout for determination of occupancy, including, but not limited to, exiting, seating, dining rooms, bars, game and waiting areas, proposed video gaming areas, and position of equipment and fixtures therein ~~whether or not an application for a video gaming license has or will be submitted~~. The plans shall show on the face thereof a written computation of proposed occupancy limits, parking requirements, total number of customer seats, total number of proposed video gaming terminals, and areas which will be reasonably necessary for loading and unloading. The requirements to submit floor and site plans shall not be applicable to liquor license applications ~~that do not state the applicant's intention to apply for a video gaming license that allow for the sale of alcoholic beverages and/or liquor on the premises for licenses other than a class V or class VC license~~ (except that a floor plan shall be required for a class F license) ~~and shall not be required for liquor license renewals~~. The layout of a licensed premises, as depicted on the floor plan submitted with the initial class V or class VC liquor license application ~~that states an intention to apply for video gaming filed with the village~~ after the effective date hereof, may not be substantially changed without submission of a new set of plans and approval by the local liquor control commissioner. ~~The requirements of this subsection shall not apply to any applicant seeking a class C, C extended, G, H, J, K, L, or M license.~~

**SECTION 7. Amendment to Section 3-3-2 of the Village Code.** That Section 3-3-2, "License Classifications; Hours, Fees, Number Issued:" of Chapter 3, "The Bartlett Liquor Control Ordinance," of Title 3, "Business License Regulations" of the Bartlett Municipal Code be amended, as follows (additions in bold and underline, deletions in ~~bold and strikethrough~~):

**"3-3-2: LICENSE CLASSIFICATIONS; HOURS, FEES, NUMBER ISSUED:**

Licenses issued by the Local Liquor Control Commissioner of the Village shall be of the following classes, number, and subject to the following hours and fees. In the event any one of the licenses authorized for herein shall lapse, be revoked, or is terminated in any manner, the authorized number of licenses issued in that classification shall be automatically reduced accordingly without further action by the village board."

**SECTION 8. Amendment to Section 3-31-1 of the Village Code.** That Section 3-31-1, "Definitions," of Chapter 31, "Local Video Gaming Licenses," of Title 3, "Business License Regulations," of the Bartlett Municipal Code be amended, as follows (additions in **bold and underline**, deletions in ~~**bold and strikethrough**~~):

**"3-31-1: DEFINITIONS:**

<p>LICENSED ESTABLISHMENTS:</p>	<p>For purposes of this chapter, "licensed establishment" means any licensed retail establishment where alcoholic liquor is drawn, poured, mixed or otherwise served for consumption on the premises and for which: (1) a State of Illinois liquor license has been issued by the Illinois Liquor Commission; and (2) <del>a class A, A Extended, B, F, I, or N</del> <b><u>a class V or VC</u></b> liquor license has been issued by the Bartlett Liquor Control Commissioner to sell and offer for sale at retail on the licensed establishment premises alcoholic liquor for the use or consumption on said premises, and has been issued to an entity or individual owning, leasing and/or operating said licensed establishment premises. Licensed establishment does not include a facility operated by an organization licensee, an intertrack wagering licensee, or an intertrack wagering location licensee licensed under the Illinois Horse Racing Act of 1975 [230 ILCS 5] or a riverboat or casino licensed under the Illinois Gambling Act [230 ILCS 10].</p>
<p>LICENSED TRUCK STOP ESTABLISHMENT:</p>	<p>For purposes of this chapter, "licensed truck stop establishment" means a facility: (i) that is at least a three (3) acre facility with a convenience store; (ii) with separate diesel islands for fueling motor vehicles; (iii) that sells at retail more than ten thousand (10,000) gallons of diesel or biodiesel fuel per month; (iv) with parking spaces for commercial motor vehicles; and (v) has been issued a truck stop establishment license by the Illinois Gaming Board. "Commercial motor vehicles" has the same meaning as defined in Section 18b-101 of the Illinois Vehicle Code. The requirement of item (iii) of this definition may be met by</p>

	showing that estimated future sales or last sales average of at least ten thousand (10,000) gallons per month, or furnishing the Village Administrator with a copy of the truck stop license issued to the applicant by the Illinois Gaming Board.
TERMINAL OPERATOR:	For purposes of this Chapter "terminal operator" means an individual, partnership, corporation or limited liability company that is licensed under the Act that owns, services, and maintains video gaming terminals for placement in licensed establishments, licensed truck stop establishments, licensed fraternal establishments or licensed veterans establishments.
<b><u>VIDEO GAMING CAFE:</u></b>	<b><u>"Video gaming cafe" means an establishment whose primary or a major focus is video gaming, and the service of alcohol and food is secondary to the video gaming operation. In determining whether an establishment is a "video gaming café," the Village will consider the following criteria: (i) whether the establishment is substantially oriented towards the availability of video gaming to the public; (ii) whether a majority of the staff is assigned to monitor and operate video gaming activity; (iii) whether the establishment has no commercial kitchen separate from a dining room with dining room equipment; (iv) whether video gaming comprises at least thirty percent (30%) of the establishment's revenue; and (v) whether the establishment is marketed toward customers as a place to engage in video gaming.</u></b>
VIDEO GAMING TERMINAL:	For purposes of this chapter, "video gaming terminal" shall have the same meaning as set forth in the Video Gaming Act.

**SECTION 9. Amendment to Section 3-31-3 of the Village Code.** That Section 3-31-1, entitled "Village License Displayed and State Licenses Required for Licensed Establishments," of Chapter 31, "Local Video Gaming Licenses," of Title 3, "Business License Regulations," of the Bartlett Municipal Code be amended, as follows (additions in **bold and underline**, deletions in ~~**bold and strikethrough**~~):

**“3-31-3: VILLAGE LICENSE DISPLAYED AND STATE LICENSES REQUIRED FOR LICENSED ESTABLISHMENTS:**

No person or entity shall keep or display for operating or patronage by the public within any licensed establishment premises within this Village any video gaming terminal without having first obtained a written license therefor from the Village Administrator, which license shall be framed and hung in

plain view in a conspicuous place on the licensed premises, and such posted license may include more than one (1) device on such licensed premises. It shall be a prerequisite to any such video gaming terminal license issued by the Village to any licensed establishment that such person or entity keeping the video gaming terminal have in place the following licenses:

[ . . . ]

C. A valid **Class V or Class VC** liquor license for service of alcoholic liquor while operating video gaming terminals on the premises issued by the Bartlett Liquor Control Commissioner. **It shall be unlawful for any person or entity to operate video gaming terminals in any establishment that does not have a valid Class V or Class VC liquor license, excluding licensed truck stop establishments.**

The revocation, loss or suspension of either such license set forth in sections A, B, or C of this section shall automatically result in the same status for the Village video gaming terminal license issued hereunder, without refund of any license fee.”

