

VILLAGE OF BARTLETT
VILLAGE HALL, 228 S. MAIN STREET
BOARD AGENDA
March 19, 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: Committee Minutes, February 20, 2024; Board Minutes, March 5, 2024

*7. BILL LIST: March 19, 2024

8. TREASURER'S REPORT: January, 2024
Sales Tax Report – January, 2024
Motor Fuel Tax Report – January, 2024

9. PRESIDENT'S REPORT:

- A. Planning and Zoning Commission Member Mark Hopkins Recognition
- B. Best Taco Award Recognition

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. Ordinance Approving a Fourth Amendment to the Annexation Agreement for the Blue Heron Business Park
- *2. Ordinance Approving an Amendment to the Blue Heron Business Park Planned Unit Development and a Site Plan for Alan Horticulture

B. COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

- 1. None

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

- 1. None

D. LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

- 1. None

E. POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI

- 1. None

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

- 1. Resolution Approving the Civil Engineering Services Agreement Between the Village of Bartlett and Mackie Consultants LLC
- 2. Resolution Approving the Structural Engineering Services Agreement Between the Village of Bartlett and Gannett Fleming
- 3. Resolution of Support for the Submittal of an Invest in Cook Grant for the Construction of the Multi-Use Underpass Path Underneath Route 59
- 4. Resolution Waiving Advertising for Bids and Approving the Crib Roof Installation Project Agreement with Total Roofing and Construction, Inc.
- 5. Resolution Waiving Advertising for Bids and Approving the Village Hall Front Door Replacement Agreement with Joseph J. Henderson & Son, Inc.

13. NEW BUSINESS

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT



Agenda Item Executive Summary

AGENDA ITEM: Blue Heron Business Park Annexation Agreement Amendment BOARD OR COMMITTEE: Board
PUBLIC HEARING

BUDGET IMPACT

Amount \$N/A

Budgeted \$N/A

Fund: N/A

Corresponding Activity Measures: P&Z Commission Review

EXECUTIVE SUMMARY

The public hearing notice for the Fourth Amendment to the Annexation Agreement Blue Heron Business Park was published in the Daily Herald and mailed to the required taxing districts on March 1, 2024. The amended annexation agreement has also been available for public viewing in the Planning and Development Services Department.

ATTACHMENTS (PLEASE LIST)

PDS Memo and proof of publication

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Work to improve business profile in the village (Route 25 corridor)

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only - Conduct the Required Public Hearing
- Resolution
- Ordinance
- Motion

Staff: Kristy Stone, PDS Director

Date: March 12, 2024

PLANNING & DEVELOPMENT SERVICES MEMORANDUM
24-21

DATE: March 12, 2024

TO: Paula Schumacher, Village Administrator

FROM: Kristy Stone, PDS Director

RE: **Blue Heron Business Park – Amendment to the Annexation Agreement**

The public hearing notice for the Fourth Amendment to the Annexation Agreement Blue Heron Business Park was published in the Daily Herald and mailed to the required taxing districts on March 1, 2024. The amended annexation agreement has also been available for public viewing in the Planning and Development Services Department.

The proof of publication is attached for your review.

PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the Village Board of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, will hold a Public Hearing on **Tuesday, March 19, 2024 at 7:00 P.M.** or as soon thereafter as the matter may be heard, in the Bartlett Municipal Center, 228 South Main Street, Bartlett, Illinois to consider testimony and evidence from the petitioner and members of the public with respect to the petition from Dean Kelley on behalf of Gifford 300, LLC for the 4th Amendment to the Blue Heron Business Park's North 125 acre Annexation Agreement (Case #2023-11, Alan Horticulture).

This property is legally described as: THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD DEDICATED PER DOCUMENT NUMBER 2008K010201 AND THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE ALONG SAID NORTH RIGHT OF WAY LINE FOR THE FOLLOWING TWO (2) COURSES; (1) THENCE SOUTH 88 DEGREES 44 MINUTES 05 SECONDS WEST, 280.02 FEET; (2) THENCE NORTH 45 DEGREES 53 MINUTES 13 SECONDS WEST, 70.25 FEET TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NUMBER 2004K116375; THENCE ALONG SAID EAST RIGHT OF WAY LINE FOR THE FOLLOWING TWO (2) COURSES; (1) THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, 256.03 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 183.00 FEET WITH AN ARC LENGTH OF 130.86 FEET AND A CHORD BEARING NORTH 20 DEGREES 59 MINUTES 40 SECONDS WEST TO THE SOUTHERLY MOST POINT OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED DECEMBER 31, 2020 AS DOCUMENT NUMBER 2020K082411; THENCE ALONG A SOUTHERLY AND EASTERLY LINE OF SAID LAND DESCRIBED IN QUIT CLAIM FOR THE FOLLOWING TWO (2) COURSES; (1) THENCE NORTH 48 DEGREES 15 MINUTES 23 SECONDS EAST, 121.64 FEET; (2) THENCE NORTH 00 DEGREE 30 MINUTES 29 SECONDS WEST, 317.72 FEET TO THE SOUTHEAST CORNER OF LAND DESCRIBED IN WARRANTY DEED RECORDED OCTOBER 5, 2018 AS DOCUMENT NUMBER 2018K048884; THENCE NORTH 89 DEGREES 11 MINUTES 30 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LAND DESCRIBED IN WARRANTY DEED, 283.35 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE SOUTH 00 DEGREE 30 MINUTES 31 SECONDS EAST, 821.05 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS. The Permanent Index Number for the property is 06-36-200-036.

PERMANENT INDEX NUMBER: 06-36-200-036
A copy of the Amended Annexation Agreement is available for public viewing at the Bartlett Village Hall, located at 228 South Main Street in the Planning & Development Services Department from 8:30 a.m. to 4:30 p.m. Monday through Friday.

The above-referred Public Hearing may be recessed from time to time to another date or dates, if notice of the time and place of such adjourned Public Hearing is publicly announced at the immediately preceding Public Hearing. All interested parties are invited to attend and will be given an opportunity to be heard. If an accommodation for an individual with a disability is necessary, please contact Paulo Schumacher at 837-0800 (voice) or 830-0940 (TDD).
By Lorna Gilles, Village Clerk

Published in Daily Herald March 1, 2024 (4612583)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

**Northwest Suburbs
Daily Herald**

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the Northwest Suburbs **DAILY HERALD**. That said Northwest Suburbs **DAILY HERALD** is a secular newspaper, published in Arlington Heights, Cook County, State of Illinois, and has been in general circulation daily throughout Cook County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the Northwest Suburbs **DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 03/01/2024 in said Northwest Suburbs **DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY *Paula Baetz*
Designee of the Publisher of the Daily Herald

Control # 4612583





VILLAGE OF BARTLETT COMMITTEE MINUTES February 20, 2024

1. CALL TO ORDER

President Wallace called the Committee of the Whole meeting of February 20, 2024 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:14 p.m.

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Samuel Hughes, Finance Director Todd Dowden, Public Works Director Dan Dinges, Assistant Public Works Director Tyler Isham, Civic Engineer Nick Talerico, Planning and Development Director Kristy Stone, Grounds Superintendent Matt Giermak, 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. COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN Gunsteen

1. Alan Horticulture

Chairman Gunsteen introduced the item.

Planning and Development Services Director Kristy Stone stated this was before you as a Concept Plan a few months ago. Planning and Zoning reviewed the plans and recommended approval with the additional condition that they use the W. Bartlett Road corridor lights for their front parking lot, which the petitioner has agreed to do. They have added faux second-story windows. This would come to the village board for a public hearing on the amended annexation agreement in March as well as the final approval.

President Wallace confirmed that those would both be done in the same meeting.

Ms. Stone responded they would be.

B. COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

1. Branding Concept Discussion

Chairman Gandsey introduced the item.



VILLAGE OF BARTLETT COMMITTEE MINUTES February 20, 2024

John Harris and Matt Robbie from A5 Digital and Branding presented the attached presentation to the village board and announced the branding campaigns.

Chairman Suwanski asked about the 1,000 responses to the survey and if that was normal. Mr. Harris stated it is an exceptionally good response. The only comparable was Northbrook. You can also see the diversity of connecting with the school district, BAPS, community events, etc.

Mr. Robbie stated we specifically reached out to Bartlett schools in U-46; we did not go outside the village.

Chairman Hopkins asked why they chose not to go outside of Bartlett.

Mr. Robbie stated the feedback they received was specifically geared toward Bartlett residents.

Chairman Hopkins stated we have a lot of kids that go to schools outside of Bartlett.

Mr. Harris stated with Bartlett Schools it's only the kids that were from Bartlett.

Chairman Suwanski asked why the park district wasn't included.

Mr. Robbie stated we reached out many times with the help of the village staff and didn't receive a response.

Chairman Suwanski stated 39% stated they get their information from social media and asked if that is standard.

Mr. Harris stated that is increasingly the standard. Social media and word of mouth are generally the top 2, in communities in which we have worked.

Mr. Harris stated the research shows Bartlett is welcoming, outdoor living is important, people like to get involved, the location is convenient, there is outstanding village service, and the Bartlett schools are strong.

Concept A is "Belonging in Bartlett" using existing colors that would be a natural transition to work with these colors. It's flexible for use inside the community for community building as well as business recruitment and retention. "You belong in Bartlett" for attraction, and "We belong in Bartlett" for internal use. We do recommend getting some more photography as it gets warmer to help tell the stories we want to tell. A strong focal point is usually better.

Concept B is the idea of "Better in Bartlett." The idea is life is better in Bartlett, starting or running your business is better in Bartlett. We could build themes around the outdoors, for example, or around schools. It could also be: "Be your best" or "Way better in Bartlett".



VILLAGE OF BARTLETT COMMITTEE MINUTES February 20, 2024

Concept C is "Good for us." It is a little more about "I" or "me" or "us," but it also sends a signal that we are doing well here. It could also be "good for you." The font is also a little more traditional, and the color behind it adds some personality.

Chairman Deyne stated he would like to see the name Bartlett in the branding. If he had to pick right now, it would be "Better in Bartlett".

Chairman Suwanski asked about "Progress with Pride."

Village Administrator Paula Schumacher stated that is our motto; we are keeping that.

Chairman Suwanski stated she likes the font on the second option, but none of these really hit her much. She liked the layouts in Option B.

Chairman Gandsey stated the application of that is very hard. She didn't think it fits what we are trying to do.

President Wallace stated he is not a big fan of using the word "better". He feels like "we belong" is better.

Chairman Gandsey also likes how it can be changed to "you" or "I," etc. She felt like the third option would put us in a bubble.

President Wallace stated it is inviting and the community groups could use it too. He wanted something with a small-town feel, big town dining, etc.

Chairman LaPorte stated another thought is "You are Bartlett" the people that live there are Bartlett.

Chairman Gunsteen stated he was underwhelmed by the three examples because I agree that Bartlett needs to be the focal point of any advertisement or social media.

Chairman Gandsey asked how we would carry it through when using in economic development.

Mr. Harris stated it would be "You belong in Bartlett," the copy then the call to action.

Chairman Deyne asked about eliminating one or what is needed. He wanted a consensus from the board to see if we can eliminate Concept C.

The board agreed to eliminate Concept C.

President Wallace stated he thinks "we belong" brings good warm feelings. There is a lot in that statement.

Chairman Hopkins suggested putting it on social media to help decide.



VILLAGE OF BARTLETT COMMITTEE MINUTES February 20, 2024

Chairman Gandsey asked how we do testing before a whole campaign is rolled out.

Mr. Harris stated we could test it with a couple of groups. On social media, people tend to focus on the negative vs. the positive.

Chairman Deyne asked if we can do that.

Ms. Schumacher asked if she can get everyone's comments on Concept B because not many people have talked about liking it.

Chairman Gandsey stated she thinks the language is too hard.

Mr. Harris stated it is more of a statement about Bartlett. Whereas "you belong," "we belong," etc. is more of an invitation.

Chairman Gandsey stated she also sees using the first one for economic development whereas "Better in Bartlett" is more just shutting that down.

Ms. Schumacher stated there seems to be a consensus around "belong."

President Wallace stated the way social media works, it doesn't seem like it's impossible to do a month of "we belong" ads and then a month of "better" type ads and just see what the response is.

Ms. Schumacher stated she thinks that would be confusing. She thinks it's better to decide and bring one out. We take it back to the EDC and ask them to flush this out around this theme, etc. She is hesitant to take pieces out to the community ahead of time.

Chairman Deyne is in favor of taking the two concepts back to the EDC for input.

Chairman Suwanski confirmed that the EDC has not seen the concepts.

Chairman Hopkins asked what kind of feedback do you typically get from village boards.

Mr. Harris stated we presented 4 concepts to staff and 3 are shown tonight. You might have different opinions on what we have presented tonight. It can be helpful to see it, contemplate it a little, but he thinks they are hearing support for "We belong/you belong in Bartlett" and clearly no support for the third concept. We are confident we can build this out to have the energy and call to action. We could work the "You are Bartlett" into the call to action or punctuation.

Chairman Gunsteen asked if there is a certain number of letters the brand should be inside the square. He likes the "You are Bartlett" and "We are Bartlett."

Chairman LaPorte stated using some local familiar faces in the ads would be good too.



VILLAGE OF BARTLETT COMMITTEE MINUTES February 20, 2024

That is part of the plan. We would be using Bartlett photos for the campaigns. It will come to life when you see the owners and patrons in the campaigns.

Chairman Deyne stated he would like to see photos to incorporate Bartlett Hills.

Mr. Harris stated yes, we are going to take the photos and do that for Bartlett Hills.

Chairman Gandsey asked what our #1 goal is? Is it for Tony going to trade shows?

Ms. Schumacher stated she thinks the goal is to have a unified message. We have a lot of fragmented messages currently. We should have a unified message with a common thread that we have not had in a while.

Chairman Deyne asked Ms. Schumacher if we are supposed to go to the EDC.

President Wallace stated she wants us to pick one.

Chairman Hopkins asked which one Paula would pick.

Ms. Schumacher stated she liked "We belong." It's welcoming, it pulls you in and invites conversation. Once Mr. Harris has an opportunity to flush out the individual pieces, we can bring those to the EDC first, so you have some basis for more discussion.

President Wallace stated I think we can still use the "We Belong" with the "We are Bartlett" underneath.

Mr. Harris stated the idea is this should work with residents and economic retention and attraction. When going to trade shows, the business might understand it at a high level and want to engage more, and from a resident tourism standpoint, there are opportunities about belonging. We can also add the line you talked about. It could be the end punctuation as well. At the outset of the campaign, we will want it unified, but in the future, we can look into separating the blocks as well.

Chairman Gandsey stated she likes what Trustee LaPorte and Gunsteen said, but she likes having a verb, so she would like to use the belong part. She would also like to see an application for economic development purposes. She would like to see those applications.

Mr. Harris stated absolutely we can do.

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

1. Water/Sewer Rate Review

Chairman LaPorte introduced the item.



VILLAGE OF BARTLETT COMMITTEE MINUTES February 20, 2024

Chairman Deyne asked what the percentage increases were for our last rate increase.

Mr. Dowden stated it was a 3% increase on water. Sewer rates were raised two years ago. It was in the 5% range for Cook County and 8-8% in DuPage County.

Chairman Hopkins asked to explain why there are different rates for the counties.

Mr. Dowden stated we were gearing up for the \$37 million-dollar IEPA loans. We started raising those rates at the same time we were raising the Cook County rates. The purpose of that was for the 2019 bonds issued for the Devon Ave. project.

Chairman Deyne stated he was asked why we have not had incremental increases instead of waiting then doing a large increase.

Mr. Dowden stated some of the variables we are watching are, this last year we raised the rate 3% then had a 3% increase in consumption. We have been decreasing over the last 10 years. The pandemic came and usage went up. As people went back to work, it started decreasing a little bit. We had a dry spring last year and that really increased our usage again. We have a new residential community going in this year so there is likely going to be sod going in and a lot of water consumption again. We are expecting at least in the neighborhood for consumption to be up again. Consumption is one variable, but the other variable is how much capital improvements we get done. Next year we have \$7.5 million in capital improvements scheduled with \$9.5 million in the fund, so that is the large decreasing fund balance. Interest income is almost like a rate increase with the 5% short-term interest rate these days. The other factor is the DuPage Water Commission (DWC) since they are projecting to raise their rates another 3.4% this summer. We do have a big balance so we are planning to hold off this year and continue to review rates next year.

Chairman LaPorte asked Mr. Dowden to go into the capital projects and elaborate a little on why we have to raise the rate periodically.

Mr. Dowden stated the big factor for the sewer fund is the wastewater treatment plan bonds that will need to start being paid in the fall. The Devon Force Main was also financed by debt. It is the level of debt service payments that are driving the rates in the future.

Ms. Schumacher stated we do not have an automatic increase because it allows the board to review these things and pay attention to the variables. Each year plans change, consumption changes, etc. so we should do our due diligence on it to make sure we are right sizing those rate increases.

Chairman Gunsteen asked about the water main replacement and how it's multiple millions one year then a couple of hundred thousand the next and back up. He asked if there was a way to even those costs out.

Public Works Director Dan Dinges stated the project we are currently designing is the water main on North Ave. and Oak. We are doing that in anticipation of receiving STP funds for resurfacing. We have



VILLAGE OF BARTLETT COMMITTEE MINUTES February 20, 2024

the funding secured for North Ave. We will be doing that next year. We have applied for Oak to receive funding, but we are not sure if it will match up and we will decide if we want to do Oak next year or push it back. As far as the large amount and smaller amount, we are trying to do water main one year and a road program the following year. It is making capital budgeting a little different. It helps our engineer because we can design the water main project in one year then the road program the next.

Chairman Gunsteen asked if the \$3.6 million included the resurfacing or not.

Mr. Dinges stated no, the MFT side of things will show the work for North Ave. and Oak in the summer of 2025.

Chairman Gunsteen confirmed if the 2026 project will be more water main.

Mr. Dinges stated it would be. We have not finalized if it would be in the downtown area or if we would be filling gaps where we are having fire flow issues or problems.

Chairman Gunsteen stated that is a big impact for one year and tough to balance.

Mr. Dinges stated that is why we try to keep that reserve higher so you can work your way down.

Chairman Hopkins stated DWC is raising our rates 3.4% in the middle of the year, and asked if we will raise rates next year.

Mr. Dowden stated that is just one factor we will be looking at.

Chairman Hopkins asked if it's a possibility that we do not raise rates next year.

Mr. Dowden stated they are raising their rates this year and we are keeping ours flat. That will not be able to continue to work at some point.

Chairman Gunsteen asked if he knows how much of our income that will take away from the village.

President Wallace stated you are asking him loaded questions. He cannot answer whether we are going to raise rates if we do not know what interest rates will be or what capital improvements we will have, etc.

Mr. Dowden stated yes there are a lot of factors. Right now, we have a \$9.5 million dollar balance, and we will be working that down.

2. Proposed Operating Budget Review Presentation

Chairman LaPorte introduced the item.

President Wallace stated this is high level right now, we will have the chance to chop this up in March.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
February 20, 2024**

Mr. Dowden presented the attached presentation.

Chairman Gandsey asked about the 22% decrease in TIF revenue from '22 to '23.

Mr. Dowden stated that is due to the IEPA loans and bond issuances.

President Wallace stated it was at \$95 million last year because of the bonds we took out and the TIF.

Mr. Dowden stated in governmental accounting, a loan is considered revenue.

Regarding the two large dump trucks that were ordered the prior year and two more that were ordered this year that still have not been received, Chairman Hopkins asked when we know we will get them and if we can switch brands.

Mr. Dinges stated they are all the same; nobody can get trucks right now.

Chairman LaPorte stated 83% of our revenue is from other taxes and 17% is from property tax. He thinks it's important to show that not all of our funding comes from the backs of our homeowners.

5. ADJOURNMENT

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

ROLL CALL VOTE TO ADJOURN

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

The meeting was adjourned at 8:38 p.m.



Samuel Hughes
Deputy Village Clerk

**a5 Branding
& Digital**

Bartlett Community Identity: Engagement Results

January 9, 2024

Goals

- Lay the foundation for a multi-year Village marketing campaign with limited, planned content updates throughout the next several years.
- Promote Bartlett as a regional shopping, dining and recreational destination in the northwest suburbs.
- Increase regional awareness of Bartlett businesses and restaurants, with a focus on broadening its reach beyond Bartlett residents.
- Enhance the Village's social media presence and increase overall social media engagement.

Goals

- Produce branded advertising content that the Village can reuse beyond the scope of the campaign to continue to promote the Village.
- Design updated marketing tools to be utilized at trade shows and local business events.
- Promote Bartlett to prospective developers & businesses including those seeking additional locations.

Goals: Year 1

Outreach and Engagement/ Familiarization

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

Campaign Concept Development

Using what we learned in the outreach and engagement, we would develop and present at least three campaign concepts that meld visuals — a logo, logotype, etc. — with themes and words that capture and convey the energy of Bartlett.

Photography

For year one, a5 proposes to conduct one half-day of photography with the Village of Bartlett.

Goals: Years Two & Three

Video Production

Produce multiple videos with a maximum of one minute in length promoting tourism to the Village & Bartlett businesses in general.

Development of Marketing Tools

Email templates, rollup banners, rack cards, posters, etc.

Social Media/Digital Media Asset Creation

Produce digital media marketing campaign, coordinate social media-driven campaign with cross-promotion via Facebook, LinkedIn, Twitter and Instagram.

Ongoing Account Management

Continued evaluation and recommendations (social, SEO, web content).

Outreach & Engagement

Outreach & Engagement

a5 conducted engagement and outreach with different groups in a variety of ways:

- Email survey to groups
- Email survey to residents
- Social media, app and website outreach
- Individual/group interviews

1,022 total surveys were collected.

Outreach & Engagement: Meetings/Interviews

- Economic Development Committee
- Village Board
- Village Department Heads
- Pam Rohleder, Village History Museum
- Karolyn Wessel & Mallory Untch, Bartlett Library
- Terry, Spin Doctors Bike Shop

Outreach & Engagement: Surveys - Village

- Village app (184)
- “Trending Now” newsletter (16)
- Village social media (259)
- Village website (4)
- Village Hall staff (31)
- Village business contact list (5)

Outreach & Engagement: Surveys - Community

- U46 staff, parents, students (Bartlett schools only)
 - Staff = 82
 - Parents = 226
 - Students = 30
- Chamber of Commerce (46)
- Lions Club (2)
- Faith Leaders (4)
- BAPS Community (55)
- Library newsletter recipients (31)
- National Night Out (47)

**What We Heard:
Meetings/Interviews**

Describe Bartlett in one to two words:

- Generational
- Safe
- Values
- Grounded
- Chosen Town
- Little City
- Well-Rounded
- Resilient
- Welcoming
- Community
- Supportive
- Great Town
- Home
- Connected
- Partnerships
- Oasis

What is special about Bartlett?

- Diverse and older architecture
- Feels like a walkable, charming community
- Lots of community activities
- Partnerships among all the Village entities
- No large highway or main road through the Village
- Still has small town feel
- Bike paths, parks and open spaces

What is special about Bartlett?

- Services provided by the Village
- Police Department - present and responsive
- Civic groups - involved and active
- Residents have similar values
- People respect each other and the community as a whole
- Community events - 4th of July, National Night Out, Cocoa Crawl
- Some Village history is tied to national events

What We Heard:

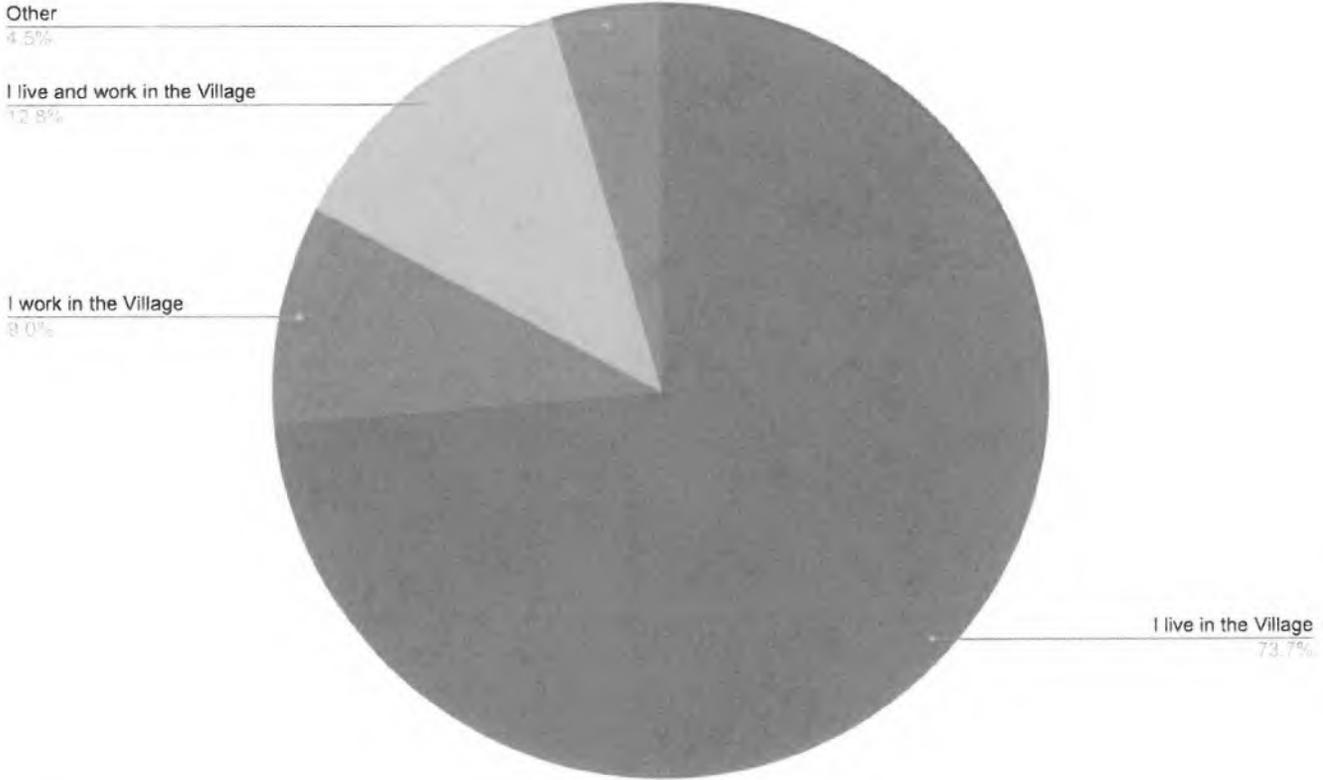
- The civic groups–Lions Club/Rotary/Women’s Club/Historical Society–make the town.
- The town has grown with me.
- It is safe here and the statistics match the feeling.
- People choose to stay because of the small-town feel.
- Sports bring exposure to the town and businesses.
- Property values are growing due to the engaged, diverse community.
- “Mindful Sustainable Growth”.
- Be strategic about commercial development on the west side.
- Part of the branding needs to focus on the features of the Village that draw residents and businesses.

What We Heard - Challenges:

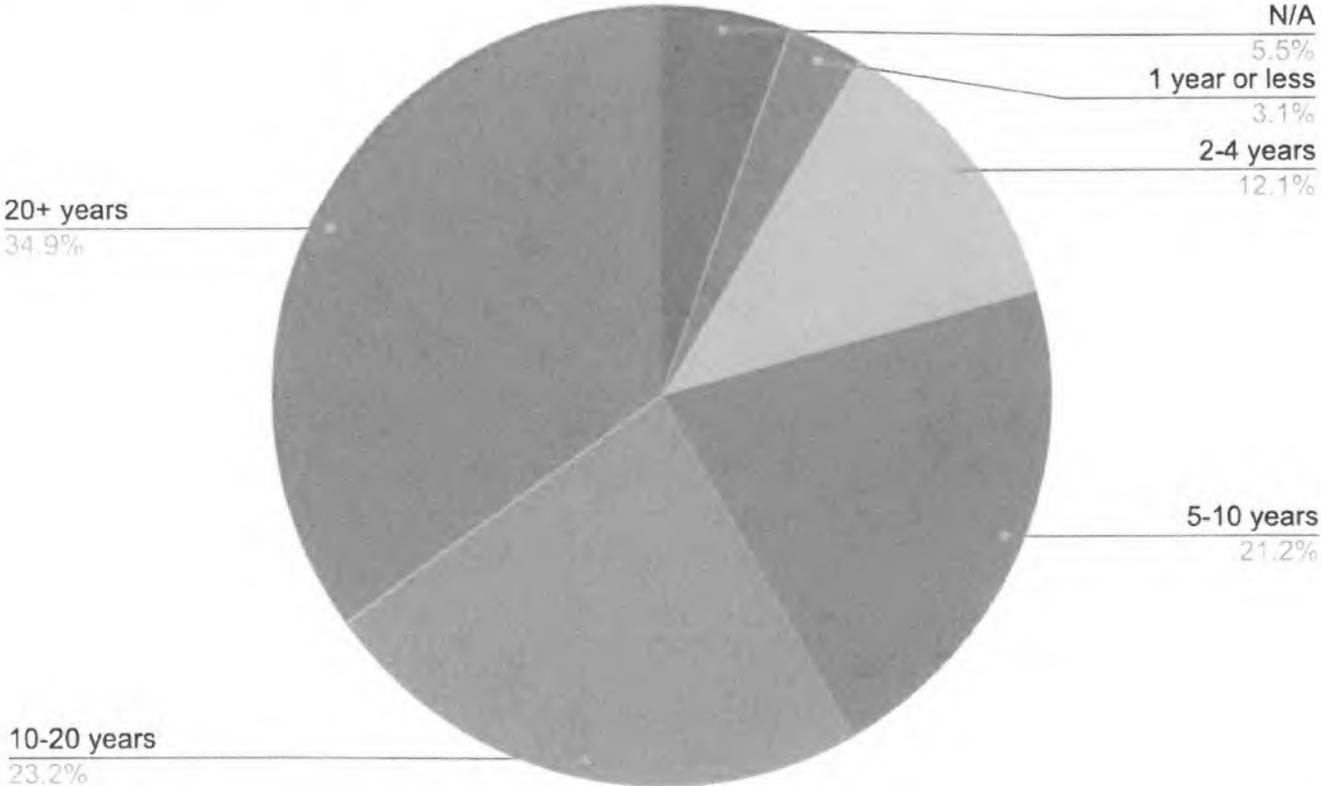
- The train company merger has increased train traffic
- Maintaining momentum
- Staying flexible with the growth
- Trying to keep the community livable
- Evolve with the trends and demographic changes of the residents
- Maintaining infrastructure so older residents can “age in place”
- Population age is increasing
- Managing the TIF
- U46 reputation

What We Learned: Surveys

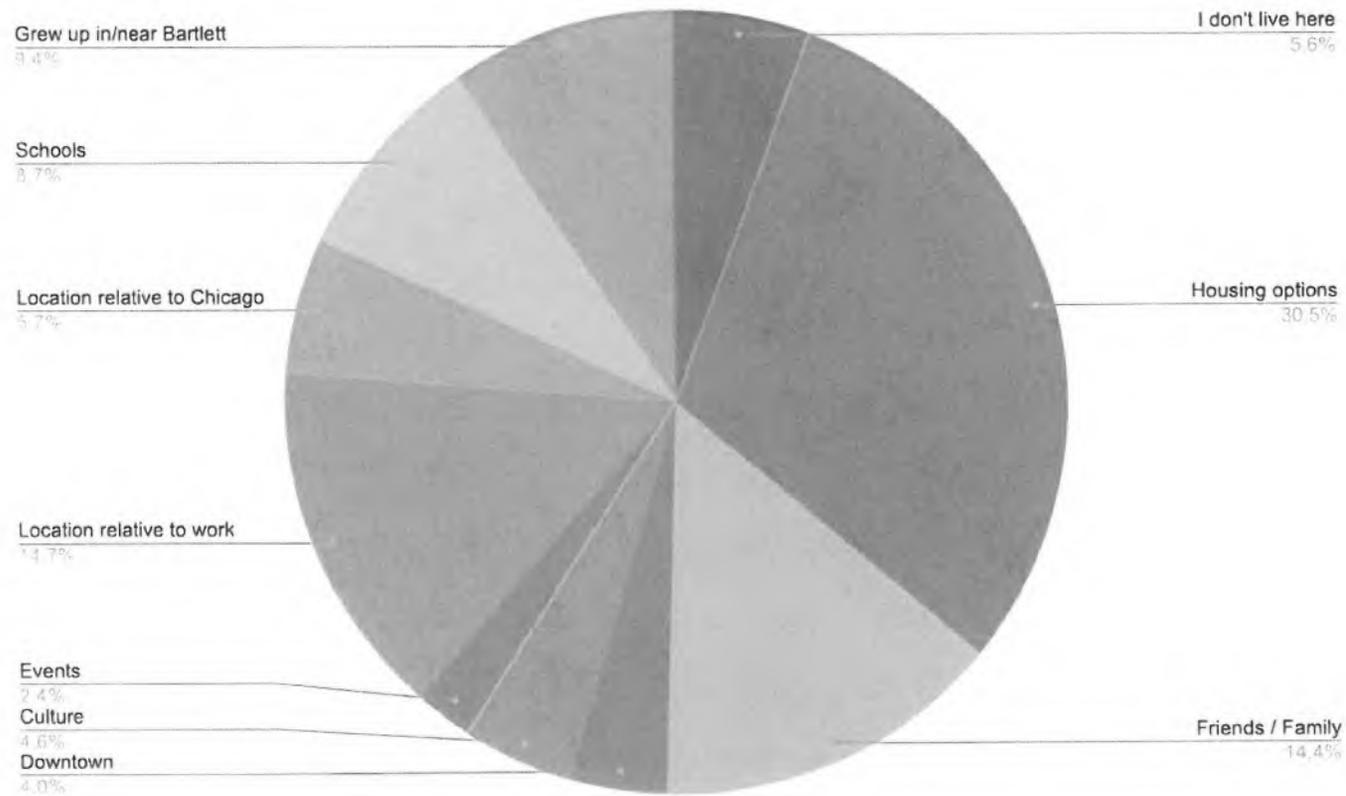
How are you involved with the Village of Bartlett?



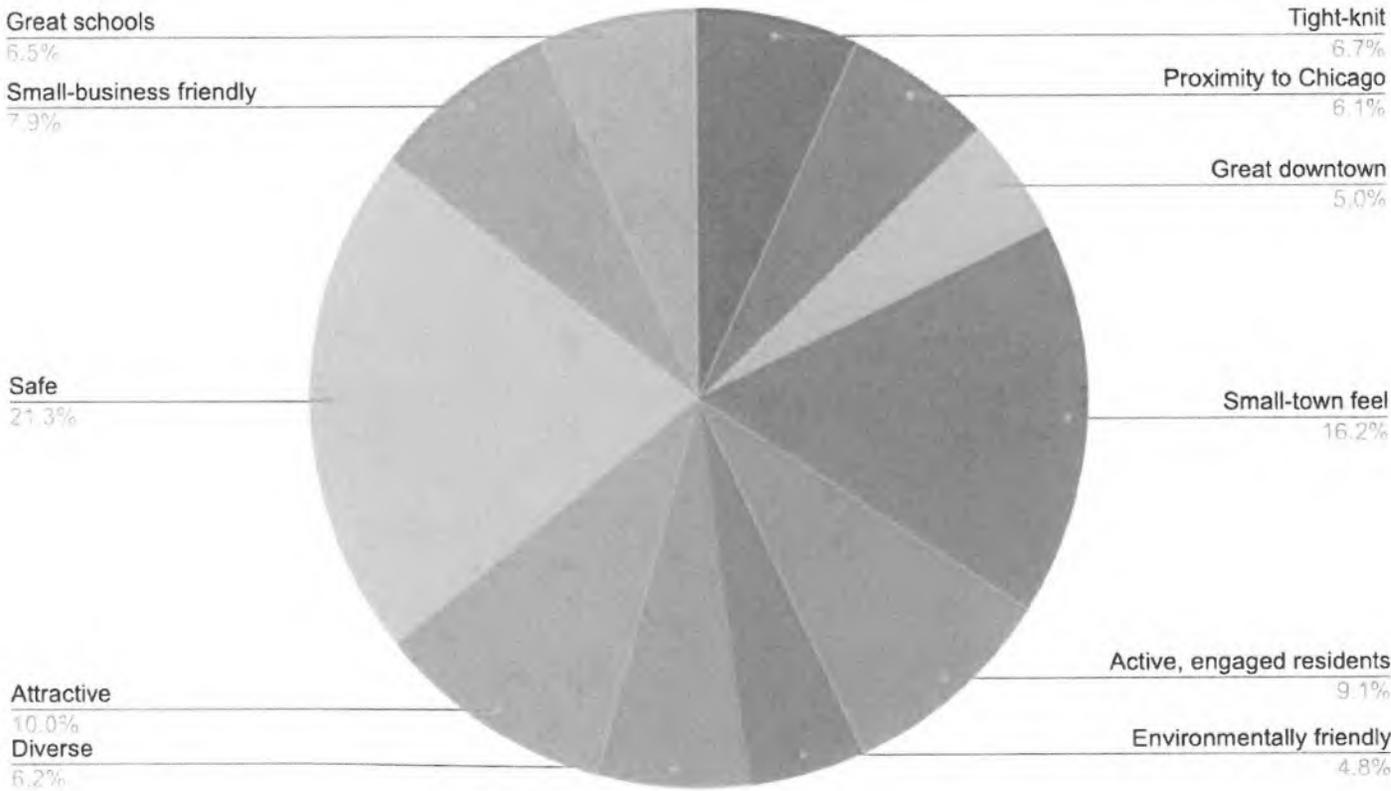
If you live in Bartlett, how long have you lived in the Village?



Why did you move to Bartlett?



Check all descriptions that apply to Bartlett's community identity.



If you have friends or family come to town, what do you show them and where do you take them?

- Downtown (64)
- Local restaurants (58)
- BAPS (55)
- “Pate” Philip State Park / Bike paths (46)
- Out of town (Chicago, St. Charles, Geneva, Naperville) - (46)
- MORE Brewing (30)
- TL’s (20)
- Banbury Fair (13)
- 120 Live (12)
- 4th of July events
- 2Toots

If you have friends or family come to town, what do you show them and where do you take them?

- Arts in Bartlett.
- Villa Olivia.
- Park District.
- One of the Village events.
- We do not have anything in Bartlett. Our community is nice, but lacks fun places to show visitors. We have maybe three sit-down restaurants and it lacks family entertainment. We are primarily industrial, with fast food restaurants, lacking quality restaurants and very little commercial shopping worthy of a visit.
- I show them the office that I own and take them to the restaurants and bars that I am friendly with. We will watch youth sports at Koehler, Ruzicka or the local high schools. For nice meals we go to TL's or Tokyo Steakhouse.

If you have friends or family come to town, what do you show them and where do you take them?

- Downtown Wheaton or St. Charles. Next time we'll try MORE Brewing now that it's there.
- Show them the downtown area as we pass through to go to downtown Barrington as that has more to offer.
- Wish the downtown area was similar to the Wheaton area. We need more businesses, restaurants to fill the downtown area and become a place to walk around and hangout with family for all months in the year. I love the new addition of MORE Brewing but we need to attract more businesses.
- Nothing in Bartlett. There's nothing here and everything closes early. This is a town for old people. We always have to go to Elgin or St. Charles.
- We go to the restaurants, downtown area. Downtown could use a couple of small shops like downtown Geneva.

If you have friends or family come to town, what do you show them and where do you take them?

- Downtown area. We often visit the restaurants (Le P'tit, MORE, TL's, V&V, 120 Live, and Rebecca's Cupcakes). Also, we enjoy hiking in Hawk Hollow Forest Preserve.
- Downtown. BAPS.
- Starting to take them downtown as it is finally starting to be something.
- I show them the parks and walking trails. We might visit a local restaurant.

How would you like Bartlett to be perceived?

- Safe. (207)
- Small-town feel. (81)
- Small-town feel, with big-city entertainment.
- A safe, friendly community to raise your family.
- Bartlett is a beautiful place, but for some reason, not a lot of people connect the dots that Bartlett is on the map.
- Diverse and accepting of all cultures.

How would you like Bartlett to be perceived?

- Upscale, with great dining and shopping.
- Safe town, great schools and a lot to offer.
- Small-town feel but modern.
- Safe, engaged, positive.
- Place for families to grow.
- Great place to live and do business.
- Friendly, nice. Forest-preserve areas, good restaurants and entertainment.
- Sought-out suburban community.

How would you like Bartlett to be perceived?

- As a fun place to hang out, with a lively nightlife and restaurant options.
- Family and business-friendly, safe.
- Upcoming, lively, vibrant downtown, safe neighborhood, friendly and walkable to stores and restaurants.
- Progressive.
- Unique.
- Fun, welcoming place to go with a small-town feel, like Geneva or St. Charles.
- Small town but diverse and inclusive; working/middle-class environment.
- Welcoming, progressive city that has easy access to Chicago.
- Small town but diverse and inclusive; working/middle class environment.

How would you like Bartlett to be perceived?