**SECTION 10. 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 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.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2024- \_\_\_\_\_ enacted on February 6, 2024, and approved on February 6, 2024, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk



# Agenda Item Executive Summary

AGENDA ITEM: Computer Replacement Program Purchase \_\_\_\_\_ BOARD OR COMMITTEE: Board \_\_\_\_\_

## BUDGET IMPACT

Amount	\$43,000	Budgeted	\$48,000
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Fund: Equipment Replacement Fund	Corresponding Activity Measure:
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## EXECUTIVE SUMMARY

As part of our ongoing computer replacement program, we are seeking to purchase 40 desktop computers from Dell through the State of Illinois and Midwest Higher Education Compact.

## ATTACHMENTS (PLEASE LIST)

Memo

## RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal:   N/A  

Short Term (1-3 Years): Routine  Complex

Long Term (3-5 Years): Routine  Complex

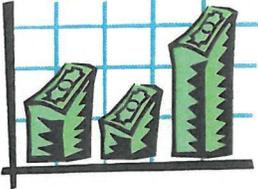
## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION:** I move to approve the purchase of 40 desktop computers from Dell through the Midwest Higher Education Compact Bid obtained by the State of Illinois in an amount not to exceed \$43,00.00.

Staff: Chris Hostetler, IT Coordinator

Date: January 25, 2024



## Village of Bartlett Finance Department Memo 23-29

**DATE:** January 25, 2024  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Chris Hostetler, IT Coordinator  
**SUBJECT:** Computer Replacement Program Purchase

The 2023-2024 fiscal year budget contains \$48,000 for the purchase of desktop and laptop computers to replace some of the Village's oldest, least powerful, computers. All of the computers being replaced are at least 4 years old. The Village had been on a 3-year replacement cycle until 2012 when the annual purchase was deferred. Since then, the Village has been on a 4-year replacement cycle.

Computer manufacturers are, for the most part, unwilling to respond to bids or even RFP's unless you are a state government or very large city. Rather, most allow you to purchase under an existing government pricing program. All of the manufacturers have set up sections of their company to deal just with state and local governments and offer pricing accordingly. The Village of Bartlett is fortunate enough to be able to take advantage of joint purchasing through the State of Illinois and the Midwest Higher Education Compact (MHEC). The State of Illinois Joint Purchasing Act permits local governments to participate in these joint purchasing opportunities without repeating the bidding process.

The Village has standardized on business desktop computers from Dell Since 2001. Dell has consistently offered an excellent product and their support is superior to other manufacturers. Support and quick replacement of parts is very important for minimizing the impact of hardware failures on employees.

Dell desktop computers are available through joint purchase with Midwest Higher Education Compact. The Midwest Higher Education Compact is a compact of twelve states, including Illinois, whose mission includes cost savings for members through joint purchasing.

Staff recommends the purchase of 40 desktop computers from Dell for a total amount not to exceed \$43,000.

**MOTION:**  
To approve the purchase of 40 desktop computers from Dell through the Midwest Higher Education Compact Bid obtained by the State of Illinois in an amount not to exceed \$43,000.



# Agenda Item Executive Summary

AGENDA ITEM: Surplus Property Auction \_\_\_\_\_ BOARD OR COMMITTEE: Board \_\_\_\_\_

## BUDGET IMPACT

<b>Amount</b>	N/A	<b>Budgeted</b>	N/A
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<b>Fund: Equipment Replacement Fund</b>	<b>Corresponding Activity Measure:</b>
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## EXECUTIVE SUMMARY

The Finance and Police Departments wish to dispose of surplus items of the Village through internet auction. The surplus property is to be auctioned by Obenauf Auction Services. As part of their service, Obenauf identifies potential bidders who may be interested in the type of equipment the department wishes to sell. The Village has utilized Obenauf in prior years and the service they provide has proven to be a very effective method for disposal of the Village's surplus property.

Attached is an ordinance authorizing the sale of surplus property through Internet auction as well as a list of all surplus property to be sold.

## ATTACHMENTS (PLEASE LIST)

Memo, Ordinance, Property List

### RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal:   N/A  

Short Term (1-3 Years): Routine  Complex

Long Term (3-5 Years): Routine  Complex

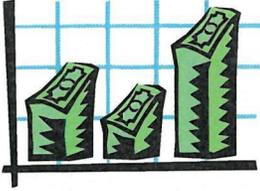
## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION:** To approve ordinance # 2024- , an ordinance authorizing the sale by internet auction of surplus property owned by the Village of Bartlett.

Staff: Chris Hostetler, IT Coordinator

Date: January 25, 2024



## Village of Bartlett Finance Department Memo 23-30

**DATE:** January 25, 2024  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Chris Hostetler, IT Coordinator  
**SUBJECT:** Surplus Property Auction

The Finance and Police Departments wish to dispose of surplus items and personal property of the Village through internet auction. The surplus property is to be auctioned by Obenauf Auction Services. As part of their service, Obenauf identifies potential bidders who may be interested in the type of equipment the departments wish to sell. The Village has utilized Obenauf in prior years and the service they provide has proven to be a very effective method for disposal of the Village's surplus property.

Attached is an ordinance authorizing the sale of surplus property through internet auction as well as a list of all surplus property to be sold.

**MOTION:**  
To approve ordinance # 2024- , an ordinance authorizing the sale by internet auction of surplus property owned by the Village of Bartlett.

**ORDINANCE 2024-**

**AN ORDINANCE AUTHORIZING THE SALE BY INTERNET  
AUCTION OF SURPLUS PERSONAL PROPERTY  
OWNED BY THE VILLAGE OF BARTLETT**

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**WHEREAS**, the Illinois Municipal Code requires the adoption of an ordinance passed by a simple majority of the corporate authorities then holding office declaring personal property that the Village of Bartlett (the “Village”) desires to sell “no longer necessary or useful to or for the best interest of” the Village, and that transfer of said personal property be set in any manner that the corporate authorities may designate with or without advertising the sale (65 ILCS 5/11-76-4); and

**WHEREAS**, staff has recommended that the Corporate Authorities authorize the sale of the surplus equipment described on Attachment A, a copy of which is attached hereto and incorporated herein (the “Surplus Equipment”), as it is no longer necessary or useful or for the best interest of the Village, through the Obenauf Auction Service Incorporated on-line auction site to the respective highest bidders bidding on the purchase of the Surplus Equipment;

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

**SECTION ONE:** Pursuant to Section 11-76-4 of the Illinois Municipal Code, the President and Board of Trustees of the Village (the “Board”) hereby find and declare that the Equipment, defined in the recitals herein and listed on Exhibit A is no longer necessary or useful to or for the best interest of the Village.

**SECTION TWO:** Pursuant to said Section 11-76-4 and the Village's home rule authority, the Board authorizes the Village Administrator, or her designee, to sell the Surplus Equipment through the Obenauf Auction Services Incorporated on-line auction site to the respective highest bidders.

**SECTION THREE:** The Village Administrator and the Assistant Village Administrator, or either of them, are each hereby authorized and directed to sign documents as may be necessary to transfer ownership of the Surplus Equipment as provided herein upon receipt of the proceeds of the sale.

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

**SECTION FIVE: 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 from and after its passage, by a vote of majority of the corporate authorities and approval in the manner provided by law.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** February 6, 2024

**APPROVED:** February 6, 2024

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Kevin Wallace, Village President

**ATTEST:**

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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 Ordinance 2024- enacted on February 6, 2024, approved on February 6, 2024 as the same appears from the official records of the Village of Bartlett.

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Lorna Giles, Village Clerk

ATTACHMENT A - SURPLUS PROPERTY LIST

Type	MFG	Model	Serial Number
Desktop	Dell	OPTIPLEX 7040 SMALL FORM FACTOR	B010182
Desktop	Dell	OPTIPLEX 7040 SMALL FORM FACTOR	9P52FB2
Desktop	Dell	OPTIPLEX 7040 SMALL FORM FACTOR	9ZSY082
Desktop	Dell	OPTIPLEX 7040 SMALL FORM FACTOR	9ZZX082
Desktop	Dell	OPTIPLEX 7040 SMALL FORM FACTOR	9ZXX082
Desktop	Dell	OPTIPLEX 7040 SMALL FORM FACTOR	9ZTY082
Desktop	Dell	OPTIPLEX 7040 SMALL FORM FACTOR	B000182
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXQ88M2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXQ98M2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXQB8M2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXQC8M2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXQD8M2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXQF8M2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXR88M2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXR98M2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXRC8M2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXRF8M2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXS88M2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXS98M2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXSB8M2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXSC8M2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXSD8M2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXSF8M2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXT88M2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXT98M2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXTB8M2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXTC8M2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXTD8M2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXTF8M2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXV88M2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXVB8M2
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Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXW88M2
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Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXWC8M2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXWD8M2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXWF8M2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXX88M2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	BXXB8M2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	CTRCCP2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	CTRBCP2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	CTRDCP2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	CTRFCP2

Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	DCD49N2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	DZ39XM2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	DZ3BXM2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	DZ45XM2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	DZ46XM2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	DZ47XM2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	DZ48XM2
Desktop	Dell	OPTIPLEX 7050 SMALL FORM FACTOR	DZ49XM2
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Desktop	Dell	OPTIPLEX 7050	2B920M2
Desktop	Dell	OPTIPLEX 7050	CS3B8M2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZPFZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZPGZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZPHZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZQ9ZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZQBZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZQCZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZQDZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZQFZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZQGZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZR9ZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZRBZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZRCZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZRDZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZRFZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZRGZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZS9ZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZSBZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZSCZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZSDZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZSFZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZT9ZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZTBZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZTCZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZTDZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZTFZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZTGZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZV9ZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZVBZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZVCZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZVDZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZVFZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	4ZVGZV2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	HFFT2W2
Desktop	Dell	OPTIPLEX 7060 SMALL FORM FACTOR	HFFV2W2
Laptop	Getac	S410	RH603S0339

Laptop	Getac	S410	RJ803S1787
Laptop	Getac	S410	RHA03S1657
Laptop	Getac	S410	RHA03S1672
Laptop	Getac	S410	RHA03S1658
Laptop	Getac	S410	RHA03S1652
Laptop	Getac	S410	RHA03S1669
Laptop	Getac	S410	RHA03S1670
Laptop	Getac	S410	RHA03S1662
Laptop	Getac	S410	RHA03S1671
Laptop	Getac	S410	RHA03S1666
Laptop	Getac	S410	RHA03S1654
Laptop	Getac	S410	RHA03S1656
Laptop	Getac	S410	RHA03S1653
Laptop	Getac	S410	RHA03S1650
Laptop	Getac	S410	RHA03S1665
Laptop	Getac	S410	RHA03S1659
Laptop	Getac	S410	RHA03S1663
Laptop	Getac	S410	RHA03S1649
Laptop	Getac	S410	RGC39S0966
Laptop	TOUGHBOOK	CF-54C4936CM	6BTSA48559
Laptop	TOUGHBOOK	CF-54C4936CM	6BTSA48455
Laptop	DELL	LATITUDE E5550	4NPRM32
Laptop	DELL	INSPIRON 17, 5749	86K5C32
Laptop	DELL	INSPIRON 3521 (INSPIRON 15)	4P7WPY1
Laptop	DELL	LATITUDE 5580	36TRHM2
Laptop	DELL	LATITUDE 5590	GB3ZMV2
Laptop	DELL	LATITUDE 7285 2-IN-1	GX8PXT2
Laptop	DELL	LATITUDE 7285 2-IN-1	C4VWXT2
Laptop	DELL	LATITUDE E5550/5550	4PKHQ72
Laptop	DELL	LATITUDE E5570	7SJW4H2
Laptop	DELL	LATITUDE 5580	D95SHM2
Laptop	DELL	LATITUDE 5580	8PZRHM2
Laptop	DELL	LATITUDE 5510	49JP893
Laptop	DELL	LATITUDE 5590	CVXYMV2
Laptop	DELL	LATITUDE 5289	7PXXJM2
Laptop	HP	HP SPECTRE X360 CONVERTIBLE 13-AE0XX	5CD8467XD0
Laptop	HP	HP SPECTRE X360 CONVERTIBLE 13-AE0XX	5CD8467XD1
Laptop	HP	PROBOOK 4720S	2CE1150H17
Laptop	HP	HP PROBOOK	2CE1150H18
Laptop	GATEWAY	GATEWAY T-1625	N1A8H1044857
Ipad	Apple	MODEL A1397	DLXGR48TDJHG
Ipad	Apple	MODEL A1458	DMPK807LFCYF
IPad	Apple	Model A1567	DLXPN4PYG5YK
IPad	Apple	MODEL A1584	DLXT70KJGMLG
IPad	Apple	MODEL A1584	DLXT80DEGMLG
IPad	Apple	MODEL A1584	DLXT70X2GMLG
IPad	Apple	MODEL A1584	DLXT60RKGMLG