- I want Bartlett to be perceived as it currently is, a bit small-town with a suburban size. It'd be possible to develop the 59 corridor commercially and return the small-town family friendly vibe east of 59.
- Family friendly, quaint, walkable.
- Safe town, family friendly and financially stable.
- Friendly; small-town feel; lots of good restaurants/bars; a great place to live.
- As a town that is known for great entertainment and dining options.
- Would like it to be perceived as a safe and friendly community with AFFORDABLE places to eat.
- More active, walking downtown with variety of ethnic foods and restaurants.
- A great place to visit with many choices for people so there's a reason to come.

How would you like Bartlett to be perceived?

- Small town, but innovative and unique like having a European-style pedestrian friendly downtown and very safe/low crime - a great place to raise a family.
- Small, urban town with walkable downtown.
- Small town with a nice downtown, with great restaurants and shops. Bars and dining options in close proximity to downtown near the Metra so others want to come to Bartlett.
- One of the safest towns in Illinois.
- All of the items I checked, small-business friendly, engaged residents, safe, tight-knit and also I wish it was more diverse, more environmentally friendly. I think towns like this especially misunderstand what diversity really means and looks like, however well intended.
- Small town, friendly, lots of small businesses downtown.
- Great small town with a vibrant downtown and great community events.

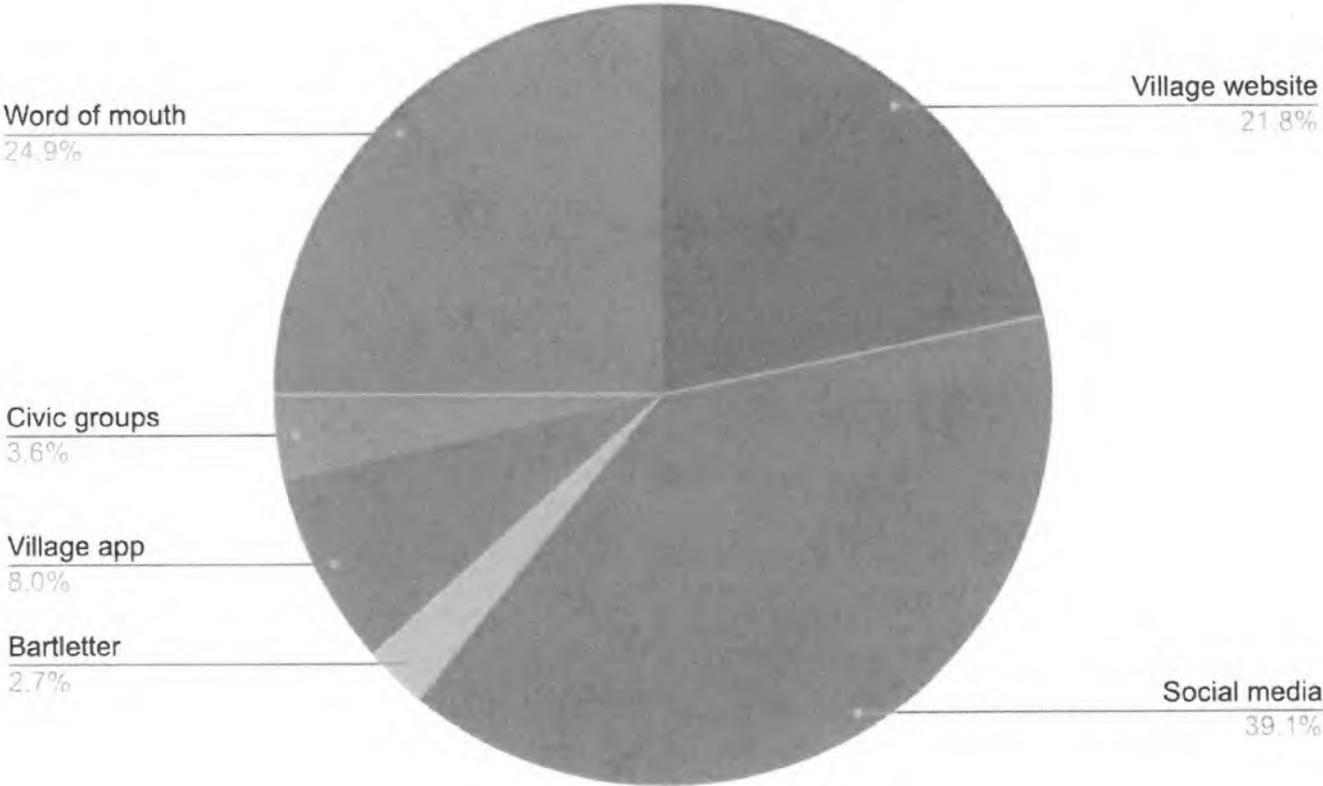
How would you like Bartlett to be perceived?

- Safe, clean, friendly to all political parties, supports local business, works hard to help citizens with solar energy and other energies that help our environment, does projects to make our environment safe and clean for animals & people, clean waterways and good natural places for us to explore and enjoy.
- Diverse, smaller town with a good governing body that has the best interests of the residents in mind. We are growing due to our trustees that are always looking to bring new companies into our town. But not letting things get out of control.
- Great small town with a nice downtown that attracts people to amazing shops, restaurants and bars. Easily accessible from other towns.
- I would like it to be perceived as a safe, small town with a diverse population and easy access to Chicago (via train).

How would you like Bartlett to be perceived?

- As having an awesome downtown area. I feel that it's slowly being updated (MORE Brewing, The Boss' Signature, etc.) and it needs more updates to the older buildings and could build downtown condos/apartments similar to what Glen Ellyn, Elgin, Naperville, Wheaton, etc. have done. And a parking garage would be helpful too, for community events b/c there's never any parking and the local residents get angry when people park on their streets. Also needs more new restaurants with better menus, different kinds of foods, etc.
- Small town feel but knowing there are 40,000 people. Hopefully more new restaurants will open to keep residents in town to eat instead of going to other nearby towns for dinner.
- Charming hub for variety of restaurants, walkable town for living essentials, welcoming, safe, good variety of community events, diverse.

How do you get information on events and other happenings in Bartlett?



What is your favorite thing about Bartlett?

- Safe. (128)
- Small-town feel. (82)
- People. (64)
- Downtown. (33)
- I do like the engagement from the Police and Fire Department with the open house & willingness to chat when I see them around. I also appreciate the 4th of July Special Needs Day. We have a child in a wheelchair and him being able to attend with less crowds has been awesome.
- Walkability.
- Location and schools.
- Bartlett gives off the typical 'homey' feeling.
- Longevity of the people I know that live here.

What is your favorite thing about Bartlett?

- Lots of wonderful residents who are friendly. The Police Department is great.
- We just like most everything about Bartlett. It is home. Great Fire Department, great Police Department, etc.
- I love that it has a small-town feel but still centrally located to many other great villages (St. Charles, Geneva, Batavia, Wayne) plus all the great forest preserves.
- I like the fact that the Village is a safe and generally friendly place to live. I like the diversity of the residents. The trail system is something I often use.
- It used to have the small-town feeling. We moved here in 1995. But now it has grown so much, especially on the west side of Route 59. We kind of lost that small-town feeling. It feels more like a small city now and less like a Village.
- Relationships built through kids sports with other families.

What is your favorite thing about Bartlett?

- Location: we see herons, hawks, ducks fly behind our house, we have fox, coyote, skunks, turtles, raccoons, rabbits visit our back yard and field throughout the year – it's like a nature show. I love to see the horses and barn on Bartlett Road as I drive downtown. Our library is great, community center is great, we even have a food-allergy safe bakery! Train station is pretty, great little museum. Police are fast responders and are amazing, so is our fire department. We are small, yet big enough.
- Park District.
- Events.
- It's in the middle of everything.
- You care about your residents and what is important to us. You work hard to communicate with us as well. It's a beautiful, friendly community.
- Close to transportation, there seems to be good efforts to bring in new businesses.

What is your favorite thing about Bartlett?

- The Facebook posts. Whoever is making the funny posts needs a raise!
- Close-knit groups.
- I grew up in Palatine and my husband in Des Plaines, so we love the train-town aspect. Our kids had a good education in U46 and we love the little street we live on because we are close to the Bartlett Community Center and Apple Orchard Golf Course.
- Just enough separation from busy roads so the downtown area isn't too congested, most amenities are walkable. Close to nature preserves. Good schools for my kids.
- I feel good here, every place has its issues. I just feel like our police department takes a no-nonsense approach to crime. They patrol and keep the ever-growing crime of Chicago out of Bartlett. We need to continue that and never back down. Our police, fire and community leaders are top notch!

What businesses would you like to see come to Bartlett?

- Additional, more diverse, ethnic, sit-down restaurants (116)
- Trader Joe's (64)
- Additional grocery stores - primarily west & south (53)
- Boutique/smaller shops downtown (45)
- Bakery/Coffee Shop (43)
- Movie Theater (15)
- Target (8)

What businesses would you like to see come to Bartlett?

- Less gambling places!
- Experience-oriented businesses; escape room, axe throwing, etc.
- Downtown needs further development. Nice to see Bartlett Plaza taking off. Aldi was a great idea too. MORE Brewing is awesome. Good seeds planted. Would love to see the land parcel next to the train parking lot develop with Class A apartments and ground-level retail. How about a nice independent coffee shop in downtown?
- Office Max with all the businesses in Brewster Creek.
- Bars, more known food options, bakeries, coffee shops, lunch spots.
- What we need is more fun places for all ages to have fun. We only have the bowling alley but little ones can't bowl. Maybe a fun, indoor activity center for kids. Example: Indoor miniature golf, bounce place and more places like this.

What businesses would you like to see come to Bartlett?

- More restaurants and bars that are open late. There is currently only one that is open late and it would be great to offer more of a night life for adults in their 40's and older.
- More shops downtown and less things like insurance companies.
- Trader Joe's, plant nursery, bakery (breads, pies, donuts and simple cookies) and an animal shelter, also, a theater like the Schaumburg 's Prairie Center.
- More grocery stores west of Route 59 is the most important. Lots of new houses there with nothing nearby.
- I am glad to see Aldi coming, as I think another grocery store was a big priority. Perhaps more restaurants downtown that are larger in scale, with a nice outdoor seating venue. More indoor training facilities, both for the children in sports but also for adults who want more access than perhaps the community center provides for adult leagues.

What businesses would you like to see come to Bartlett?

- Grocery store like Woodman's to compete with Jewel to lower their outrageous prices. Not a fan of Aldi. A hot dog stand since all three have closed recently.
- For years I have begged Trader Joe's to come but it looks like they sent Aldi instead, I'll take it, but if we could get a Trader Joe's; that would make my life complete. :) Allergy-friendly ice cream shop would be incredible. Shoe store-like a local, mom/pop shop. Resale shop-small mom/pop shop.
- Ones that do not support possible illegal practices and ones that are environmentally friendly. I'm not saying let's go "GREEN" just save what we have.
- Very excited about getting a grocery store in downtown Bartlett (especially Aldi!). That was the main missing piece.
- Aldi was the missing piece. We needed a grocery store near downtown.

What events would you like to see come to Bartlett?

- Concerts/live music
- Concerts in the park
- Bigger farmers market
- Park clean-ups
- Large book fair
- “The Taste of Bartlett” with music
- More winter and fall festivities
- Bike race
- Family-g geared events that allow involvement of small businesses

What events would you like to see come to Bartlett?

- Movies in the park.
- Celebration of tolerance and diversity.
- 5k race.
- Theater productions.
- Nothing - there is plenty already.
- More winter activities (lights, sleigh/carriage rides, ice skating).
- BBQ Competition in summer, Veterans/ Memorial Day celebrations or parades downtown.
- Perhaps more events with ADA-needs as a focus. Can we do a Halloween event or Easter Egg Hunt that allows for wheelchairs and other needs?
- More winter and fall festivities.

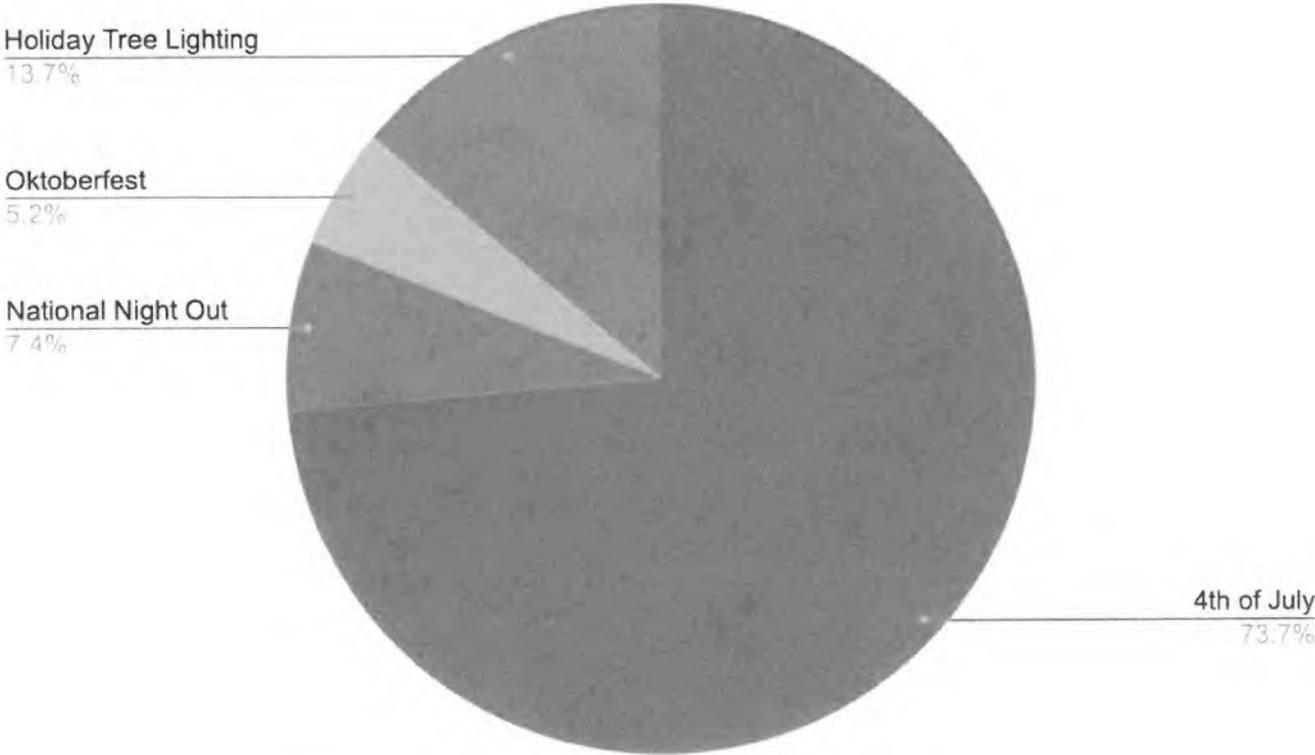
What events would you like to see come to Bartlett?

- Comedians, musicians, outdoor-music concerts on a smaller scale than the 4th of July, folk-Irish-blues-classical. Shakespeare in the park – like Ravinia. Green Events – environmental awareness/education.
- Concerts. Maybe we need a space and "band" shelter. Other than that, I feel our trustees have villagers safety and prosperity in mind.
- Concerts like Concerts in the Park in Cantigny.
- Ravinia-style concerts in the park.
- Bring back the annual Arts in Bartlett art fair. Would love a Blues Fest–most of the bands at our fests are pop/rock.

What events would you like to see come to Bartlett?

- An anti-litter campaign. Make it cool to pick up trash to Keep Bartlett Beautiful. Possibly make it a community-service project for civic groups. Supply litter bags around town. Raise consciousness/awareness. Wish they had built a band shell rather than a gazebo in Bartlett Park way back when. The existing gazebo is neither fish nor fowl... too big to be a charming, intimate gazebo but not conducive as a performing space either. If a band shell were there, the park would be a good space for a summer-music series. Perhaps there would be a way to modify the existing gazebo to make it more of a bandshell.
- Concert area for more summer outdoor music like Rosemont has 8-10 concerts a year with an itinerary so we can plan ahead.

What is your favorite community event?



Any other feedback about the Village that you'd like to share?

- The Village Board is high functioning and seeks input from residents. I appreciate the challenge of managing the finances to be conscientious and yet progressive. Kudos for effectively managing the TIF at Brewster Creek as this long-term view has benefited the community.
- Need to improve walking paths, biking paths and make town safer for kids to ride their bikes. Town does not have fully connected walking and biking paths. 59 splits in multiple locations making it difficult to walk to Target in Streamwood, walking to Stearns from Bartlett Rd.
- Thank you all for asking! It's too bad our Village is in an awful school district, especially for families with special-needs children. This is the only thing that I can think of that is wrong with Bartlett—and that's not Bartlett's fault.

Any other feedback about the Village that you'd like to share?

- The Village of Bartlett seems it doesn't care about the west side of Bartlett (across 59). We have no walking paths, bike paths near Amber Grove. Ever since that business park went in, there are so many semi trucks, gravel trucks speeding down Naperville Road. Maybe the Village should take control of Naperville Road from the Cook County highway department.
- I appreciate the communication in Bartlett, the friendliness of the police department and business like Le P'tit, Banbury Fair, The Boss's Signature, the library, Ace Hardware, the Lions Club, O'Hare's, Cherry on Top, McMae's Tavern... all businesses.
- There is no real defined downtown area. There's the Midway bowling area, then the downtown train area. Needs more stores to draw you into that area. Similar to Geneva, Naperville, Batavia areas.

Any other feedback about the Village that you'd like to share?

- Love that there are girls-softball seasons twice a year (fall & spring). Also love the softball clinics they do in winter to keep the kids engaged in sports. I love the outdoor pool but the indoor pool/hot tub/locker rooms desperately need remodeling. The design of the indoor pool is poor and too small. Having a water slide that ends up in the kids/toddler pool is not a good idea. It should end in the big, adult pool. The adult pool is too small. Should have more of an indoor waterpark feel with a lazy river, more than one water slide, etc. Hot tub is in poor condition (rusting, grout missing, etc.). Locker rooms are dated. Need to be bigger, more changing rooms, showers, etc. Love that Aldi is coming to Bartlett! Thank you!

Please add more downtown parking the way Glen Ellyn and St. Charles did... parking garage would be helpful especially near the train. More/better restaurants/bars like St. Charles and Geneva.

Any other feedback about the Village that you'd like to share?

- I would like to see more hiking/biking options and the safety that would need to come with that.
- This is the best place to live, so good that my son just purchased a house here so we're going to be two generations of happy residents!
- Just keep up the great work!
- It is a great community that I would love to live in, one day.
- Bartlett is a great place to live. I think the demographic is shifting and should be reflected in Bartlett's leadership and businesses we see and offer around town.
- Keep bringing in new things and more businesses to bring down taxes.
- I love living in Bartlett! So happy to see all the new businesses the last few years. The online water bill account could use some help; it never shows my payment history.

Any other feedback about the Village that you'd like to share?

- Make Bartlett more bike- and pedestrian-friendly. Add better markings at street crossings and perhaps flashing lights; the cars never stop for pedestrians at Western and Railroad Avenues. And even with the light at Main and Devon, cars do not yield for pedestrians. Add trails that connect the downtown to Tri-County Park, Pratt Wayne Woods and also along West Bartlett Road, along Route 59. Make it easier to ride bikes downtown and along Railroad Ave. Maybe add bike lanes, currently the path only goes from 59 to Western; bikes should not be riding on sidewalks. Adjust traffic lights to make it easier for pedestrians to cross major streets.
- I think you are aware of what people feel are the main issues. Picking up brush is still an issue. I had one branch that was less than four feet long, out there for weeks. They wouldn't take it, probably because I didn't have the obligatory twine around it. I found another way to dispose. I feel like you are forcing residents to do things they shouldn't because it is too difficult to do the right thing.

Any other feedback about the Village that you'd like to share?

- With inflation and taxes going up, we need to focus on what's important. Population is going to grow with all the new housing but nobody is really thinking ahead on traffic, schools, grocery stores, more amenities west of Route 59 and pushing the state to fix 59.
- The West side of Bartlett gets ignored by the Village. No push for commercial businesses west of Route 59, just more housing. West Bartlett Road, west of Naperville is in horrible shape as is Spaulding, west of the Metra tracks.
- I would just like for Bartlett to be a family-friendly, fun town for people to visit. I think it's family friendly, but wish the schools were rated higher and wish there was more to do here. I think there are businesses trying to make that happen though.

Any other feedback about the Village that you'd like to share?

- It has been wonderful to see Bartlett Plaza reinvigorated! The Village has been doing a great job recruiting new businesses like Aldi and encouraging new restaurants. We love how well maintained the streets are and how well plowed the roads are in winter. Our police department is very active in the community and seen as a positive asset. Overall, very glad to live in Bartlett.
- Good police presence.
- Get teenagers involved.