IPad	Apple	MODEL A1584	DLXT70S8GMLG
IPad	Apple	MODEL A1584	DLXT809TGMLG
IPad	Apple	MODEL A1584	DLXT80B8GMLG
IPad	Apple	MODEL A1652	DLXQM6HUGW5
IPad	Apple	MODEL A1823	F9FTNSTTHLJJ
IPad	Apple	Model A1823	GCGW37TZHLJJ
Tablet	Getac	F110G3	RGC39F0262
Tablet	Microsoft	SURFACE PRO	31032550653
Tablet	Microsoft	SURFACE PRO	47279642853
Tablet	Microsoft	SURFACE PRO	81467245153
Tablet	Microsoft	SURFACE PRO	30846750653
Printer	HP PageWide	VCVRA-1502-01	CN83EHX12V
Printer	HP PageWide	VCVRA-1502-01	CN77GFJOHT
Printer	HP PageWide	VCVRA-1502-01	CN72FFX037
PRINTER	IP4500	IP4500	QC2-5977-DB02-01
PRINTER	HP	LASERJET P2055dn	CNB9P08604
PRINTER	HP	LASERJET PRO M404dn	PHBB120808
PRINTER	CANON	TS9120	QC5-4643-DB01-02
PRINTER	HP	HP LASERJET 4250TN	CNGZJ51591
PRINTER	BROTHER	PocketJet PJ-763	U64148J8Z301176
PRINTER	BROTHER	PocketJet PJ-763	U6414F7Z483664
PRINTER	BROTHER	PocketJet PJ-763	U64148J8Z300933
Copier	bizhub c658	bizhub c658	A79J013006581
Monitor	DELL	1707FPt	CN-0CC280-71618-62M-CAXX
Monitor	DELL	1707FPt	CN-0CC280-71618-62M-CADZ
Monitor	DELL	1707FPt	CN-0CC280-71618-62M-CAXY
Monitor	DELL	1909Wf	CN-FS-S11017001000-9C4-
Monitor	DELL	1909Wf	CN-FS-S11017001000-9C4-
Monitor	DELL	1909Wf	CN-FS-S11017001000-9C4-
Monitor	DELL	1909Wf	CN-FS-S11017001000-9C4-
Monitor	DELL	1909Wf	CN-FS-S11017001000-9C4-
Monitor	DELL	1909Wf	CN-FS-S11017001000-9C4-
Monitor	DELL	1909Wb	CN-FS-S11017001000-9C4-
Monitor	DELL	1908WFPf	CN-00GP004-72872-84H-26EU
Monitor	DELL	2009Wt	CN-0FH8MW-74445-0B5-AL6L
Blu-ray discs	Verbatim	BD-R Thermal Printable white	10 containers



# Agenda Item Executive Summary

**AGENDA ITEM:** First Amendment to the Agreement providing for a school resource officer.

**BOARD OR COMMITTEE:** Board

## BUDGET IMPACT

<b>Amount</b>	\$ N/A	<b>Budgeted</b>	\$ N/A
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**Fund:** Corresponding Activity Measure:

## EXECUTIVE SUMMARY

A resolution approving the first amendment to the agreement between the Village of Bartlett and School District U-46 providing for a school resource officer. The amendment changes the expiration date from June 5, 2024, to July 3, 2024.

## ATTACHMENTS (PLEASE LIST)

U-46 Amendment Resolution  
U-46 SRO First Amendment

## RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: MAINTAIN POSITIVE RELATIONSHIPS WITH ALL TAXING BODIES

Short Term (1-3 Years): Routine  Complex

Long Term (3-5 Years): Routine  Complex

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION:** I move to approve Resolution 2024-\_\_\_\_\_, a resolution approving the first amendment to the agreement between the Village of Bartlett and School District U-46 providing for a school resource officer. The amendment changes the expiration date from June 5, 2024, to July 3, 2024.

Staff: Geoffrey Pretkelis, Chief of Police  
Greg Milos, Support Services Sergeant

Date: February 6, 2024

**POLICE DEPARTMENT MEMORANDUM  
24-02**

**DATE:** February 6, 2024

**TO:** Paula Schumacher, Village Administrator

**FROM:** Greg Milos, Sergeant

**RE:** A resolution approving the first amendment to the agreement between the Village of Bartlett and School District U-46 providing for a school resource officer. The amendment changes the expiration date from June 5, 2024, to July 3, 2024.

School District U-46 requests the Village of Bartlett to approve the proposed amendment to the agreement between the Village of Bartlett and School District U-46. The amendment would extend the expiration date from June 5 to July 3, 2024.

Village Attorney Kurt Asprooth reviewed the agreement and had no concerns about the amendment. If approved, the services under this agreement would be extended from June 5, 2024, to July 3, 2024.

**MOTION:** I move to approve Resolution 2024-\_\_\_\_, A resolution approving the first amendment to the agreement between the Village of Bartlett and School District U-46 providing for a school resource officer. The amendment changes the expiration date from June 5, 2024, to July 3, 2024.

RESOLUTION 2024 - \_\_\_\_\_

**A RESOLUTION APPROVING THE FIRST AMENDMENT  
TO THE SCHOOL RESOURCE OFFICER AGREEMENT  
BETWEEN THE VILLAGE OF BARTLETT AND SCHOOL DISTRICT U-46**

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**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 First Amendment to the School Resource Officer Agreement Between the Village of Bartlett and School District U-46 (the "First Amendment"), 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 First Amendment 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 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 2024 - \_\_\_\_\_ enacted on February 6, 2024, and approved on February 6, 2024, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Gilles, Village Clerk

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

THIS FIRST AMENDMENT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the VILLAGE OF BARTLETT, Illinois, a municipal corporation (hereinafter referred to as the “Village”) and the BOARD OF EDUCATION OF SCHOOL DISTRICT U-46 (hereinafter referred to as the “District”).

WHEREAS, the Village and the District entered into an Agreement (“Original Agreement”) dated June 6, 2023 (attached hereto and made a part hereof as Attachment A), providing for School Resource Officers on a contract basis; and

WHEREAS, the Original Agreement will expire on June 5, 2024;

WHEREAS, the parties hereto have each determined to be in their best interests to extend the term of the Original Agreement and to provide for a single SRO to provide services to District’s Bartlett High School and Eastview Middle School.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

1. The above recitals are incorporated into and made a part of this First Amendment Agreement as if fully recited herein.
2. Section 2 of the Original Agreement is hereby amended to provide that the term of the Original Agreement shall be extended from June 5, 2024, to July 3, 2024 (the “Extended Term”).
3. Section 7 of the Original Agreement is hereby amended to provide that staffing coverage during the Extended Term will be between 7:00AM CST through 1:00PM CST during designated school days.
4. Section 5, Paragraph 5.1 of the Original Agreement is hereby amended to provide that the District shall pay to the Village the sum of **\$37.36** per hour plus an overtime hourly rate of **\$56.04** per hour for services during the Extended Term. Such sum shall be provided to the Village on or before September 1, 2024.
5. The remainder of the Original Agreement shall remain in full force and effect, except as expressly amended by this First Amendment.

IN WITNESS WHEREOF, the undersigned have entered into and executed this First Amendment as of the date and year first written above.

VILLAGE OF BARTLETT

SCHOOL DISTRICT U-46

By: \_\_\_\_\_  
Village President

By: \_\_\_\_\_  
Deputy Superintendent of Operations

Attest:

Attest:

\_\_\_\_\_  
Village Clerk

\_\_\_\_\_  
Secretary

4872-6807-4655, v. 1



# Agenda Item Executive Summary

AGENDA ITEM: Schick Water Tower Construction Engineering Agreement

BOARD OR COMMITTEE: Board

## BUDGET IMPACT

Amount \$75,875 Budgeted \$90,000

Fund: Water Corresponding Activity Measure: N/A

## EXECUTIVE SUMMARY

Last April the Village Board approved a contract with Seven Brothers Painting, Inc. to paint the Schick Rd. water tower. The water tower painting will take place this spring/summer and therefore we would like to have Dixon Engineering perform the construction engineering for the project. Their work will include project administration, welding observation, and paint coating observation to verify the contractor is following the required specifications. Dixon has assisted the Village on the water tower paintings at Kent Circle and Villa Olivia and we have been pleased with their work.

Therefore, staff recommends that the Village Board approve the construction engineering agreement with Dixon Engineering, Inc.

## ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

## RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Maintain or Enhance Village Standards for Service

Short Term (1-3 Years): Routine  Complex

Long Term (3-5 Years): Routine  Complex

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Resolution 2023-\_\_\_\_\_, a Resolution Approving the Construction Engineering Agreement between the Village of Bartlett and Dixon Engineering, Inc.

Staff: Dan Dinges, Director of Public Works

Date: January 24, 2024

# Memo

DATE: January 24, 2024

TO: Paula Schumacher  
Village Administrator

FROM: Dan Dinges, PE  
Director of Public Works

SUBJECT: Construction Engineering Services Agreement for the Schick Water Tower Painting

Last April the Village Board approved a contract with Seven Brothers Painting, Inc. to paint the Schick Rd. water tower. The water tower painting will take place this spring/summer and therefore we would like to have Dixon Engineering perform the construction engineering for the project. Their work will include project administration, welding observation, and paint coating observation to verify the contractor is following the required specifications. Dixon has assisted the Village on the water tower paintings at Kent Circle and Villa Olivia and we have been pleased with their work.

Therefore, staff recommends that the Village Board approve the construction engineering agreement with Dixon Engineering, Inc.

**MOTION:** I move to approve Resolution 2024-\_\_\_\_\_, a Resolution Approving the Construction Engineering Agreement Between the Village of Bartlett and Dixon Engineering, Inc.

**RESOLUTION 2024 - \_\_\_\_\_**

**A RESOLUTION APPROVING THE CONSTRUCTION ENGINEERING AGREEMENT  
BETWEEN THE VILLAGE OF BARTLETT AND DIXON ENGINEERING, INC.**

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

**SECTION ONE:** The Agreement for Professional Engineering Services between the Village of Bartlett and Dixon Engineering, Inc. dated February 6, 2024 (the "Agreement") for the Schick Water Tower Painting (the "Project Work"), in the amount of \$75,875 as set forth in the agreement attached hereto and incorporated herein, is hereby approved.

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

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** February 6, 2024

**APPROVED:** February 6, 2024

\_\_\_\_\_  
Kevin Wallace, Village President

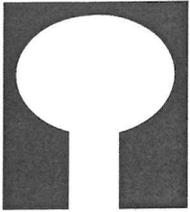
**ATTEST:**

\_\_\_\_\_  
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 2024 - \_\_\_\_\_ enacted on February 6, 2024 and approved on February 6, 2024 as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk



# DIXON

**ENGINEERING & INSPECTION SERVICES  
FOR THE COATING INDUSTRY**

4811 S. 76<sup>th</sup> St., Suite 109  
Greenfield, WI 53220  
Telephone: (414) 529-1859  
Fax: (414) 282-7830

## AGREEMENT BETWEEN OWNER AND DIXON FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of: \_\_\_\_\_ (“Effective date”) between **Village of Bartlett, Illinois** (“Owner”) and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the (“Owner”) and (“DIXON”) have executed this Agreement. The Owner’s Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: **Project Administration, Preconstruction Meeting, Welding Observation, Wet Interior, Exterior, Dry Interior Coating Observation, and One (1) Year ROV Warranty Observation on the 1,500,000 Gallon Hydropillar (Schick Rd)** (“Project”).

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700-18®, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of **\$75,875**.

### Proposals / Agreement Signatures

Todd Schaefer, Project Manager September 22, 2023  
PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer) PROPOSAL DATE

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CONTRACT APPROVED BY OWNER	POSITION	DATE
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Co SIGNATURE (if required)	POSITION	DATE
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AGREEMENT APPROVED by DIXON	POSITION	DATE
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With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Daniel Dinges  
Address for Owner’s receipt of notices:  
Village of Bartlett  
1150 Bittersweet Drive  
Bartlett, IL 60103  
Email: ddinges@bartlett.gov

Designated Person: Todd Schaefer  
Address for DIXON’s receipt of notices:  
Dixon Engineering, Inc.  
4811 S. 76<sup>th</sup> Street, Suite 109  
Greenfield, WI 53220  
Email: todd.schaefer@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

Owner and DIXON further agree as follows:

## **ARTICLE 1 SERVICES OF DIXON**

### **1.01 DIXON shall provide or cause to be provided:**

- A. Contract and Project Management (Basic) Services: EXHIBIT A Part 1
- B. Resident Project Representative (RPR): EXHIBIT A Part 1
- C. Other Services: Services beyond the scope of Exhibit A are Additional Services.

## **ARTICLE 2 OWNER'S RESPONSIBILITIES**

### **2.01 Owner shall provide or cause to be provided:**

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

## **ARTICLE 3 SCHEDULE FOR RENDERING SERVICES**

### **3.01 Commencement:**

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

## **ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C**

## **ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP**

## **ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP**

## **ARTICLE 7 DEFINITIONS**

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

## **ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS**

- A. EXHIBITS Included:
  - 1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
  - 2. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
  - 3. EXHIBIT C, Attachments C-1, and C-2.
  - 4. EXHIBIT E, Electronic Documents Protocol (EDP).
  - 5. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
  - 6. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
  - 1. EXHIBIT B, Antenna Services to be performed by DIXON or Owner.
  - 2. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).
  - 3. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from EJCDC merged with other EXHIBITS or not used.

## **ARTICLE 9 MISCELLANEOUS PROVISIONS**

**9.00** Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

### **9.01 Survival:**

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

### **9.02 Severability:**

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **9.03 Successors, Assigns, and Beneficiaries:**

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

### **9.04 Waiver:**

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

### **9.05 Accrual of Claims:**

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

### **9.06 DIXON's Certifications:**

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

### **9.07 Total Agreement:**

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

**DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES**

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Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR).

DIXON has combined the six construction project phases into four phases: Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase.