Any other feedback about the Village that you'd like to share?

- I continue to be concerned about the perception - real or imagined - that the Village of Bartlett does not work effectively with School District U46. I was here during the time there was an effort to disconnect from the school district. This was expensive, unneeded and frankly, stupid. Working together with other taxing districts is essential. Of course, issues need attention and dialog...but working together will benefit the community more than distrust or competition.
- Overall, I'm pleased with all that Bartlett has to offer but the Village appears to be overly child-oriented and doesn't have much to offer adults with older children or adults without children. That's why our all of our grown children moved out to live elsewhere. Truth. We need new condos with modern amenities.
- Thank you for seeking our feedback. I would like that the city include the residents west of 59 in their event and infrastructure planning.

Any other feedback about the Village that you'd like to share?

- We have way too many establishments with slots/gambling. I don't bring my kids to these places as they usually feel more like a bar than a restaurant.
- Have more things to do: movie theatre, live theatre, conventions, get a sports team, amusements, arcades, convention center. Create more things to attract people to generate more revenue for the Village so we can rival the surrounding towns that already have big attractions.
- Great place to live, but very poor for anything else.
- I think the Village has done a great job! Thank you!
- I'm proud of our town and its governance.
- Keep up all the great work! The community is evolving and lots of great things are being added.

Considerations

Considerations: Lean Into Strengths

- Safety
- Diverse tax-base
- Growing downtown
- Outstanding outdoor activity opportunities, i.e. “Pate” Philip Park, Villa Olivia, Bartlett Hills
- Small-town feel
- Strong civic groups
- Community diversity, i.e. BAPS

Considerations: Get Creative with Weaknesses

- Find the bright spots in schools and tell those stories
- Tell stories of locally-owned restaurants and retail
- Promote benefits of Brewster Creek
- Promote family-friendly aspects of the Village to encourage younger people to move to Bartlett
- Use successes of downtown attractions, i.e. MORE Brewing, 120 Live
- Capitalize on smaller events throughout the Village

Considerations: Capitalize on Opportunities

- Aldi helps downtown, fulfills a need
- Unite both sides of the Village by bridging the Route 59 divide
- Focus on being welcoming and inclusive
- Create ownable events that tap into outdoors, downtown, civic group strengths
- Launch TIF to continue to grow Bartlett
- Consider gateway and wayfinding signage to create stronger Village identity
- Be even more bike and pedestrian friendly

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WELCOME

2024/2025

**PROPOSED BUDGET
PRESENTATION**

Village of Bartlett Budget “More Than Just The Numbers”

- **The Budget is a Policy Document**
 - Village Wide - Long Term Financial Policies
 - Village Wide - Non-Financial Goals and Objectives (Strategic Plan)
 - Clearly Stated Goals and Objectives (Departments)

- **The Budget is a Financial Plan**
 - Summarizes Major Revenues and Expenditures
 - Describes Major Revenues
 - Projects Major Changes in Fund Balance

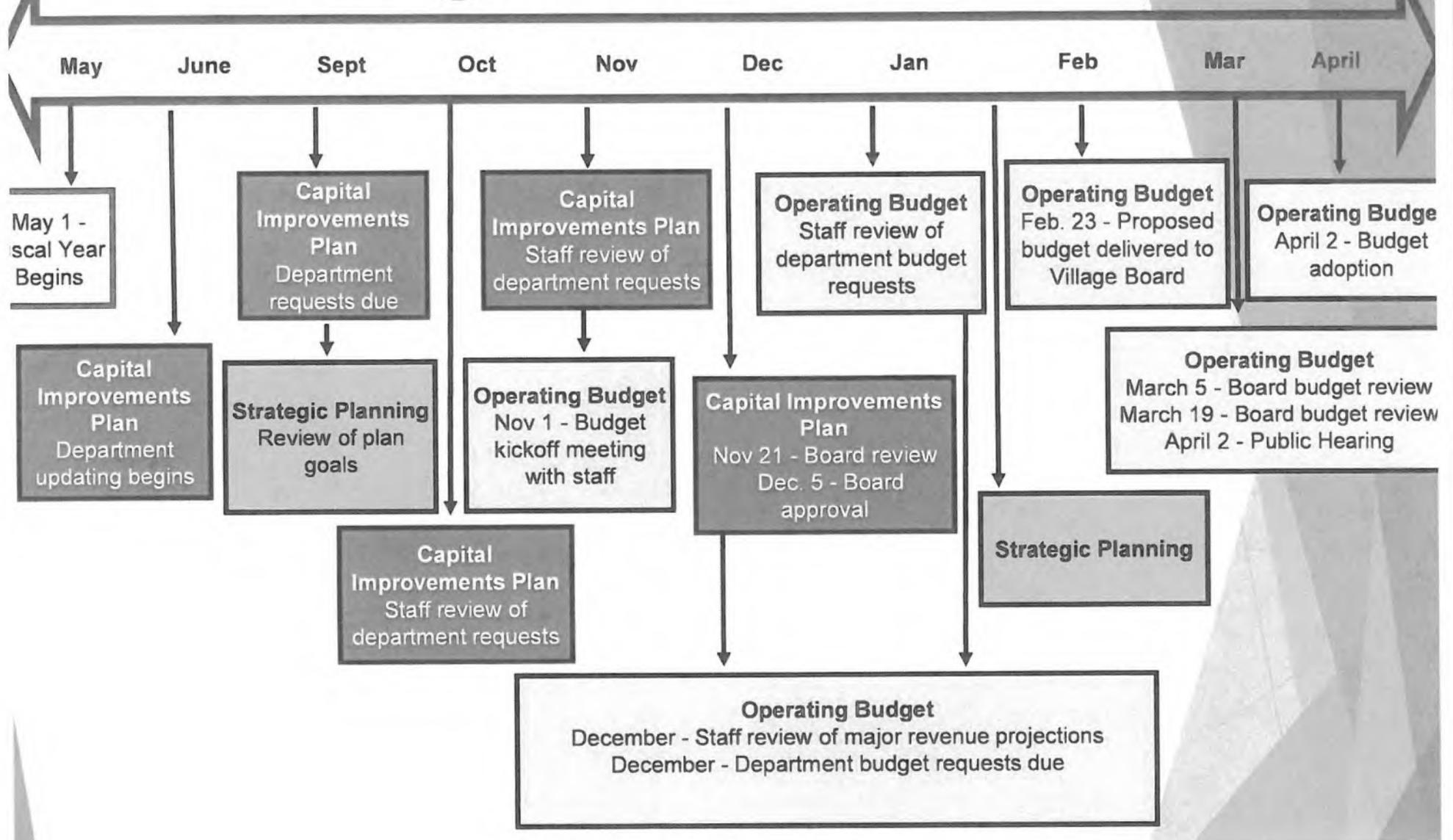
Village of Bartlett Budget

“More Than Just The Numbers”

- **The budget is an operation guide**
 - The budget describes activities, services and function of the village
 - Budget includes an organizational chart
 - Budget includes a personnel summary

- **The budget is a communication device**
 - Defines who develops, prepares, reviews and adopts budget
 - Provides a detailed budget message to board of trustees
 - Defines financial polices (Fund Balance) and long term capital planning (Capital Improvement Plan)
 - Budget includes statistical data to convey long term information to the public

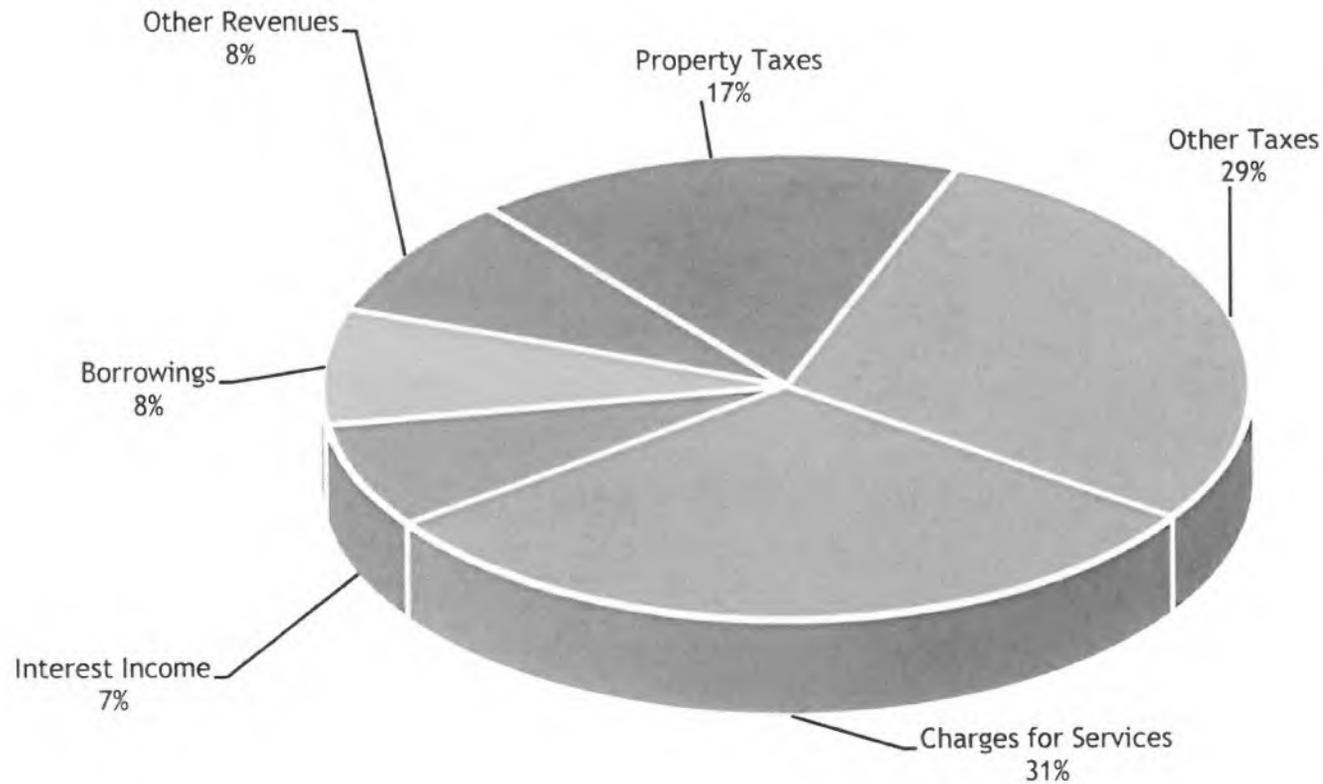
Budget Calendar



- Strategic Planning process
- Operating Budget process
- Capital Budget process

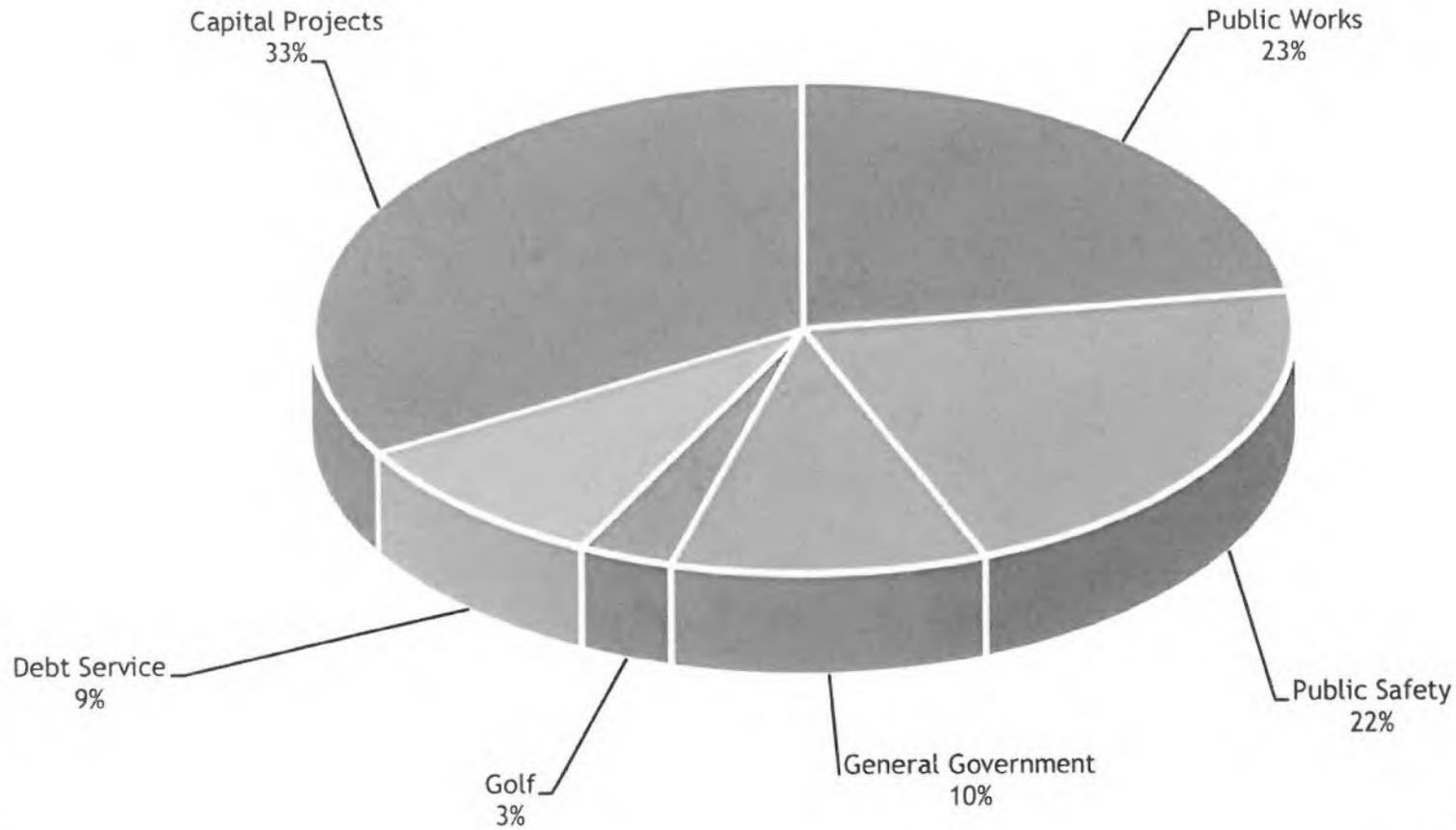
“Where the Money Comes From”

Total Revenue: \$75,296,465

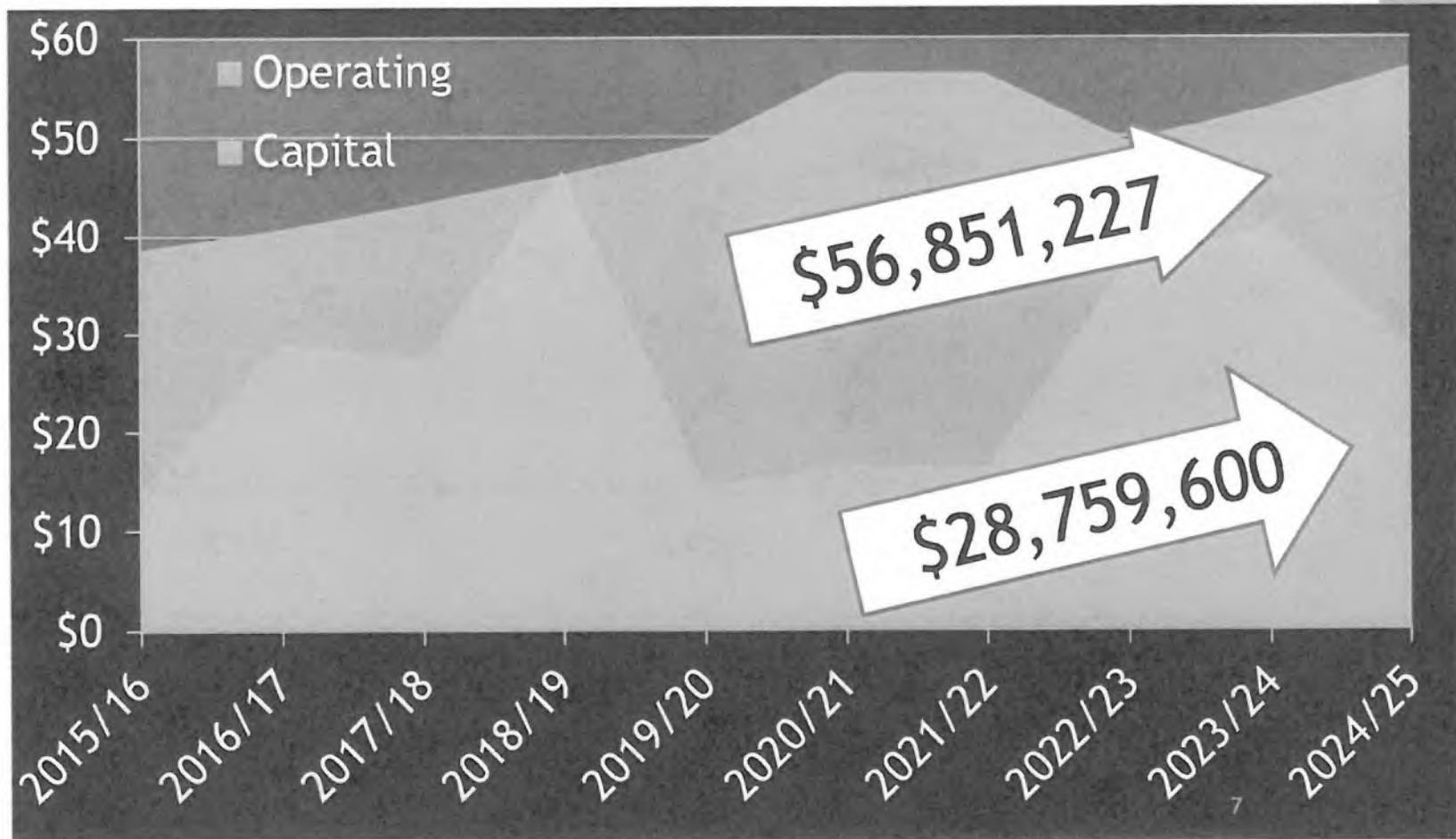


“Where the Money Goes”