**PART 1**

**A1.01 Construction Phase:**

A. Basic Services:

1. DIXON will consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.

B. RPR Services for Maintenance of Existing Structures

1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
3. Hold Point General:
  - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
4. Hold Point Weld/Modifications- Observe, Record, Report, and:
  - a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, non-fusion, etc.).
5. Hold Point Coating Wet Interior - Observe, Record, Report, and:
  - a. Verify test area for abrasive cleaning meets or exceeds minimum of specified standard.
  - b. Collect spent abrasive for sampling and testing.
  - c. Abrasive blast cleaning prior to application of the prime coat.
  - d. Prime coat prior to application of the next coat.
  - e. Intermediate coat prior to application of the stripe or topcoat.
  - f. Stripe coat prior to application of the topcoat.
  - g. Observe wet interior using high/low voltage holiday detection.
  - h. Topcoat for compliance with specifications.
6. Hold Point Coating Exterior - Observe, Record, Report, and:

- a. Verify test area for low pressure water blast cleaning (LPWC) meets or exceeds minimum specified standard.
  - b. LPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11) or abrasive blast cleaning.
  - c. Abrasive blast cleaning prior to primer application.
  - d. Prime coat prior to application of the epoxy intermediate coat.
  - e. Epoxy intermediate coat prior to application of the urethane intermediate coat.
  - f. Urethane intermediate coat prior to application of the topcoat.
  - g. Topcoat for compliance with specifications.
  - h. Check foundations coating for compliance with specifications.
  - i. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements, and to verify no damage occurred during lettering.
7. Hold Point Coating Dry Interior- Observe, Record, Report, and:
    - a. Abrasive blast cleaning prior to application of the prime coat.
    - b. Spot prime coat prior to application of the intermediate coat.
    - c. Topcoat for compliance with specifications. Review all contract items to ensure they have been completed according to contract requirements.
  8. Hold Point Project Finalization:
    - a. Review all repairs not installed until after coating.
    - b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
    - c. Observe the installation of screens, light bulbs, etc.
    - d. Observe Site for restoration to pre-project conditions.
    - e. Formulate a punch list of items to complete.
    - f. Finalize the project to ensure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.
- C. Construction Phase - Owner's Responsibilities:
1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
  2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
  3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

#### **A1.02 Post Construction Phase:**

- A. Basic Services:
  1. One Year Warranty Observation - ROV and Exterior:
    - a. Review all wet or dry interior surfaces for corrosion and/or damage, qualify and quantify damage for repairs. All coating repairs needed are to be quantified by extrapolation of a measured area and compared with warranty requirements.
    - b. Observe the exterior coating and quantify damages.
    - c. Review all repairs completed during Construction Phase.
    - d. Review all exterior appurtenances for damage due to corrosion or construction.
    - e. Review exterior of the exposed foundations.
    - f. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.

- g. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The report will be letter format.
- B. Post Construction Phase - Owner's Responsibilities:
  - 1. Warranty Observation - ROV Observation:
    - a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV observation, or as a minimum, maintain positive flow (No water withdrawal from tank).
    - b. Perform chlorine residual and bacteriological testing after completion of observation.

**A2.01 ADDITIONAL SERVICES**

- A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
  - 1. All additional requested services and associated fees shall be documented by Exhibit K, Contract Amendment signed by both parties.

## **BASIS OF FEES, INVOICING AND PAYMENT**

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General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

### **Part 1 BASIS OF FEES**

#### **C1.00 Owner's Responsibility:**

- A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), Post Construction Observation and Additional Services as detailed below and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

#### **C1.01 Basis:**

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

#### **C1.02 Methods of Rate Calculation and Definitions including Limitations:**

- A. Standard Hourly Rate (SHR) Method:
  - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase 3 Construction, Basic, and RPR services, and for Additional Services during all phases.
    - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
    - b. Overtime rates apply for all hours worked on weekends and holidays.
    - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
  - 2. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
  - 3. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
    - a. The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
    - b. The estimator then calculates Reimbursable Expenses based on the same criteria.
    - c. Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- A. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitutes full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.
- B. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
  - 1. DIXON may use a Lump Sum for the entire project.
- D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in the Unit Price methods.
  - 1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).

2. Exhibit J Amendment: If Amendment changes Scope of Services, then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
2. Exhibit B Antennas: LS, UP, or SHR or Combination per Exhibit K based on type of services.
3. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
4. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.
- E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

**C1.03 Definitions including Limitations:**

- A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.
- B. RPR Services contractually agreed services per Exhibit A or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.
- E. Antenna Services are defined in Exhibit B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

**C1.04 Fees:**

- A. Contracted Fees are detailed in this Exhibit C Attachment 1.
- B. Contingency Allowance Fees, if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.
- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which

result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses is not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.

1. A few examples of Set-off Fees are when the Owner has incurred extra charges or engineering costs related to:
  - a. Excessive submittal review,
  - b. Excessive evaluations of proposed substitutes,
  - c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
  - d. Work is defective, requires correction or replacement including additional inspection costs.
2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

**C1.05 Estimated Fee:**

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
  1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the agreement.
  2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
  3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum requirements of these paragraphs are not negotiable. An RPR is a professional, and if he remains on Site, he is guaranteed the minimum number of hours. Negotiations may Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

**C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:**

- A. Attached to this Exhibit C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
  1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1<sup>st</sup> will have Attachment C-2 with effective rates through December 31 of the subsequent year.

2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate by the same percentage increase as Standard Hourly Rates.
3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right to implement rate increases.

**PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:**

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this Exhibit C and Attachments C-1 and C-2. DIXON will submit its invoices to Owner monthly. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
- B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
  1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30<sup>th</sup> day.
- D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- E. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by the Owner.

**PART 3 SELECTION OF RPR SERVICES**

**C3.01 Hold Point Observations:**

- A. The RPR travels to site to complete the observation and travels back to the Base Office. On site time at a minimum is time to complete observation and to complete report.

**SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES**

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1. The total compensation for services under this Agreement is the estimated total compensation amount of **Seventy-Five Thousand, Eight Hundred, Seventy-Five Dollars, \$75,875** and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01-Preconstruction Meeting			\$1,300	Unit Price
A1.01-Other Defined Basic Services - Project Administration			\$6,000	Lump Sum
A1.01-RPR Services Weld	3	\$1,550	\$4,650	Unit Price
A1.01-RPR Critical Phase Coating	49	\$1,225	\$60,025	Unit Price
A1.02-Warranty Observation			\$3,900	Lump Sum
<b>Total</b>			<b>\$75,875</b>	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

**STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE**

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$400.00	
Officer/Associate	\$200.00	
Project Manager	\$170.00	\$255.00
Engineer	\$175.00	\$263.00
CWI Welding RPR	\$187.00-\$205.70	\$277.50-\$308.00
DIXON Level 3 or NACE Certified Level 3 RPR	\$130.00-\$171.00	\$195.00-\$256.00
DIXON Level 2 or NACE Level 2 RPR	\$118.00-\$149.00	\$176.00-\$223.00
DIXON Level 1 or NACE Level 1 RPR	\$106.00-\$129.00	\$159.00-\$193.00
Contract Support Staff	\$135.00-\$165.00	\$204.00-\$248.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging	\$168.00 per diem	\$158.00 per diem
Meals	\$62.00 per diem	\$57.00 per diem

**FEES EFFECTIVE THROUGH: December 31, 2023, Revised 9/8/2022**

## **ELECTRONIC DOCUMENTS PROTOCOL (EDP)**

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With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

### **ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)**

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

#### **E1.01 Electronic Documents Protocol**

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
1. Basic Requirements
    - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
    - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
    - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
    - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications.
    - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
  2. System Infrastructure for Electronic Document Exchange
    - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
    - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
    - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party

- maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
  - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of the contract.
  - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
  - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
  - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
  2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

EXHIBIT E ATTACHMENT 1: Agreement Between  
Owner and DIXON

**SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE**

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLSX	
<b>Notes</b>				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
<b>Key</b>				
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader.			
DWG	Autodesk® AutoCAD. dwg format.			
DOCX	Microsoft® Word. docx format.			
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.			

**GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR  
EXHIBITS**

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**GP1.00 Time for Completion:**

- A. The Effective Date of the Task Order and the times for completing services will be stated in each Task Order.
- B. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's Exhibit C Attachment 1 and 2.
- C. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- D. The Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

**GP1.01 Opinions of Probable Construction Cost:**

- A. DIXON's opinions (if any) of probable Construction Cost are to be made on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or verbally by DIXON.

**GP1.02 Standards of Performance and Limitations of Authority of DIXON with Owner and Owner's Contractor:**

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual conflict of interest arises or is identified.
  - 1. DIXON and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided DIXON under this Agreement.
- C. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON/Owner/or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- D. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
- E. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.
- F. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible:
  1. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or
  2. the safety precautions and programs incident thereto,
  3. or security or safety at the Project site, nor
  4. for any failure of a Constructor's furnishing and performing of its work.
  5. DIXON shall not be responsible for the acts or omissions of any Constructor or
  6. for Constructor's compliance with Laws and Regulations.
- G. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services, nor assumes responsibilities for Contractor's failure to furnish material and provide the Work in accordance with Owner/Contractor Agreement.
- H. DIXON shall not be responsible for any decisions made regarding the construction Agreement requirements, or any application, interpretation, clarification, or modification of the construction Agreement documents other than those made by DIXON or its consultants.
- I. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or (4) providing legal advice or representation.
- J. DIXON shall not be required to sign any document, no matter by whom requested, that would result in DIXON having to certify, guarantee, or warrant conditions whose existence DIXON cannot ascertain within the authorized scope of DIXON's services. The Owner agrees not to make resolution of any dispute with DIXON or payment of any amount due to DIXON in any way contingent upon DIXON signing any such document.
- K. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

**GP1.03 Use of Documents:**

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not. NOTE: A delayed project may require revisions of the Bid Documents.
1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.
  2. DIXON grants Owner a limited license to use the Documents on the Specific Project.
  3. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. If Owner reuses or modifies documents without authorization, Owner shall indemnify and defend DIXON from any liabilities that result from the reuse.
  4. The limited license to the Owner shall not create any rights in third parties.

**GP1.04 Records Retention:**

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Task Order. Upon Owner's request, DIXON shall provide a copy of any such item to Owner at cost.

**GP1.05 Suspension and Termination:**

- A. Suspension:
1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to DIXON.
  2. By DIXON: DIXON may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
  3. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Task Order.
  4. A suspension under a specific Task Order, whether by Owner or DIXON, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.
- B. Termination for Cause – Main Agreement: The obligation to provide further services under this Agreement may be terminated.
1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  2. By DIXON:
    - a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
    - b. DIXON shall have no liability to the Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.
  3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.
- C. Termination for Cause – Task Order:
1. Either party may terminate a Task Order for cause upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.
    - a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph GP1.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such

notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph GP1.05. B.1, DIXON may terminate a Task Order for cause upon 7 days' written notice:
    - a. If Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional.
    - b. If DIXON's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond DIXON's control: or
    - c. As the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern.
  3. DIXON will have no liability to the Owner on account of any termination by DIXON for cause.
- D. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.
- E. Payments Upon Termination:
1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
  2. The scheduled time between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

**GP1.06 Controlling Law and Compliance with Laws and Regulations:**

- A. DIXON shall comply with all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02. A above, and to the extent compliance is not inconsistent with professional practice requirements.
- B. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
  1. Changes after the Effective Date to Laws and Regulations.
  2. The receipt by DIXON; of changes after the Effective Date, of Owner-provided written policies and procedures.
- C. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, and as modified by DIXON unless expressly indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

**GP1.07 Dispute Resolution:**

- A. The Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.

- B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party has any financial or relational control over any panel member. DIXON will select, based on expertise in dispute. (DIXON pays fees for their panel member, Owner pays fees of their member, and third member's fees are to be paid as directed by the panel, even though the panel's final dispute resolution is not accepted).
- C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

**GP1.08 Environmental Condition of Site:**

- A. Owner represents to DIXON that as of the Effective Date to the best of Owner's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern. For purposes of this Paragraph GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to Paragraph GP1.08. A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
  - 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
  - 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
  - 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
  - 4. Constituents of Concern in the Coating Industry – DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be C of C but are considered Disclosed C of C.
- C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.
- D. Owner acknowledges that DIXON is performing professional services for Owner and that DIXON is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement.

**INSURANCE REQUIREMENTS AND LIABILITY CONCERNS**

The Agreement is supplemented to include the following agreement of the parties:

**IR1.00 Insurance:**

- A. The limits of liability for the insurance required on this project are as follows:
- B. By DIXON:
 

1. Workers' Compensation:	Statutory
2. Employer's Liability:	
1) Bodily injury, each accident	\$1,000,000
2) Bodily injury by disease, each employee	\$1,000,000
3) Bodily injury/disease, aggregate	\$1,000,000
3. General Liability:	
1) Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
2) General Aggregate	\$2,000,000
4. Excess or Umbrella Liability:	
1) Per Occurrence	\$5,000,000
2) General Aggregate	\$5,000,000
5. Automobile Liability:	
1) Combined Single Limit (Bodily Injury and Property Damage):	\$1,000,000
6. Professional Liability:	
1) Each Claim Made	\$2,000,000
2) Annual Aggregate	\$2,000,000
- C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.
- F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights, and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. The Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.
- G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- H. At any time, Owner may request that DIXON or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Owner, and if commercially available, DIXON

shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit IR will be supplemented to incorporate this requirement.