Total Expenditures: \$85,610,827



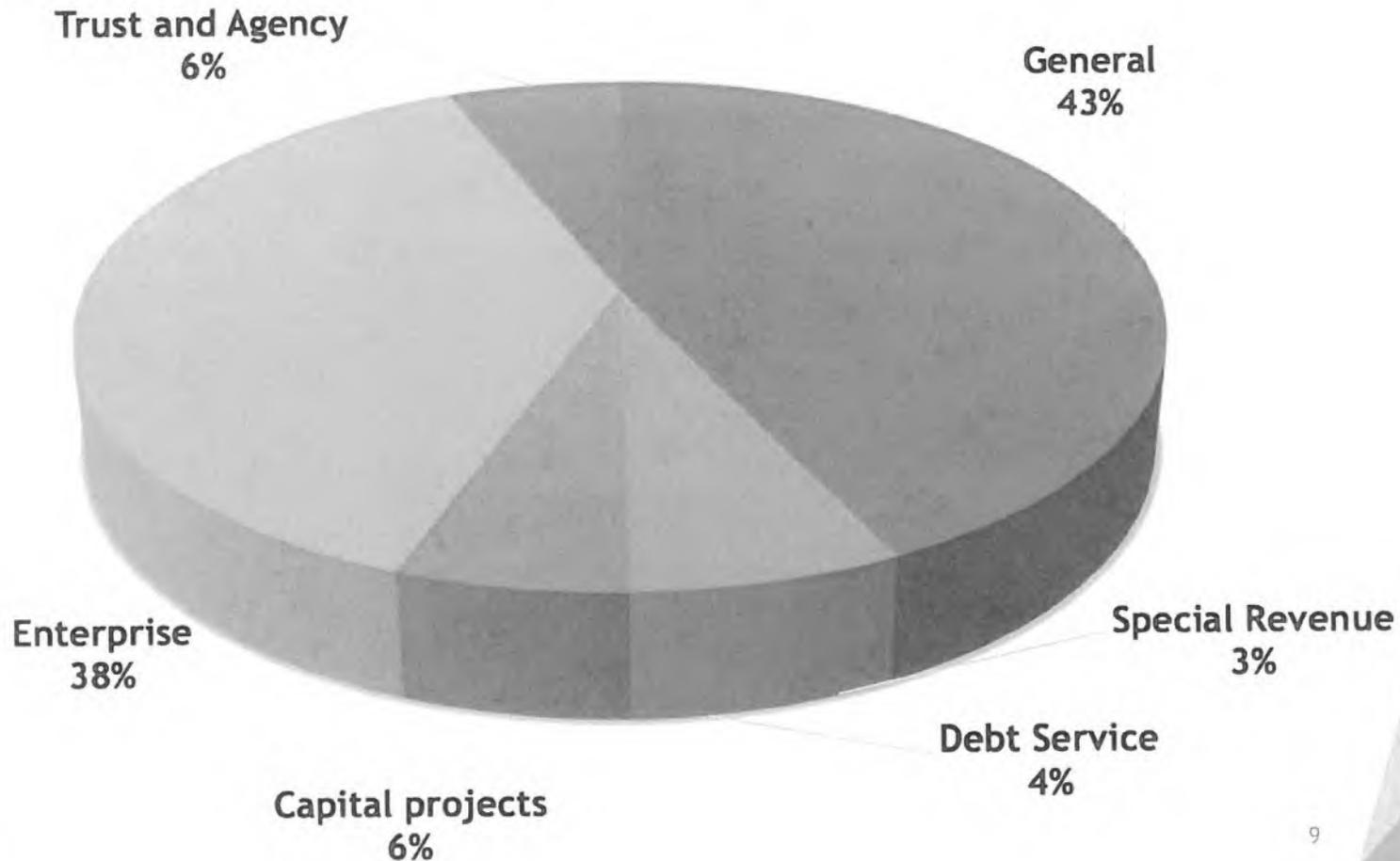
Operating vs. Capital Expenditures



Village of Bartlett FY 2024/25 Revenue Review

Revenue by Fund

Proposed = \$75,296,465 (net of transfers)
22% decrease from 23/24 Budget

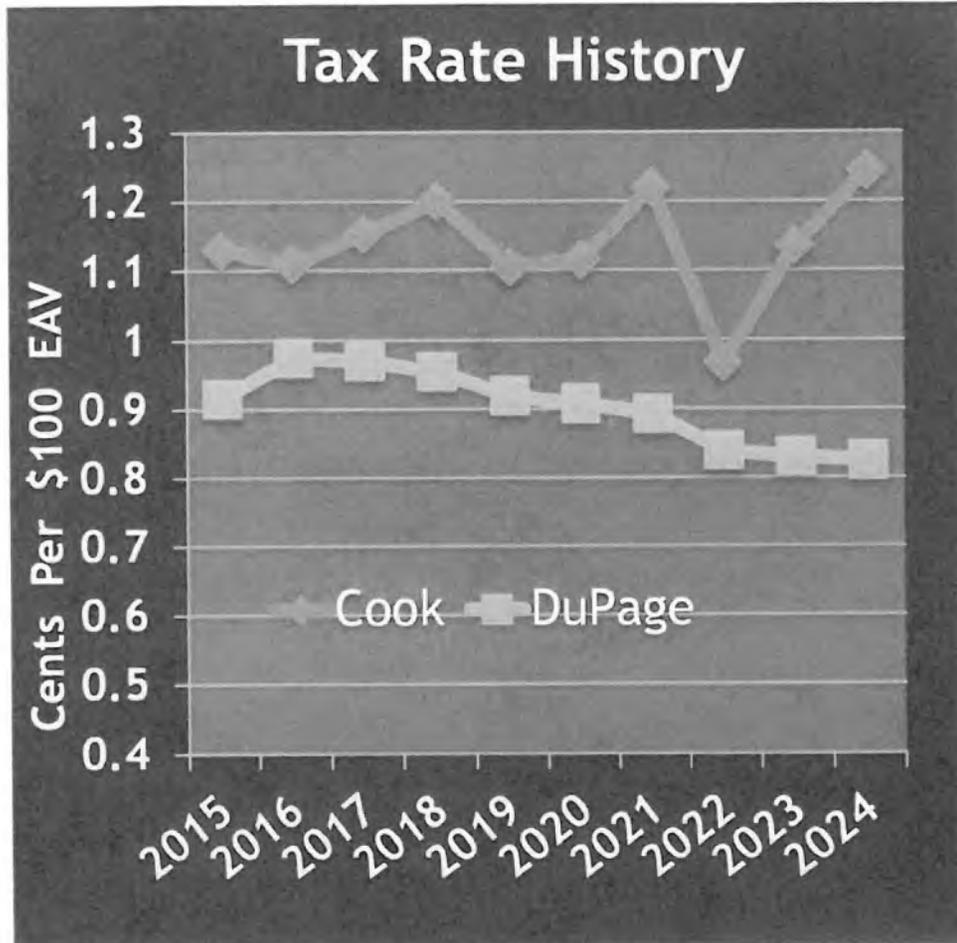


FY 2025 Revenue Review

‡ Property Taxes

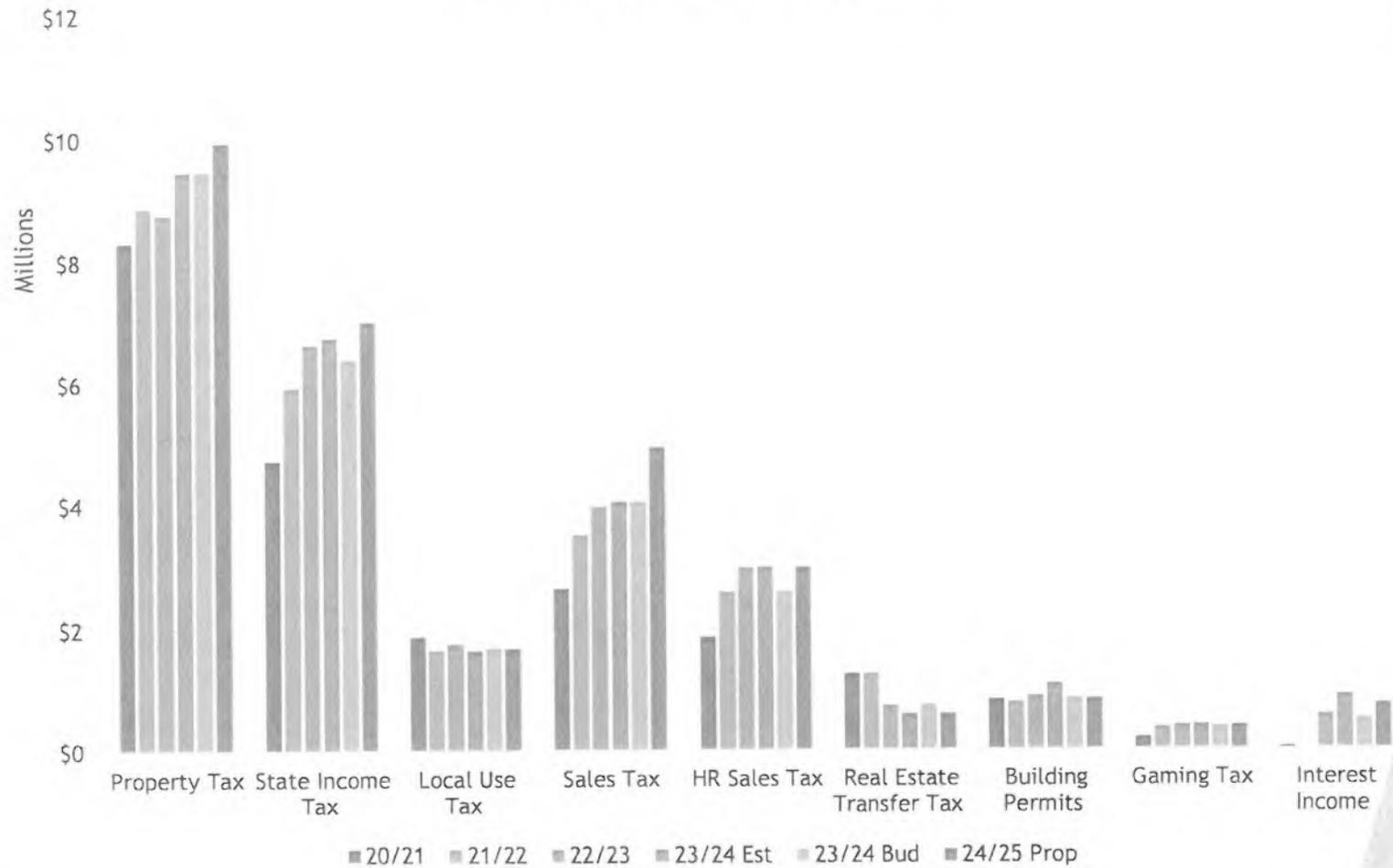
- \$12,870,519
 - 17% of total revenue, 31% of General Fund
 - \$474,000 increase from FY23/24 Budget from increased 2023 Police Pension levy
 - 4% increase from FY23/24 Budget
1. No change to the 2024 General levy after added \$750,000 the prior year to capture taxable value from Brewster Creek TIF closing
 2. 2024 Police Pension contribution is estimated to be about \$3.5 million if no changes are made to the pension laws
 3. Village's share of total property tax has been about 10%
 4. EAV is projected to increase about 2%
 5. Estimated Cook rate = 1.24/\$100 - Estimated DuPage rate = .83/\$100.

Property Tax Rates and EAV



FY 2025 Revenue Review

General Fund Major Revenue



FY 2025 Revenue Review

‡ Other Taxes - Income Tax

- \$7,025,000
- 7% of total revenue, 21% of General Fund
- \$625,000 increase from FY23/24 Budget
- 10% increase from FY23/24 Budget

1. Village receives revenue based on per capita rate and population of 41,105. IML's estimate for FY 2025 = \$171.00 per capita. The FY 2024 estimate was \$350,000 low.
2. The IML is assuming the state doesn't change the LGDF rate.
3. State of Illinois rate is 4.95% and municipalities receive 6.47% of this

FY 2025 Revenue Review

‡ Other Taxes - Local Use Tax

- \$1,700,000
- 2% of total revenue, 5% of General Fund
- No change from FY23/24 Budget

1. Village receives revenue based on per capita rate and population of 41,105. IML latest update = \$42.18
2. Online tax collections are distributed as sales tax starting with January 2021 activity.

FY 2025 Revenue Review

‡ Other Taxes - Sales Tax

- \$4,950,000
 - 6% of total revenue, 15% of General Fund
 - \$900,000 increase from FY23/24 Budget
 - 22% increase from FY23/24 Budget
1. Village receives 1% tax of the 6.25% state rate on purchases made within the village
 2. Sales tax sharing agreements are reflected as expenditures in Administration department's budget entitled "Economic Incentives"
 3. Increase reflects a full year of the new car dealerships and Aldi's. Both businesses have sales tax rebate agreements

FY 2025 Revenue Review

‡ Other Taxes - Home Rule Sales Tax

- \$3,000,000
 - 4% of total revenue, 9% of General Fund
 - \$400,000 increase from FY23/24 Budget
 - 15% increase from FY23/24 Budget
1. Village receives 1% tax on general merchandise purchases made within the village and starting January 2021 on some online purchases delivered to Bartlett
 2. Tax is collected by the state and distributed to the municipalities
 3. The Home Rule tax began July 2018

FY 2025 Revenue Review

‡ Other Taxes - Real Estate Transfer Tax

- \$600,000
 - 1% of total revenue, 2% of General Fund
 - \$150,000 decrease from FY23/24 Budget
 - 20% decrease from FY23/24 Budget
1. Commercial property sales have continued to be slower over the past year. Only one sale resulting in a tax over \$100,000.
 2. Average sale price of a residential home was up about 2% to \$374,000.

FY 2025 Revenue Review

‡ Other Revenue - Development/Building Permits

- \$850,000
- 1% of total revenue, 3% of General Fund
- No increase from FY23/24 Budget

1. Projected number of new residential permits is 70, up from an estimated 40 this year and 7 new commercial permits
2. The increase in the residential permits is from the Grasslands development
3. 2,800 miscellaneous permits are projected and are estimated to account for about 50% of the permit revenue

FY 2025 Revenue Review

‡ Other Taxes - Gaming Tax

- \$400,000
 - 0.5% of total revenue, 1% of General Fund
 - \$25,000 increase from FY23/24 Budget
 - 7% increase from FY23/24 Budget
1. Revenue is used to fund economic incentives
 2. Estimate for FY23/24 is \$410,000

FY 2025 Revenue Review

‡ Gen Fund Misc Income - Interest

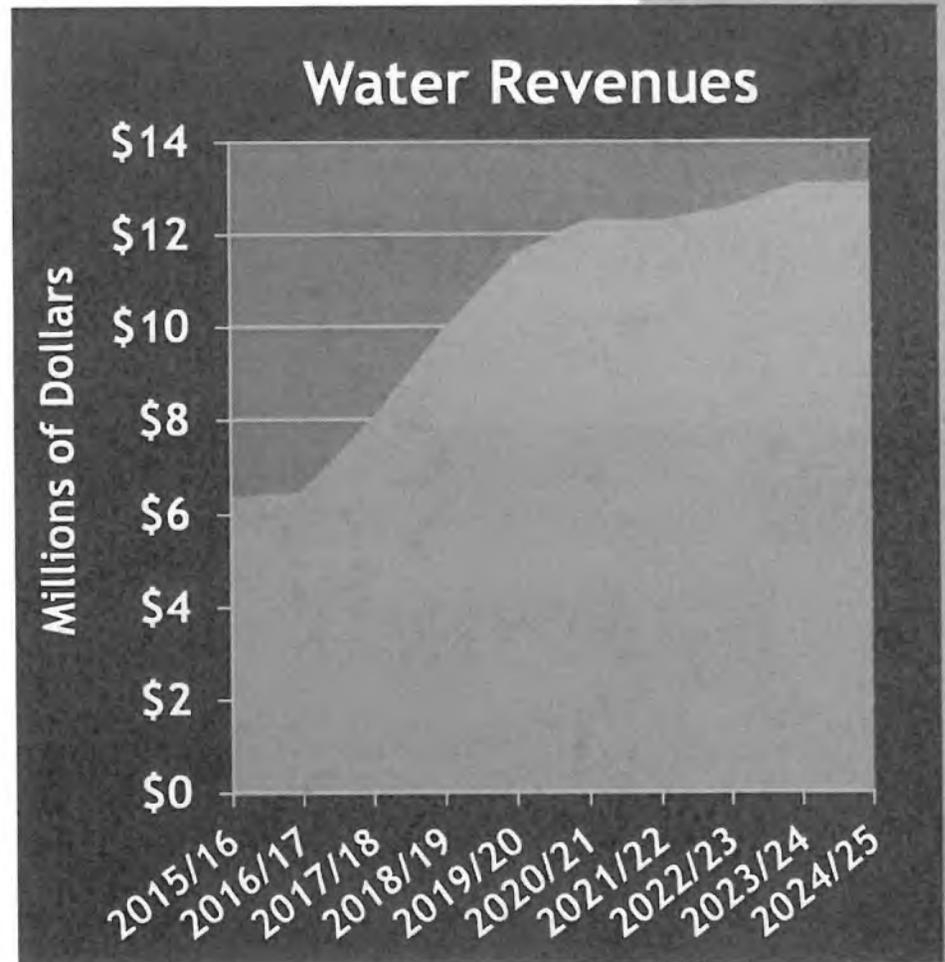
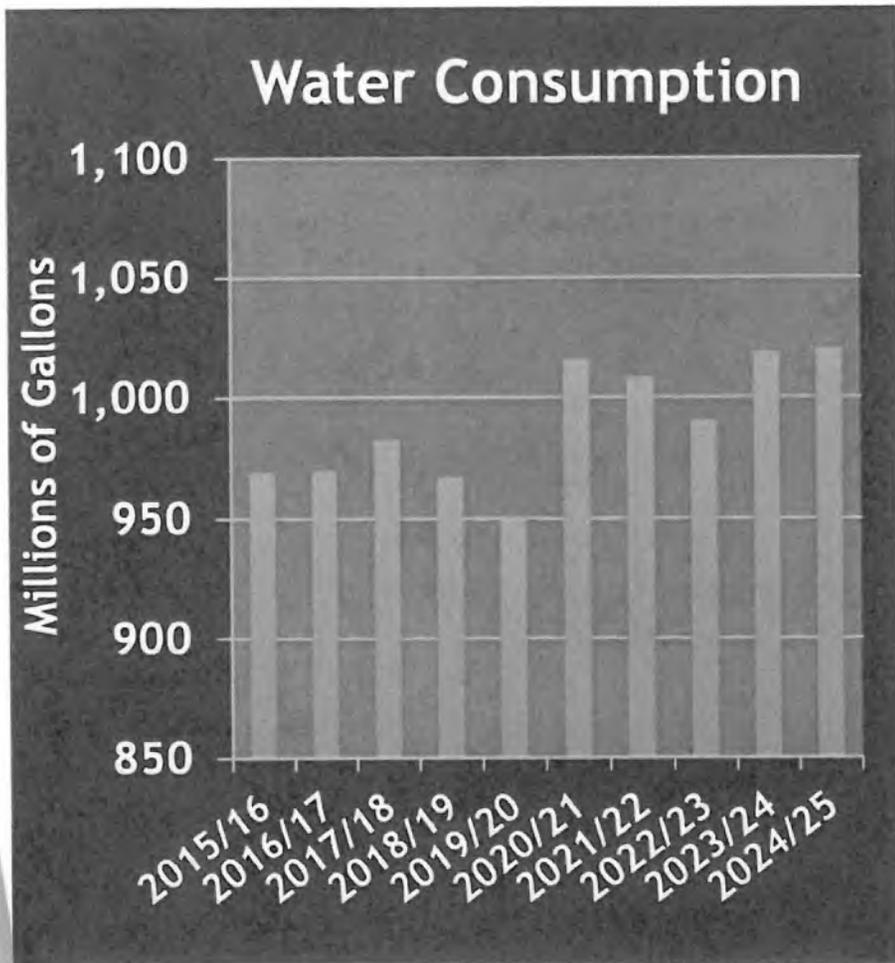
- \$750,000
 - 1% of total revenue, 3% of General Fund
 - \$250,000 increase from FY24/24 Budget
 - 50% increase from FY23/24 Budget
1. Interest revenue has grown significantly over the last two years. FY21/22 interest received was \$12,605
 2. Estimate for FY23/24 is \$900,000

FY 2025 Revenue Review

‡ Service Charges - Water Sales

- \$13,225,000
 - 17% of total revenue
 - \$265,000 increase from FY23/24 Budget
 - 2% increase from FY23/24 Budget
1. Revenue is based upon consumption history with no proposed rate increase
 2. Average residential monthly water bill in proposed budget is \$75.60 based upon 6,000 gallons of usage per month
 3. The last rate increase was effective May 1, 2023
 4. Rates will continue to be reviewed as capital improvements are completed and consumption changes

Water Revenue and Consumption History



FY 2025 Revenue Review

‡ Service Charges - Sewer Sales

- \$6,750,000
 - 9% of total revenue
 - \$200,000 increase from FY23/24 Budget
 - 3% increase from FY23/24 Budget
1. Debt service on WWTP loans expected to begin the fall of 2024 as construction is substantially completed
 2. Commercial surcharge fees and fines are expected to decrease
 3. Average residential monthly sewer bill by county based on 6,000 gallons:
 - a) Cook = \$25.78/month
 - b) DuPage = \$46.96/month
 - c) Kane = \$19.19/month

FY 2025 Revenue Review

‡ Service Charges - Golf

- \$1,647,500
 - 2% of total revenue
 - \$103,000 increase from FY23/24 Budget
 - 7% increase from FY23/24 Budget
1. Proposed budget projects 32,500 rounds of golf, the same amount as the FY 2023/24 budget.
 2. Proposed revenue budget is about 7% above 23/24 estimate
 3. Pro shop sales are budgeted at \$94,000, up 2%

FY 2025 Revenue Review

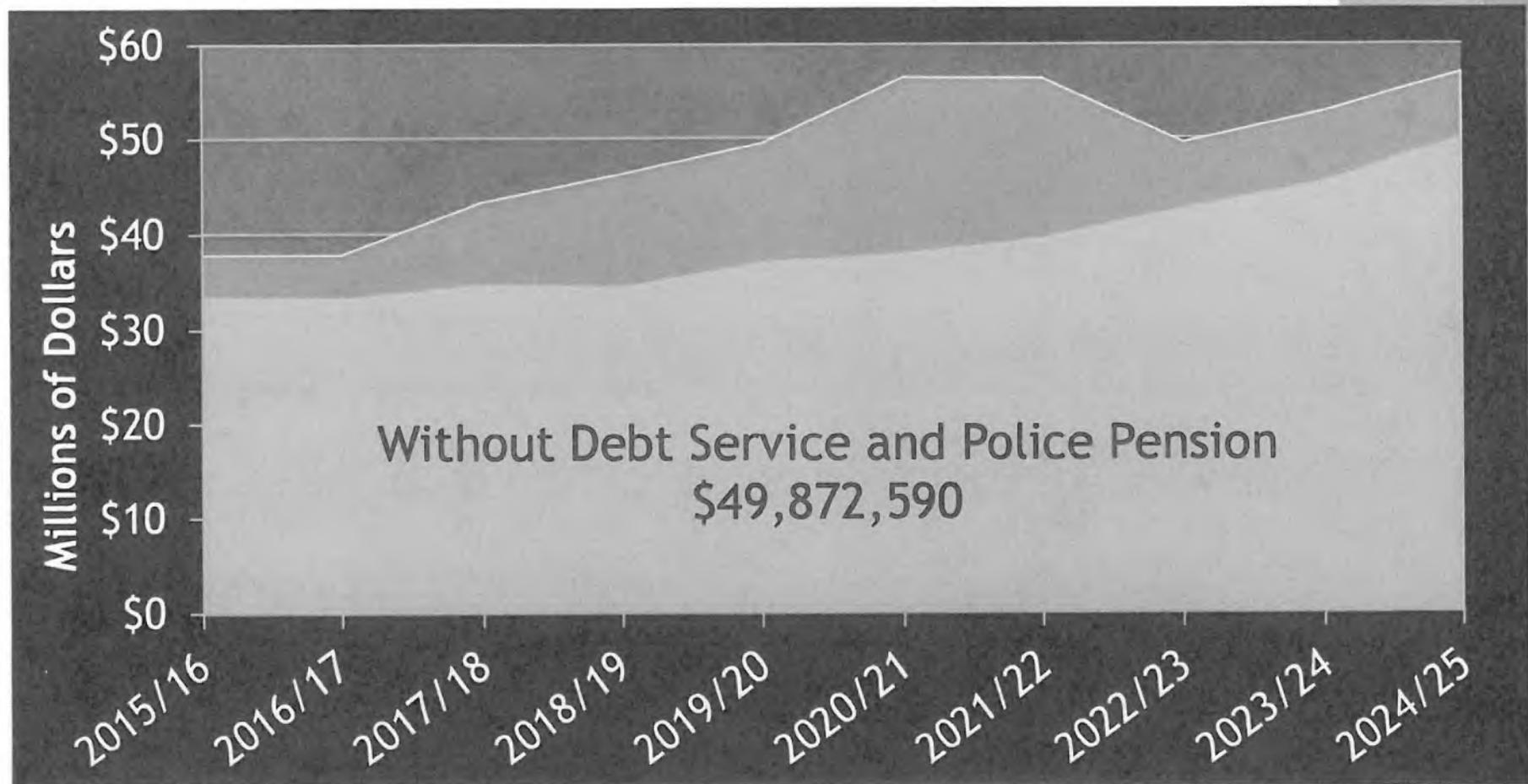
‡ Service Charges - Food and Beverage

- \$1,228,000
 - 1.6% of total revenue
 - \$69,000 increase from FY23/24 Budget
 - 6% increase from FY23/24 Budget
1. Actual revenue for 23/24 is projected to be \$1,160,000.
 2. The budget reflects the number of events already booked for next year

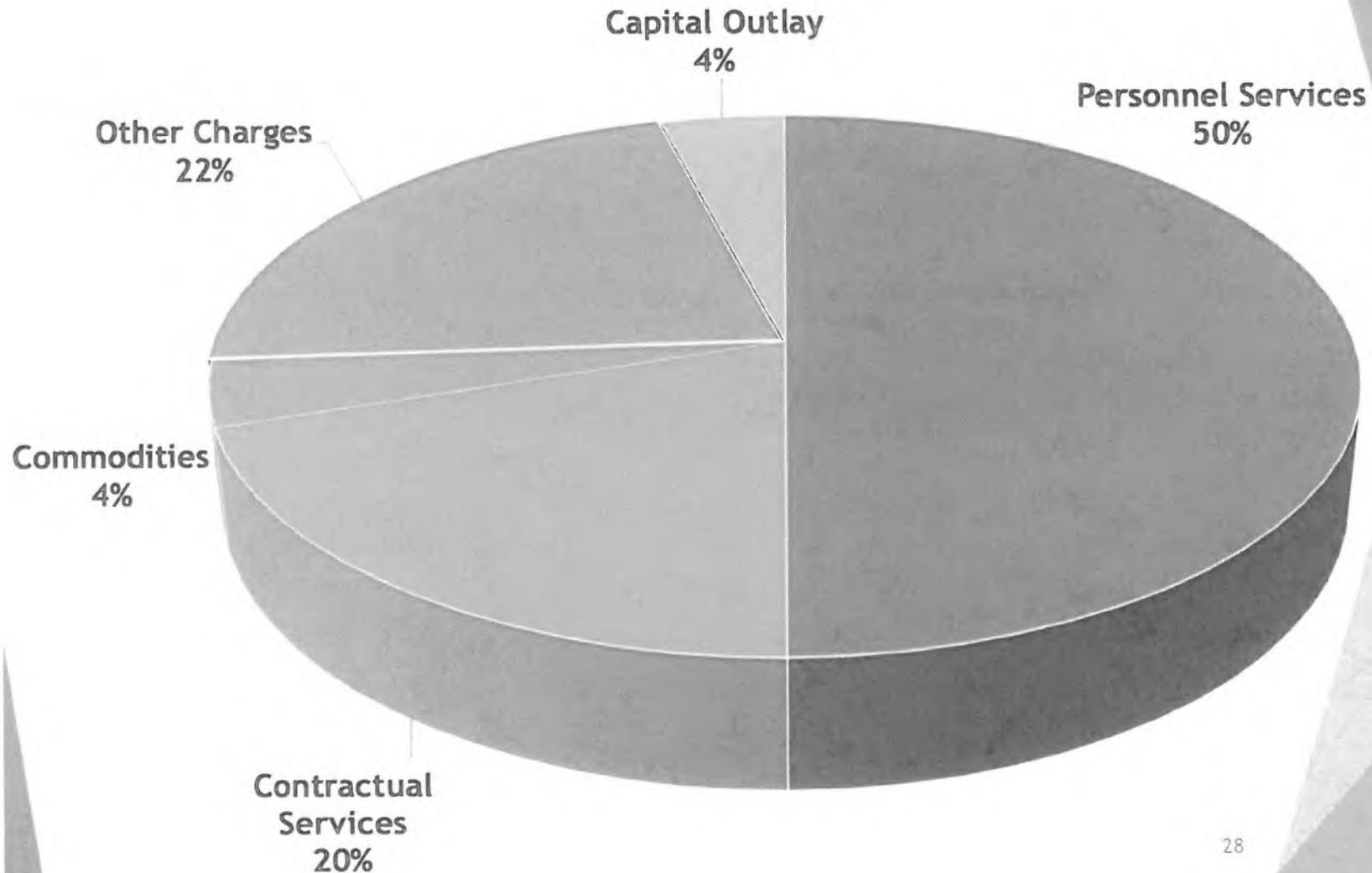
**Village of Bartlett
FY 2024/25
Expenditure Review**

Operating Expenditures Total

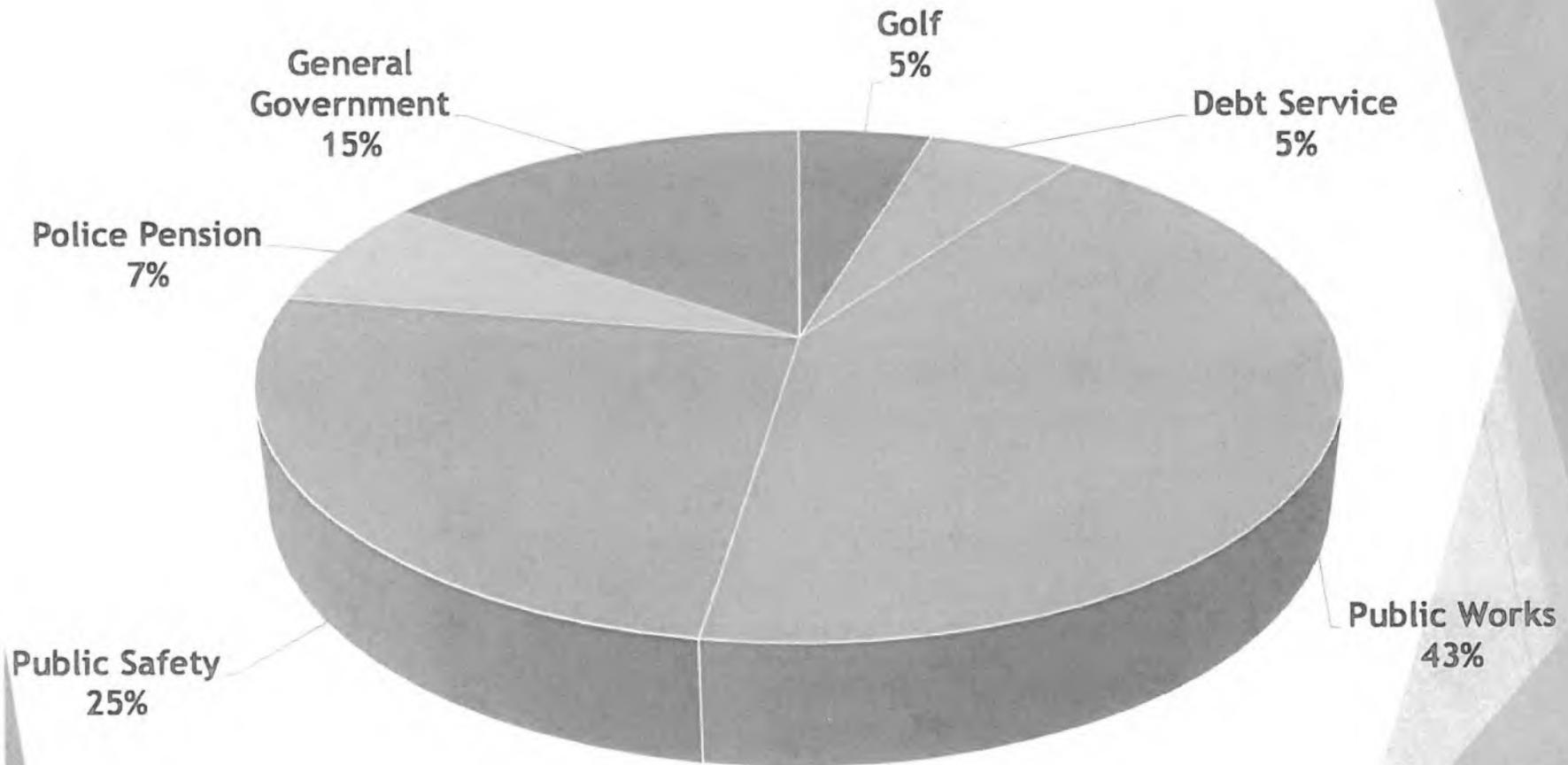
Proposed Operating Expenditures = \$57,066,227
Down from prior year for due to closing of the TIF



Operating Expenditures By Type



Operating Expenditures by Department



FY 2025 General Fund

- Estimated beginning cash balance \$22,548,186
- Budgeted revenues \$32,296,904
- Budgeted expenditures \$27,161,535
- Net transfers (\$4,657,813)
- Transfer to Municipal Building Fund (\$2,000,000)
- Ending balance \$21,025,742

1. Surplus is \$477,556 before the Municipal Building Fund TR
2. TR to Central Services \$1,272,454, increased 13% from prior year
3. TR to Vehicle Replacement \$617,374, unchanged from prior year
4. TR to Police Pension Fund \$3,001,235, equal to 2023 required contribution
5. TR to 59 & Lake TIF Fund \$360,000 of auto sales tax

FY 2025 Vehicle Replacement

- Estimated beginning balance \$2,396,379
- Annual transfer from departments \$694,242
- Proposed budget for FY24/25 \$1,781,000
- Ending balance \$1,362,511
- Estimated expenses FY23/24 \$458,733

1. A total of 13 vehicles are scheduled to be replaced in this budget
2. Two large dump trucks and one brush truck are still on order from the prior year and two large dump trucks are still on order from the current year
3. Transfer amounts will be increased with the increased cost of vehicles

FY 2025 Capital Projects Fund

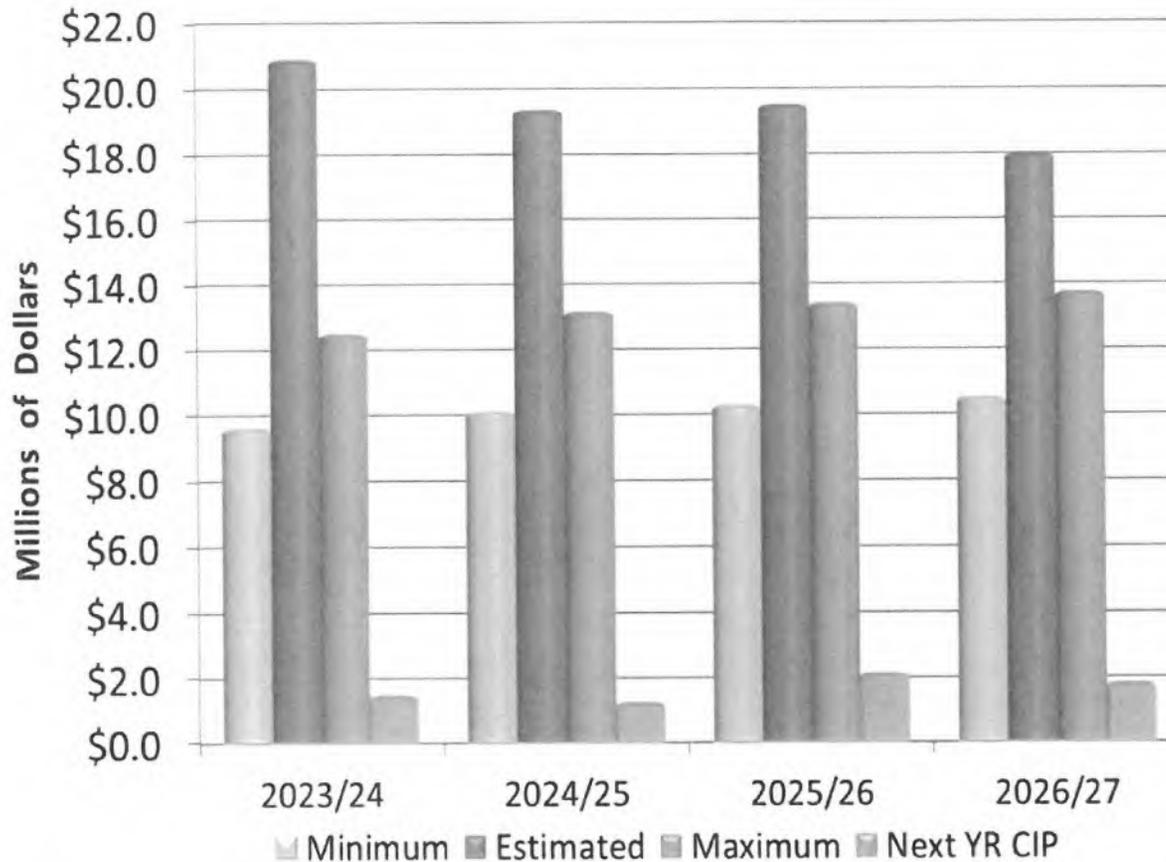
- Estimated beginning balance \$3,819,266
 - Proposed budget for FY24/25 \$3,000,000
 - Ending balance \$919,266
-
1. American Rescue Plan Act deposits totaled \$5,531,433
 2. FY24/25 projects include the water meter program, sanitary sewer rehabilitation program, and Devon Excess flow plant and force main

Budget Snapshot

- No new taxes or fees
- No change to the General property tax levy
- Police Pension contributions will continue to go up unless there is a change to the required funding laws
- Non-union wage increase of 4.0% factored in
- No additional employees
- No proposed water or sewer rate increases
- Capital improvement projects totaling \$27 million

Village of Bartlett FY 2024/25 Fund Balance Review

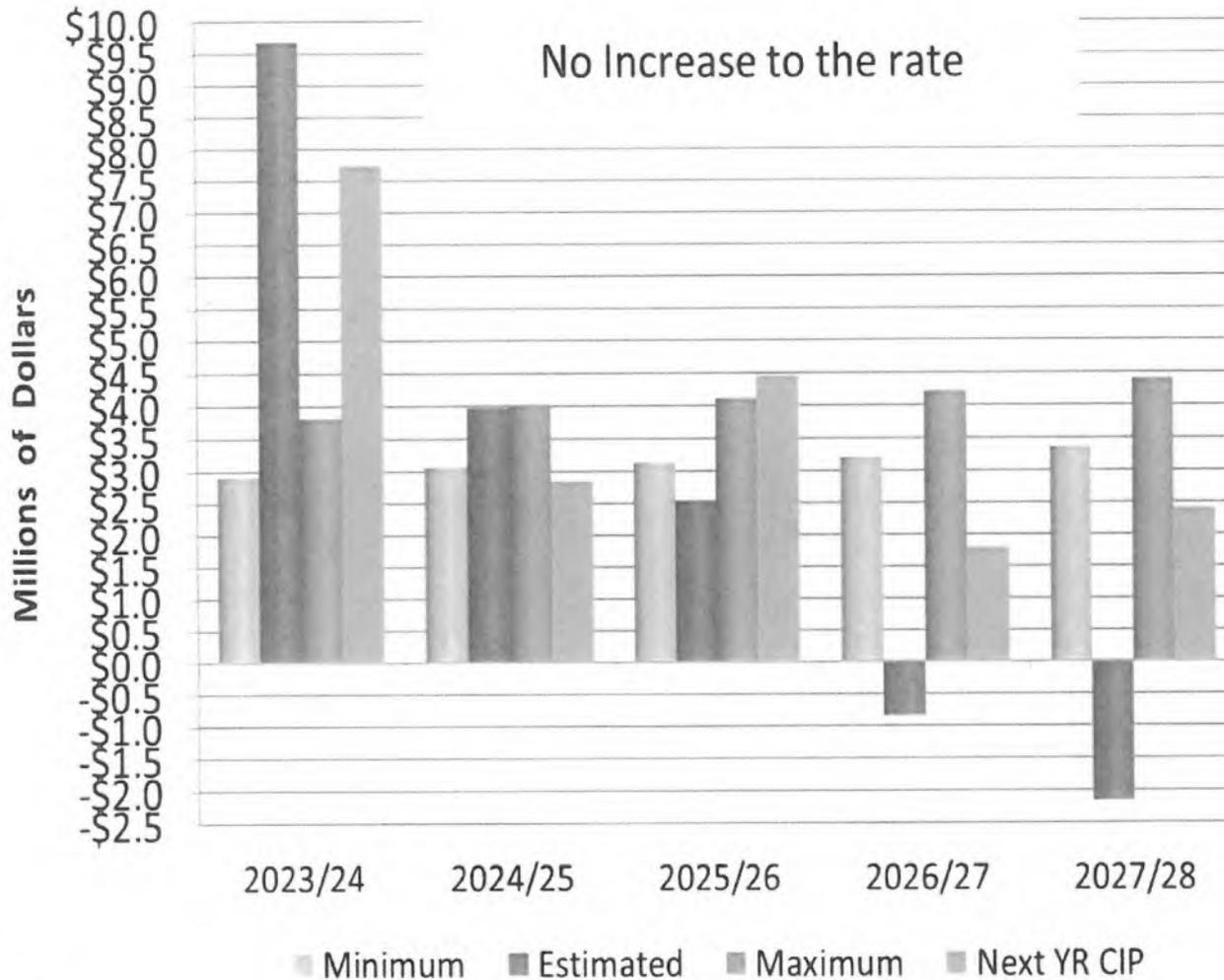
Fund Balance - General Fund



Policy

- 25 - 35% of operating expenditures
- Avg. increase in property tax levy and liabilities
- Designated reserves
 - Restricted Funds