I. Definitions:

1. Owner and Party 1 is Owner and Owner's officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
2. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

**IR1.01 Limitation of Liability:**

- A. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Owner and anyone claiming by, through, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement

**IR1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:**

- A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

**IR1.03 Percentage Share of Negligence:**

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming under the other party for damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, DIXON, and all other negligent entities and individuals.



# Agenda Item Executive Summary

AGENDA ITEM: Purchase of Debris Blower

BOARD OR COMMITTEE: Board

## BUDGET IMPACT

Amount	\$10,268.44	Budgeted	\$14,000.00
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Fund: Vehicle Replacement Fund	Corresponding Activity Measure: NA
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## EXECUTIVE SUMMARY

Approved in the 2023-2024 golf course maintenance capital outlay budget is the purchase of one (1) Debris Blower. This item will be funded through the Village Vehicle Replacement Fund Program.

The lowest quoted price for the Debris Blower came from Reinders, Inc. in the amount of \$10,268.44. A total of \$14,000 was budgeted for this item. Bringing the purchase \$3,731.56 below budget.

## ATTACHMENTS (PLEASE LIST)

Memo and Quotes

## RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Maintain/enhance village standards for service delivery

Short Term (1-3 Years): Routine  Complex

Long Term (3-5 Years): Routine  Complex

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION: I MOVE TO APPROVE THE PURCHASE OF ONE DEBRIS BLOWER FROM REINDERS, INC. IN THE AMOUNT OF \$10,268.44.**

Staff: Matthew Giermak, Golf Course Superintendent

Date: 2/6/2024

# Memorandum

**Date:** February 6, 2024

**To:** Paula Schumacher, Village Administrator

**Cc:** Scott Skrycki, Assistant Village Administrator

Todd Dowden, Finance Director

**From:** Matthew Giermak, Golf Course Superintendent

**Re:** Golf Course Capital Equipment Purchase

Approved in the 2023-2024 golf course maintenance capital outlay budget is the purchase of one (1) Debris Blower. This item will be funded through the Village Vehicle Replacement Fund Program.

The City of Tucson, Arizona has publicly solicited and awarded an agreement for **Parks and Golf Grounds Maintenance Equipment to the Toro Company**. This cooperative purchasing agreement (Contract #2017025) is available to public agencies and non-profit entities nationwide via OMNIA Partners, Public Sector. Currently the State of Illinois does not offer any type of cooperative purchasing program for governmental agencies.

To take advantage of this purchasing program staff solicited pricing from Reinders, Inc. of Franklin Park, Illinois as well as Revels Turf and Tractor, LLC. Of Elgin, Illinois. The pricing is:

<b>Distributor</b>	<b>Debris Blower</b>
Reinders, Inc Mundelein, Illinois	\$10,268.44
Revels Turf and Tractor, LLC Elgin, Illinois	\$10,550.00

Considering all factors, I would recommend the Village of Bartlett purchase the one (1) Debris Blower and accept the quoted prices in conjunction with the OMNIA Partners from Reinders, Inc. of Franklin Park, Illinois in the total amount of \$10,268.44. A total of \$14,000.00 was budgeted for the purchase of this item bringing the total cost \$3,731.56 below budget.

Please place this on the next available Village Board Agenda.

Respectfully submitted,

Matthew Giermak, Golf Course Superintendent

**Quote Summary**

**Prepared For:**

BARTLETT HILLS GOLF COURSE  
 800 ONE IDA AVE  
 BARTLETT, IL 60103  
 Home: 630-483-4991  
 Business: 708-837-0800

**Prepared By:**

David Kloss  
 Revels Turf and Tractor, LLC  
 180 Corporate Drive  
 Elgin, IL 60123  
 Phone: 847-683-4653  
 dkloss@revelstractor.com

**Quote Id:** 30057218  
**Created On:** 06 December 2023  
**Last Modified On:** 06 December 2023  
**Expiration Date:** 05 January 2024

<b>Equipment Summary</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
2023 BUFFALO TURBINE KB-6	\$ 10,550.00 X	1 =	\$ 10,550.00
<b>Equipment Total</b>			<b>\$ 10,550.00</b>

**Quote Summary**

Equipment Total	\$ 10,550.00
Package Discount	\$ 0.00
SubTotal	\$ 10,550.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 10,550.00
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 10,550.00</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

Quote Id: 30057218

Customer: BARTLETT HILLS GOLF COURSE

**2023 BUFFALO TURBINE KB-6**

Hours: 0

Stock Number:

Code	Description	Qty
BT-CKB6	Cyclone KB6 Debris Blower with Heavy Duty Air Cleaner, Maintenance Meter, 26.5 HP Fuel Injected Engine and Wireless Remote w/throttle and Auto Nozzle Position System EPA Certified	1
<b>Other Charges</b>		
	Freight	1
	Setup	1



Prepared By:  
 Grant Rundblade  
 Territory Manager  
 911 Tower Road  
 Mundelein, IL 60060  
 Cell (815) 988-6303  
 Fax (847) 678-5511  
[grundblade@reinders.com](mailto:grundblade@reinders.com)

Acct #: 303335  
 Bartlett Hills Golf Course  
 800 W Oneida Avenue  
 Bartlett IL 60103

<u>Quote ID</u>	Price Subject to Change
<u>Quote Date</u> 5/3/23	Contract Quote

Attn: Matt Giermak

Sourcewell #031121-TTC / Omnia #2017025

Qty	Code	Description	Selling Price
1	44552	Pro Force Debris Blower	MSRP: \$13,131.00
			OMNIA Discount: (\$2,862.56)
			OMNIA Sale Price: \$10,268.44



## Order Acceptance Agreement

### Bartlett Hills Golf Course

- A result of extreme volatility in commodity prices and logistics costs, Reinders is unable to guarantee pricing, lease rates or lease payments.
- Pricing will be reviewed prior to set-up of the product(s). You have the right to opt out of this purchase at any time prior to set-up, with no additional charges or penalties for cancelation.
- Reinders may require a signed UCC Form prior to delivery.
- 1% service fee will be added to all credit card transactions.
- All financed products are a transaction between the lessee and the lease company. Reinders cannot ship any product until approved for shipment by the Lessor.
- Due to product availability, separate finance documents and schedules will be enforced when leasing multiple traction units.
- All applicable federal, state, and local taxes levied on the transaction as described in this quotation is the purchaser's responsibility. No tax exemptions will be recognized unless a valid tax exemption certificate is provided or is on file.
- Any changes requested by me in regard to the quantities, specifications, schedule, financing, or other aspects of the services described in this quotation are not binding unless accepted by Reinders in writing. Any requested changes may lead to additional charges, which the client agrees to pay when requesting and approving them.

✓ By signing below, confirms that you are giving Reinders permission to order the products on the quote I.D. listed below. I have also read the terms of the order acceptance.

Sourcewell #:

Omnia #:

Quote I.D # :

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