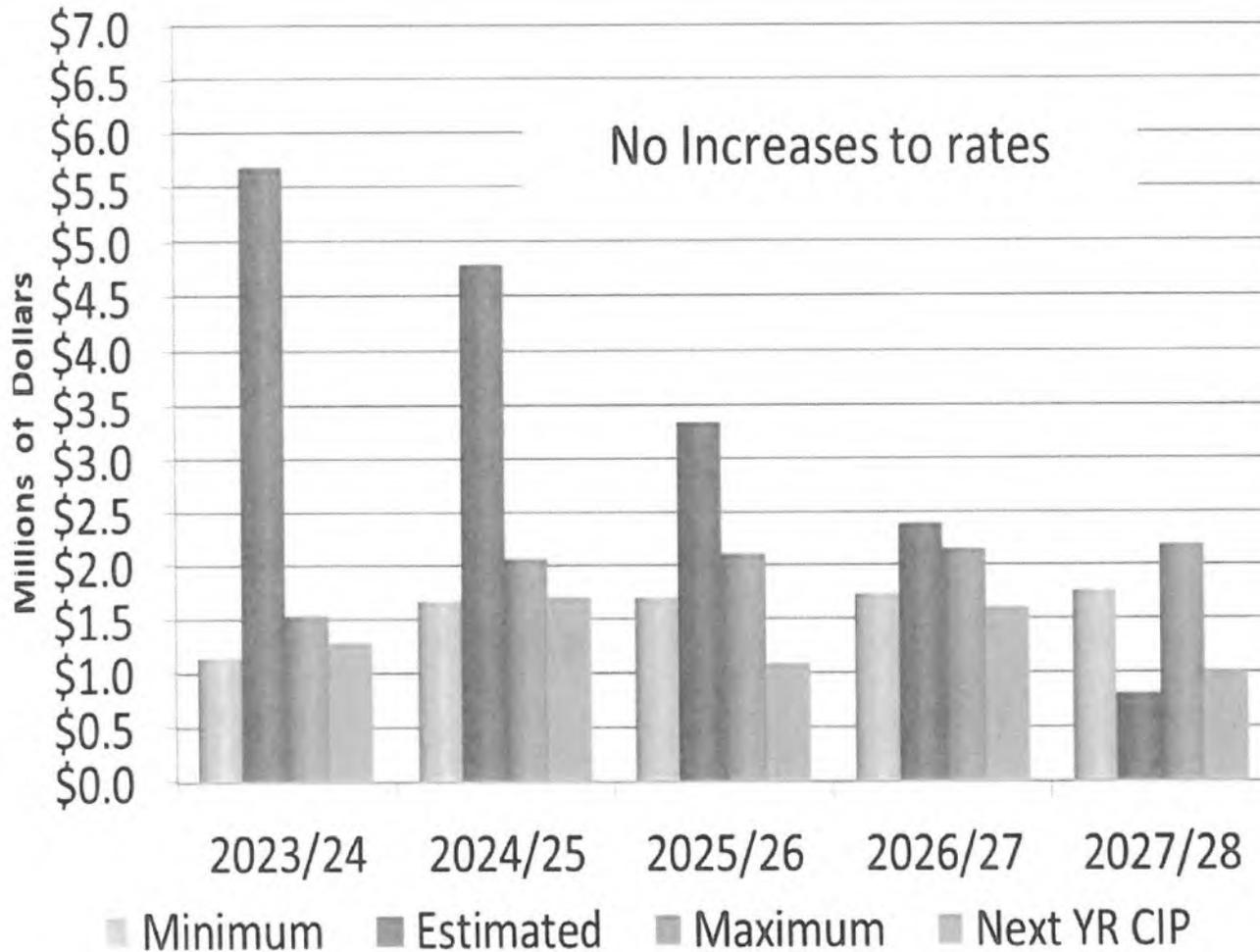
Fund Balance - Water Fund



Policy

- 25 - 35% of operating expenditures
- Designated reserves:
 - Radium Removal
 - Loan Payments
 - Capital Improvement

Fund Balance - Sewer Fund



Policy

- 25 - 35% of operating expenditures
- Designated reserves:
 - Debt Service
 - Capital Improvement Reserve



VILLAGE OF BARTLETT
BOARD MINUTES
March 5, 2024

1. CALL TO ORDER

President Wallace called the regular meeting of March 5, 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, Human Resources Director Janelle Terrance, Finance Director Todd Dowden, Assistant Finance Director Matt Coulter, Public Works Director Dan Dinges, Assistant Public Works Director Tyler Isham, Civic Engineer Nick Talerico, Planning and Development Director Kristy Stone, Head Golf Professional Phil Lenz, Grounds Superintendent Matt Giermak, Police Chief Geoff Pretkelis, Village Attorney Kurt Asprooth and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Jim DiPalma from Encounter 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.

There were no changes to the Consent Agenda.

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

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



VILLAGE OF BARTLETT
BOARD MINUTES
March 5, 2024

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

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

6. MINUTES – Covered and approved under the Consent Agenda.
7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT - None
9. PRESIDENT'S REPORT - None
10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized staff birthdays and anniversaries and congratulated them.

11. TOWN HALL - None
12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated that Ordinance 2024-14, an Ordinance Adopting the Village of Bartlett, Illinois Official Zoning Map 2024 was covered and approved under the Consent Agenda.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that the Strategic Plan for 2024-2027 was covered and approved under the Consent Agenda.

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

Trustee LaPorte stated that there was no report.

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.



**VILLAGE OF BARTLETT
BOARD MINUTES
March 5, 2024**

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Resolution 2024-15-R, a Resolution Approving the Removal of Dead Trees in the Heritage Oaks Tree Preservation Easement at 311 S. Western Avenue was covered and approved under the Consent Agenda.

13. NEW BUSINESS

President Wallace stated that the new Genesis car dealer sold 300 cars in the first month.

Trustee Gunsteen stated that he heard the golf course was packed in February.

Head Golf Professional Phil Lenz stated that a normal February for golf revenues is around \$3,000. They made \$60,000 this February. A lot of golf courses close in the winter months but we remained open and were able to capitalize on that. March is off to a terrific start also.

14. QUESTION/ANSWER PRESIDENT & TRUSTEES - None

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 Suwanski.

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:06 p.m.

Lorna Giles
Village Clerk

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/19/2024

100-GENERAL FUND REVENUES

410110-REAL ESTATE TRANSFER TAX

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GWYN PASHAWITZ	TRSF STAMP REFUND-229 VILLAGE LANE	1,410.00
	<u>INVOICES TOTAL:</u>	<u>1,410.00</u>

420230-BUILDING PERMITS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRIUMPH CONSTRUCTION SERVICES CORP	PERMIT REFUND-1228 HUMBRACHT	1,600.00
	<u>INVOICES TOTAL:</u>	<u>1,600.00</u>

3,010.00

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - MARCH 2024	335,374.16
** 1 DEARBORN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - MARCH 2024	4,253.90
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/MARCH 2024	957.95
** 1 METROPOLITAN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - MARCH 2024	15,842.95
	<u>INVOICES TOTAL:</u>	<u>356,428.96</u>

356,428.96

1100-VILLAGE BOARD/ADMINISTRATION

530115-SUBSCRIPTIONS/PUBLICATIONS

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

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	LABEL MAKER	89.99
1 WAREHOUSE DIRECT	LABELS/PICTURE HANGER	65.58
	<u>INVOICES TOTAL:</u>	<u>155.57</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COLLEGE OF DUPAGE	PROJECT MANAGEMENT CLASS	225.00
** 1 ELAN FINANCIAL SERVICES	ILCMA CONF REGISTRATION/LODGING	604.46
** 1 ELAN FINANCIAL SERVICES	NIU SEMINAR REGISTRATION	145.00
	<u>INVOICES TOTAL:</u>	<u>974.46</u>

542100-REBATES

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

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/19/2024

**	1 ALDI INC	SITE DEVELOPMENT GRANT	250,000.00
		INVOICES TOTAL:	250,000.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	COMMUNITY GARDEN RAISED BEDS	599.90
** 1 ELAN FINANCIAL SERVICES	TACO CONTEST TROPHY	118.00
	INVOICES TOTAL:	717.90

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	ANCESTRY.COM RENEWAL/KDRMA MEETING	256.84
1 ULINE	SUCTION CUPS WITH HOOKS	46.89
	INVOICES TOTAL:	303.73

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	31.55
** 1 ELAN FINANCIAL SERVICES	BUSINESS LUNCH	45.29
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	49.06
	INVOICES TOTAL:	125.90

252,382.06

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANCEL GLINK P.C.	PROFESSIONAL SERVICES	22,293.86
1 LAW OFFICES OF FRANCIS BONGIOVANNI	PROFESSIONAL SERVICES	786.25
1 CLARK BAIRD SMITH LLP	PROFESSIONAL SERVICES	4,770.00
	INVOICES TOTAL:	27,850.11

27,850.11

1210-LIABILITY INSURANCE

544200-LIABILITY INS DEDUCTIBLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGENCY	JANUARY 24 DEDUCTIBLE	9,853.82
	INVOICES TOTAL:	9,853.82

9,853.82

1400-FINANCE

543101-DUES

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

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/19/2024

**	1 ELAN FINANCIAL SERVICES	IGFOA ANNUAL DUES	700.00
			INVOICES TOTAL: 700.00

546900-CONTINGENCIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 ELAN FINANCIAL SERVICES	CREDIT CARD ADJUSTMENT	62.50
			INVOICES TOTAL: 62.50

762.50

1500-PLANNING & DEV SERVICES

522400-SERVICE AGREEMENTS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	24.39
			INVOICES TOTAL: 24.39

526000-SERVICE TO MAINTAIN VEHICLES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 FTD AUTO LLC	VEHICLE MAINTENANCE	634.66
			INVOICES TOTAL: 634.66

526006-INSPECTION SERVICES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 FOOD & ALCOHOL SERVICE TRAINING INC	FOOD SERVICE INSPECTIONS 02/24	835.00
			INVOICES TOTAL: 835.00

530100-MATERIALS & SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 ELAN FINANCIAL SERVICES	CABINET/CEILING AIR DEFLECTOR	149.65
			INVOICES TOTAL: 149.65

532200-OFFICE SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	84.20
			INVOICES TOTAL: 84.20

541600-PROFESSIONAL DEVELOPMENT

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 COLLEGE OF DUPAGE	PROJECT MANAGEMENT CLASS	225.00
**	1 ELAN FINANCIAL SERVICES	APA CONFERENCE/SBOC SEMINAR REGISTRATION	935.00
	1 PAULA PADILLA-BOZYK	TRAINING EXPENSES	150.00
			INVOICES TOTAL: 1,310.00

543101-DUES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 INTERNATIONAL CODE COUNCIL INC	MEMBERSHIP RENEWAL	160.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/19/2024

INVOICES TOTAL: 160.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	SOFTWARE	300.00
1 PAULA PADILLA-BOZYK	TRAINING EXPENSES	30.15
<u>INVOICES TOTAL:</u>		<u>330.15</u>

3,528.05

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FULTON SIREN SERVICES	ANNUAL SYSTEM MONITORING FEE	508.95
1 PROSHRED CHICAGO	PAPER SHREDDING SERVICES	330.12
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
<u>INVOICES TOTAL:</u>		<u>2,074.07</u>

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HEARTLAND BUSINESS SYSTEMS LLC	ADDITIONAL OFFICE 365 LICENSE	128.18
<u>INVOICES TOTAL:</u>		<u>128.18</u>

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	RECRUITMENT ADVERTISING	195.00
<u>INVOICES TOTAL:</u>		<u>195.00</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	BABY CHANGING STATION/DESK ORGANIZER	409.97
1 AMAZON CAPITAL SERVICES INC	PUSH DOLLY/BABY CHANGING AREA SIGN	96.32
** 1 ELAN FINANCIAL SERVICES	FLOWERS/MAVERICK GROOMING/BANDAGES	176.06
1 EVIDENT INC	EVIDENCE SUPPLIES	128.28
1 THE FINER LINE INC	ENGRAVED PLAQUE/PLATES	553.12
1 MIDWEST FIRST AID & SAFETY	FIRST AID SUPPLIES	114.93
1 PORTER LEE CORPORATION	BARCODE LABELS	86.00
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	591.41
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	8.59
<u>INVOICES TOTAL:</u>		<u>2,164.68</u>

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	UNIFORM APPAREL	90.09
1 RAY O'HERRON CO INC	UNIFORM APPAREL	100.86
1 RAY O'HERRON CO INC	UNIFORM APPAREL	90.09

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/19/2024

1 RAY O'HERRON CO INC	UNIFORM APPAREL	71.82
1 STREICHER'S INC	HATS	259.80
1 STREICHER'S INC	SHIPPING FEE	17.50
1 STREICHER'S INC	BODY ARMOR	910.00
INVOICES TOTAL:		1,540.16

530115-SUBSCRIPTIONS/PUBLICATIONS

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

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	BABY CHANGING STATION/DESK ORGANIZER	43.61
1 WAREHOUSE DIRECT	FILES/PEN/CLIPS	55.62
INVOICES TOTAL:		99.23

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICHOLAS GRAY	TRAINING EXPENSES	96.00
1 CAITLIN HINDS	POLICE ACADEMY EXPENSES	201.74
1 NORTH EAST MULTI-REGIONAL TRAINING INC	CLASS REGISTRATION FEES	250.00
1 KYLE RYBASKI	TRAINING EXPENSES	38.40
1 TREVOR WITTENBRINK	DRONE TEST FEE	175.00
1 KAYLA ZOOT	POLICE ACADEMY EXPENSES	201.74
INVOICES TOTAL:		962.88

542000-PLANNING & RESEARCH

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 POWERDMS INC	POWERPOLICY SUBSCRIPTION	6,590.90
INVOICES TOTAL:		6,590.90

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PHYSICIANS IMMEDIATE CARE	PERSONNEL TESTING	120.00
INVOICES TOTAL:		120.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 4ALLPROMOS	OPEN HOUSE PROMOTIONAL ITEMS	1,920.77
1 4IMPRINT	OPEN HOUSE PROMOTIONAL ITEMS	1,518.31
** 1 ELAN FINANCIAL SERVICES	SUBSCRIPTION RENEWAL/FOOD PURCHASE	196.89
1 FOREMOST PROMOTIONS	OPEN HOUSE PROMOTIONAL ITEMS	2,098.17
1 GIMMEES.COM	OPEN HOUSE PROMOTIONAL ITEMS	971.79
1 POSITIVE PROMOTIONS INC	OPEN HOUSE PROMOTIONAL ITEMS	2,332.70
INVOICES TOTAL:		9,038.63

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/19/2024

544001-PRISONER DETENTION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT SOAP N SUDS	DETENTION BLANKET CLEANING	38.75
	INVOICES TOTAL:	38.75

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONRAD POLYGRAPH INC	POLYGRAPH EXAM FEES	1,260.00
** 1 ELAN FINANCIAL SERVICES	SERGEANT EXAM FOOD	142.53
	INVOICES TOTAL:	1,402.53

570105-EQUITABLE SHARING EXPENSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AXON ENTERPRISE INC	BODY CAMERA LICENSES	2,383.15
1 AXON ENTERPRISE INC	BODY CAMERA SIM CARDS	73.25
	INVOICES TOTAL:	2,456.40

27,049.72

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALTA CONSTRUCTION EQUIPMENT	EQUIPMENT RENTAL	1,590.00
1 COMCAST	CABLE SERVICE	2.10
1 VERIZON WIRELESS	WIRELESS SERVICES	325.20
1 VERIZON WIRELESS	WIRELESS SERVICES	280.06
	INVOICES TOTAL:	2,197.36

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMERCIAL TIRE SERVICE	VEHICLE MAINTENANCE	1,335.92
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	135.00
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	675.00
	INVOICES TOTAL:	2,145.92

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FLAT CAN RECYCLING	AEROSOL CAN RECYCLING FEES	369.20
	INVOICES TOTAL:	369.20

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	1,143.78
** 1 STATE TREASURER	TRAFFIC SIGNAL MAINTENANCE	3,601.98
	INVOICES TOTAL:	4,745.76

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/19/2024

527140-TREE TRIMMING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABBOTT TREE CARE PROFESSIONALS LLC	TREE PRUNING	2,490.00
1 ABBOTT TREE CARE PROFESSIONALS LLC	TREE PRUNING	2,460.00
INVOICES TOTAL:		4,950.00

527160-STREET SWEEPING

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

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	FUSE HOLDER	22.39
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING FLAGS/PAINT	840.80
1 WAREHOUSE DIRECT	COFFEE/COFFEE SUPPLIES	110.23
1 WAREHOUSE DIRECT	PAPER TOWEL/TISSUE/TRASH BAGS	429.55
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	341.64
INVOICES TOTAL:		1,744.61

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	INK CARTRIDGE	36.22
1 WAREHOUSE DIRECT	BATTERIES/CREAMER/PEN	73.65
INVOICES TOTAL:		109.87

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	SHIPPING CHARGE	8.73
INVOICES TOTAL:		8.73

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANTAGE TRAILER AND HITCHES	MAINTENANCE SUPPLIES	146.12
1 COLLIFLOWER INC - BALTIMORE	MAINTENANCE SUPPLIES	84.66
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	127.68
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	115.88
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	10.67
INVOICES TOTAL:		485.01

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HIGH STAR TRAFFIC	STREET MAINTENANCE MATERIALS	587.00
INVOICES TOTAL:		587.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/19/2024**

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	GRAVEL PURCHASE	224.00
INVOICES TOTAL:		224.00

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMPERAGE ELECTRICAL SUPPLY INC	MAINTENANCE MATERIALS	202.26
1 WEST SIDE ELECTRIC SUPPLY INC	MAINTENANCE SUPPLIES	170.52
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	38.74
INVOICES TOTAL:		411.52

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PUBLIC WORKS ASSOC	SPRING CONFERENCE REGISTRATION	300.00
** 1 ELAN FINANCIAL SERVICES	APWA AWARDS LUNCHEON	111.66
** 1 ELAN FINANCIAL SERVICES	IPWEA CONFERENCE EXPENSES	982.21
** 1 ELAN FINANCIAL SERVICES	APWA MEETING	36.92
** 1 ELAN FINANCIAL SERVICES	SEMINAR REGISTRATION	300.00
INVOICES TOTAL:		1,730.79

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	APWA MEMBERSHIP RENEWAL	530.00
INVOICES TOTAL:		530.00

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	STREAMBANK STABILIZATION	665.00
1 WELCH BROS INC	MAINTENANCE SUPPLIES	960.04
INVOICES TOTAL:		1,625.04

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	IPASS FEE	5.50
INVOICES TOTAL:		5.50

574900-CEMETERY COLUMBARIUM

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

55,555.31

4000-CAPITAL PROJECTS EXPENDITURES

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/19/2024

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CONFERENCE ROOM EQUIPMENT	658.50
	INVOICES TOTAL:	658.50
		658.50

5000-WATER OPERATING EXPENSES

520025-DWC WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - JANUARY 2024	540,579.27
	INVOICES TOTAL:	540,579.27

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	SCADA PHONE SERVICE	38.37
1 METROPOLITAN WATER RECLAMATION	SUNRISE LAKE 2023 USER CHARGE	51.02
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	12,738.17
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
	INVOICES TOTAL:	15,120.89

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	325.20
	INVOICES TOTAL:	325.20

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	812.85
	INVOICES TOTAL:	812.85

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CREDIT MEMO	-7.41
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,186.79
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	717.33
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	12.59
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	945.97
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	3,518.68
1 NICOR GAS	GAS BILL	290.62
	INVOICES TOTAL:	6,664.57

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	175.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/19/2024**

INVOICES TOTAL: 175.00

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHERN CHLORINATING & TAPPING	SERVICE CONNECTION FEE	300.00
<u>INVOICES TOTAL:</u>		<u>300.00</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	YARD HYDRANTS	326.84
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	621.00
1 WAREHOUSE DIRECT	COFFEE/COFFEE SUPPLIES	110.24
1 WAREHOUSE DIRECT	PAPER TOWEL/TISSUE/TRASH BAGS	429.56
1 WATER RESOURCES INC	MATERIALS & SUPPLIES	195.84
1 WELCH BROS INC	MATERIALS & SUPPLIES	877.00
<u>INVOICES TOTAL:</u>		<u>2,560.48</u>

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	886.33
<u>INVOICES TOTAL:</u>		<u>886.33</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	INK CARTRIDGE	36.22
1 WAREHOUSE DIRECT	BATTERIES/CREAMER/PEN	73.66
<u>INVOICES TOTAL:</u>		<u>109.88</u>

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MARCH BILLS POSTAGE	3,064.38
<u>INVOICES TOTAL:</u>		<u>3,064.38</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AHW LLC	BELT TENSIONER	147.38
<u>INVOICES TOTAL:</u>		<u>147.38</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PUBLIC WORKS ASSOC	SPRING CONFERENCE REGISTRATION	300.00
** 1 ELAN FINANCIAL SERVICES	APWA AWARDS LUNCHEON	111.67
** 1 ELAN FINANCIAL SERVICES	IPWEA CONFERENCE EXPENSES	982.21
<u>INVOICES TOTAL:</u>		<u>1,393.88</u>

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/19/2024

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	APWA MEMBERSHIP RENEWAL	530.00
	INVOICES TOTAL:	530.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS CENTRAL RAILROAD CO	ANNUAL LICENSE	257.15
	INVOICES TOTAL:	257.15

547072-DWC CAPITAL BUY IN PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - JANUARY 2024	36,196.20
	INVOICES TOTAL:	36,196.20

609,123.46

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TIMOTHY GADDINI	REFUND/WATER BILL OVERPAYMENT	11.48
	INVOICES TOTAL:	11.48

11.48

5090-WATER CAPITAL PROJECTS EXP

581020-WATER METER AUTOMATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS	4,877.38
1 WATER RESOURCES INC	WATER METERS	14,515.20
1 WATER RESOURCES INC	WATER METERS/INSTALLATION FEES	140,921.08
	INVOICES TOTAL:	160,313.66

581031-LEAK SURVEY/REPAIR

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	772.00
	INVOICES TOTAL:	772.00

581038-VILLAGE SYSTEM IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BOLLER CONSTRUCTION CO INC	PUMP STATION MODIFICATIONS	16,809.30
1 CHRISTOPHER B BURKE ENG LTD	PUMP STATION MODIFICATIONS	1,980.00
1 CHRISTOPHER B BURKE ENG LTD	PUMP STATION MODIFICATIONS	4,000.00
	INVOICES TOTAL:	22,789.30

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VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/19/2024

183,874.96

5100-SEWER OPERATING EXPENSES

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	325.20
INVOICES TOTAL:		325.20

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	773.47
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	74.24
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	67.03
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	281.66
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	249.99
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	524.91
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	576.97
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	184.06
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	108.56
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	123.58
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	184.03
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,513.14
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	158.79
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	380.98
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	29,339.79
1 NICOR GAS	GAS BILL	71.89
1 NICOR GAS	GAS BILL	44.53
1 NICOR GAS	GAS BILL	45.21
1 NICOR GAS	GAS BILL	47.17
1 NICOR GAS	GAS BILL	141.13
1 NICOR GAS	GAS BILL	47.56
1 NICOR GAS	GAS BILL	57.85
1 NICOR GAS	GAS BILL	46.31
INVOICES TOTAL:		35,042.85

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	150.00
INVOICES TOTAL:		150.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	1,147.67
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	99.80
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	18.35
INVOICES TOTAL:		1,265.82

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**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/19/2024**

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	4,002.25
1 SOLENIS LLC	CHEMICAL SUPPLIES	16,900.20
INVOICES TOTAL:		20,902.45

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	INK CARTRIDGE	72.45
1 WAREHOUSE DIRECT	BATTERIES/CREAMER/PEN	73.66
INVOICES TOTAL:		146.11

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MARCH BILLS POSTAGE	3,064.38
INVOICES TOTAL:		3,064.38

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STENSTROM PETROLEUM SERVICES INC	MONTHLY INSPECTION FEE	150.00
INVOICES TOTAL:		150.00

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	APWA AWARDS LUNCHEON	111.67
** 1 ELAN FINANCIAL SERVICES	IPWEA CONFERENCE EXPENSES	982.22
INVOICES TOTAL:		1,093.89

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	APWA MEMBERSHIP RENEWAL	530.00
INVOICES TOTAL:		530.00

62,670.70

5190-SEWER CAPITAL PROJECTS EXP

582025-SANITARY SEWER EVALUATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PERFORMANCE PIPELINING INC	SANITARY SERVICE LINING PROJECT	16,504.00
INVOICES TOTAL:		16,504.00

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOSEPH J HENDERSON & SON INC	BITTERSWEET WRF IMPROVEMENTS	1,105,193.42
1 RUBINO ENGINEERING INC	CONCRETE COMPRESSION TESTING	3,041.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/19/2024

INVOICES TOTAL: 1,108,234.42

582028-DEVON EXCESS FLOW PLANT REHB

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW SEWER & FORCEMAIN	3,401.25
1 ENGINEERING ENTERPRISES INC	DEVON EXCESS FLOW FACILITY LIFT STATION	12,633.75
		<u>INVOICES TOTAL: 16,035.00</u>

1,140,773.42

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	510.00
		<u>INVOICES TOTAL: 510.00</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	134.90
1 NICOR GAS	GAS BILL	103.56
1 NICOR GAS	GAS BILL	315.51
		<u>INVOICES TOTAL: 553.97</u>

529000-OTHER CONTRACTUAL SERVICES

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

1,131.32

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	117.50
1 COLLEY ELEVATOR COMPANY	QUARTERLY INSPECTION SERVICES	239.00
1 COMCAST	INTERNET SERVICE/GOLF CART GPS	142.95
		<u>INVOICES TOTAL: 499.45</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANYTHING UNDER THE SUN	INSTALL ACCESS HATCH IN BALLROOM	600.00
1 DUSTIN BROOKS	MIDWAY COOLER INSTALLATION SUPPLIES	138.83
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	134.52
		<u>INVOICES TOTAL: 873.35</u>

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VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/19/2024

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	410.23
INVOICES TOTAL:		410.23

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	TV/TV MOUNT/OFFICE CHAIR/PACKING TAPE	349.31
** 1 ELAN FINANCIAL SERVICES	GOLF SIMULATOR SCREEN	517.00
INVOICES TOTAL:		866.31

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	BATTERY CHARGER	191.94
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	181.46
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	25.19
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	88.06
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	137.09
INVOICES TOTAL:		623.74

534334-PURCHASES - GOLF GLOVES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIZUNO USA INC - NDC	GOLF GLOVES	704.08
INVOICES TOTAL:		704.08

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ROADS SAFE TRAFFIC SYSTEMS INC	NEW GOLF SIGN	6,470.00
INVOICES TOTAL:		6,470.00

10,447.16

5510-GOLF MAINTENANCE EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	MASTERS T-SHIRTS	64.50
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.35
1 CINTAS CORPORATION	UNIFORM RENTAL	25.35
INVOICES TOTAL:		190.20

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	MAINTENANCE MATERIALS	6.66

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/19/2024

1 CAROL STREAM LAWN & POWER	MAINTENANCE MATERIALS	319.25
1 DEKANE EQUIPMENT CORPORATION	MAINTENANCE SUPPLIES	245.05
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	155.69
<u>INVOICES TOTAL:</u>		<u>726.65</u>

534600-BUILDING MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FOX VALLEY FIRE & SAFETY	DRY CHEMICAL SYSTEM INSPECTION	452.00
<u>INVOICES TOTAL:</u>		<u>452.00</u>

534700-TREE MAINTENANCE MATLS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ABBOTT TREE CARE PROFESSIONALS LLC	TREE REMOVAL	6,100.00
<u>INVOICES TOTAL:</u>		<u>6,100.00</u>

546900-CONTINGENCIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ABSOLUTE SERVICE INC	VARIABLE FREQUENCY DRIVE	8,532.00
<u>INVOICES TOTAL:</u>		<u>8,532.00</u>

16,000.85

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	87.50
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	112.50
1 SYSCO CHICAGO INC	ECOLAB DISH LEASE - DEC 2023	92.50
<u>INVOICES TOTAL:</u>		<u>312.50</u>

534320-PURCHASES - FOOD & BEVERAGE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	130.00
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	500.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	475.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	350.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	331.36
1 GRECO AND SONS INC	FOOD PURCHASE	200.00
1 GRECO AND SONS INC	FOOD PURCHASE	100.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	110.50
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	187.69
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	300.00
<u>INVOICES TOTAL:</u>		<u>2,684.55</u>

2,997.05

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VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/19/2024

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	87.50
1 A MAESTRANZI SONS	CAN OPENER SHARPENING	50.00
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 ALSCO	LINEN SERVICES	178.66
1 ALSCO	FINANCE CHARGE	8.79
1 ALSCO	LINEN SERVICES	108.09
1 ALSCO	LINEN SERVICES	75.94
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	61.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	112.50
1 SYSCO CHICAGO INC	ECOLAB DISH LEASE - DEC 2023	92.50
	INVOICES TOTAL:	794.98

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SHAW MEDIA	ADVERTISING	495.00
	INVOICES TOTAL:	495.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	233.37
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	58.19
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	63.27
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	269.55
1 MLA WHOLESALE INC	FLOWERS	34.80
1 MLA WHOLESALE INC	FLOWERS	73.95
1 MLA WHOLESALE INC	FLOWERS	67.95
	INVOICES TOTAL:	801.08

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	TV/TV MOUNT/OFFICE CHAIR/PACKING TAPE	14.98
	INVOICES TOTAL:	14.98

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN COMPRESSED GASES INC	CYLINDER RENTAL	43.50
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	719.62
1 EUCLID BEVERAGE LLC	BEER PURCHASE	234.25
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	802.24
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	1,247.43
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	58.02
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	425.00
1 GRECO AND SONS INC	FOOD PURCHASE	89.80

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/19/2024

1 GRECO AND SONS INC	CREDIT MEMO	-66.38
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	119.70
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	173.99
1 GRECO AND SONS INC	FOOD PURCHASE	373.80
1 GRECO AND SONS INC	FOOD PURCHASE	430.27
1 GRECO AND SONS INC	FOOD PURCHASE	281.19
1 GRECO AND SONS INC	FOOD PURCHASE	59.98
1 IL GIARDINO DEL DOLCE INC	CAKE PURCHASE	88.50
1 IL GIARDINO DEL DOLCE INC	CAKE	224.50
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	536.52
	INVOICES TOTAL:	5,841.93

7,947.97

5580-GOLF MIDWAY EXPENSES

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	1,300.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	489.62
1 EUCLID BEVERAGE LLC	BEER PURCHASE	359.30
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	200.00
1 GRECO AND SONS INC	FOOD PURCHASE	100.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	79.87
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	189.84
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	228.48
	INVOICES TOTAL:	2,947.11

2,947.11

6000-CENTRAL SERVICES EXPENSES

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	GIS AUTOMATION/MDM FEES	186.00
1 ESRI INC	GIS SOFTWARE MAINTENANCE	18,608.00
1 NETSUPPORT INCORPORATED	ANNUAL MAINTENANCE RENEWAL	152.50
	INVOICES TOTAL:	18,946.50

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLEGIANT FIRE PROTECTION LLC	INSPECTION FEES	1,637.50
1 ALLEGIANT FIRE PROTECTION LLC	DRAIN LINE REPAIR	617.50
1 MIDWEST MECHANICAL	POLICE DEPT RTU FAN REPAIRS	21,942.00
1 TK ELEVATOR CORPORATION	HOISTWAY ACCESS FOR INSPECTION	257.50
1 TK ELEVATOR CORPORATION	HOISTWAY ACCESS FOR INSPECTION	269.00
	INVOICES TOTAL:	24,723.50

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/19/2024

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	489.31
1 VERIZON WIRELESS	WIRELESS SERVICES	337.79
INVOICES TOTAL:		827.10

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	142.04
1 NICOR GAS	GAS BILL	1,812.75
INVOICES TOTAL:		1,954.79

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DIGITAL TIMER	19.58
1 AMAZON CAPITAL SERVICES INC	AIRTAG FOR DRONE	5.49
1 AMAZON CAPITAL SERVICES INC	MAGNETS FOR GIS	11.99
1 MIDWEST FIRST AID & SAFETY	FIRST AID SUPPLIES	55.78
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	465.86
1 WAREHOUSE DIRECT	CREAMER	58.44
INVOICES TOTAL:		617.14

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEST SIDE ELECTRIC SUPPLY INC	MAINTENANCE SUPPLIES	90.60
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	12.00
INVOICES TOTAL:		102.60

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CANCELLED LINKEDIN SUBSCRIPTION	-239.88
1 GMIS ILLINOIS	CONFERENCE REGISTRATION	125.00
INVOICES TOTAL:		-114.88

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	REPLACEMENT MONITOR IN RECORDS	502.96
1 TOWN & COUNTRY GARDENS EL	FLOWERS	190.98
INVOICES TOTAL:		693.94

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CLOUD SERVICES	1.56
INVOICES TOTAL:		1.56

47,752.25

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/19/2024

7000-POLICE PENSION EXPENDITURES

523001-PERSONNEL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INSPE ASSOCIATES LLC	PATIENT EXAM - BROWN	1,440.00
INVOICES TOTAL:		1,440.00

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REIMER DOBROVOLNY & LABARDI PC	LEGAL SERVICES	1,332.50
INVOICES TOTAL:		1,332.50

2,772.50

900000-POOLED CASH & INVESTMENT FUND

100002-CASH - MONEY MARKET

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FISERV/BASTOGNE INC	FISERV ONLINE RETURN	63.65
INVOICES TOTAL:		63.65

63.65

GRAND TOTAL: 2,825,592.91

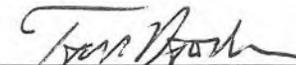
GENERAL FUND	736,420.53
CAPITAL PROJECTS	658.50
WATER FUND	793,009.90
SEWER FUND	1,203,444.12
PARKING FUND	1,131.32
GOLF FUND	40,340.14
CENTRAL SERVICES FUND	47,752.25
POLICE PENSION FUND	2,772.50
POOLED CASH & INVESTMENT FUND	63.65
GRAND TOTAL	2,825,592.91

** Indicates pre-issue check.

VILLAGE OF BARTLETT TREASURER'S REPORT
 CASH & INVESTMENT REPORT
 FISCAL YEAR 2023/24 as of January 31, 2024

Fund	12/31/2023	Receipts	Disbursements	1/31/2024	Detail of Ending Balance			
					Cash	Investments	Net Assets/Liab.	1/31/2024
General	24,898,942	2,088,588	2,480,014	24,507,515	8,063,792	16,296,770	146,954	24,507,515
MFT	5,390,243	181,628	0	5,571,870	2,245,000	3,297,436	29,434	5,571,870
Debt Service	424,210	1,578	1,000	424,788	127,839	296,371	578	424,788
Capital Projects	5,318,674	10,968	0	5,329,642	13,429	5,316,213	0	5,329,642
Municipal Building	2,806,111	22,737	81,886	2,746,962	743,440	1,723,533	279,989	2,746,962
Developer Deposits	2,719,203	197,243	0	2,916,445	369,636	5,167,217	(2,620,408)	2,916,445
59 & Lake TIF	(2,564,078)	0	174,342	(2,738,420)	314,438	728,969	(3,781,828)	(2,738,420)
BC Municipal TIF	1,428,122	5,427	49,916	1,383,633	425,627	986,739	(28,734)	1,383,633
Bluff City TIF Municipal	330,572	1,231	0	331,803	99,991	231,812	0	331,803
Water	9,627,945	1,043,305	697,992	9,973,258	2,875,603	6,666,338	431,317	9,973,258
Sewer	22,525,376	2,596,002	2,033,470	23,087,908	1,315,110	3,048,615	18,724,182	23,087,908
Parking	(210,209)	7,199	9,285	(212,295)	0	0	(212,295)	(212,295)
Golf	(1,087,003)	46,581	132,791	(1,173,213)	0	0	(1,173,213)	(1,173,213)
Central Services	765,848	128,933	101,038	793,743	217,721	504,747	71,275	793,743
Vehicle Replacement	4,621,023	88,049	0	4,709,072	725,244	1,681,348	2,302,480	4,709,072
TOTALS	76,994,977	6,419,468	5,761,734	77,652,711	17,536,872	45,946,107	14,169,732	77,652,711

BC Project TIF	12,168,492	94,735	10,802,215	1,461,011	0	0	1,461,011	1,461,011
Bluff City Project TIF	32,505	121	0	32,626	9,832	22,794	0	32,626
Bluff City SSA Debt Srv.	51,436	230	0	51,667	0	0	51,667	51,667
Police Pension	59,958,690	180,453	287,894	59,851,249	1,066,233	58,784,486	530	59,851,249



Todd Dowden
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
FISCAL YEAR 2023/24 as of January 31, 2024

Fund	Revenues				Expenditures			
	Actual	Current Year Budget	Percent	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	23,848,959	30,412,215	78.42%	94.43%	22,529,564	30,493,039	73.88%	80.09%
MFT	1,580,773	2,035,000	77.68%	85.16%	1,335,325	2,725,000	49.00%	65.36%
Debt Service	2,409,417	3,032,126	79.46%	79.58%	2,967,223	2,970,906	99.88%	99.88%
Capital Projects	119,376	150,000	79.58%	100.69%	0	1,551,000	0.00%	100.00%
Municipal Building	205,835	90,000	228.71%	106.51%	600,231	890,000	67.44%	0.00%
Developer Deposits	464,660	260,000	178.72%	29.44%	0	0	0.00%	6.51%
Bluff City SSA	553,619	998,450	55.45%	47.42%	974,803	986,450	98.82%	53.53%
59 & Lake TIF	0	150,000	0.00%	0.00%	174,342	215,000	81.09%	126.52%
Bluff City Municipal TIF	86,074	76,500	112.52%	120.15%	290	105,000	0.28%	0.00%
Bluff City Project TIF	1,255,292	2,335,000	53.76%	52.92%	1,234,123	2,335,000	52.85%	52.78%
Brewster Creek Municipal TIF	1,159,065	1,015,344	114.15%	94.77%	1,251,882	2,610,000	47.96%	18.96%
Brewster Creek Project TIF	9,031,698	9,104,579	99.20%	115.18%	11,794,414	13,433,000	87.80%	114.85%
Water	10,903,913	13,211,000	82.54%	77.86%	8,829,659	13,965,148	63.23%	57.15%
Sewer	15,429,397	25,220,000	61.18%	77.56%	16,710,697	31,829,419	52.50%	78.30%
Parking	58,402	60,000	97.34%	90.02%	59,801	168,076	35.58%	45.20%
Golf	2,358,164	4,620,500	51.04%	88.82%	2,838,500	4,610,060	61.57%	80.84%
Central Services	1,159,539	1,526,151	75.98%	75.35%	1,225,522	1,727,781	70.93%	69.19%
Vehicle Replacement	603,744	729,242	82.79%	103.79%	263,023	1,400,000	18.79%	84.72%
Police Pension	6,559,579	6,679,296	98.21%	39.20%	2,635,530	3,518,433	74.91%	62.41%
Subtotal	77,787,505	101,705,403	76.48%	81.20%	75,424,929	115,533,312	65.28%	75.70%
Less Interfund Transfers	(3,762,462)	(5,107,286)	73.67%	178.66%	(3,762,462)	(5,107,286)	73.67%	178.66%
Total	74,025,043	96,598,117	76.63%	76.14%	71,662,467	110,426,026	64.90%	70.35%

VILLAGE OF BARTLETT TREASURER'S REPORT
MAJOR REVENUE BUDGET COMPARISONS
FISCAL YEAR 2023/24 as of JANUARY 31, 2024

Fund	Actual	Current Year Budget	Percent	Prior YTD %
Property Taxes	9,253,293	12,396,362	74.65%	79.53%
Sales Taxes (General Fund)	2,900,746	4,050,000	71.62%	83.30%
Income Taxes	5,069,366	6,400,000	79.21%	94.48%
Telecommunications Tax	293,658	410,000	71.62%	77.28%
Home Rule Sales Tax	2,216,760	2,600,000	85.26%	84.15%
Real Estate Transfer Tax	645,656	750,000	86.09%	74.41%
Use Tax	1,196,910	1,700,000	70.41%	77.90%
Building Permits	989,160	850,000	116.37%	117.68%
MFT	1,423,982	1,750,000	81.37%	77.78%
Water Charges	10,249,070	12,840,000	79.82%	76.19%
Sewer Charges	5,656,049	6,550,000	86.35%	81.42%
Interest Income	2,134,187	1,180,000	180.86%	1320.85%

VILLAGE OF BARTLETT TREASURER'S REPORT
 GOLF FUND DETAIL (Excluding Capital Projects)
 FISCAL YEAR 2023/24 as of January 31, 2024

Fund	Actual	Current Year Budget	Percent
Golf Program			
Revenues	1,385,957	1,544,500	89.74%
Expenses	1,106,465	1,491,746	74.17%
Net Income	279,492	52,754	529.80%
F&B - Restaurant			
Revenues	136,742	159,000	86.00%
Expenses	318,443	391,619	81.31%
Net Income	(181,701)	(232,619)	78.11%
F&B - Banquet			
Revenues	651,512	830,000	78.50%
Expenses	585,024	727,445	80.42%
Net Income	66,489	102,555	64.83%
F&B - Midway			
Revenues	183,952	170,000	108.21%
Expenses	88,568	82,250	107.68%
Net Income	95,384	87,750	108.70%
Golf Fund Total			
Revenues	2,358,164	2,703,500	87.23%
Expenses	2,098,500	2,693,060	77.92%
Net Income	259,664	10,440	2487.20%

Sales Taxes

Month	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
May	125,055	141,609	161,850	159,411	167,379	156,194	160,850	185,540	220,859	255,956
June	153,553	170,308	178,006	186,494	194,753	187,952	183,798	277,635	281,954	308,327
July	178,983	170,734	181,943	201,320	200,041	205,572	198,797	274,678	303,057	323,030
August	200,051	200,031	224,385	219,629	227,783	232,110	209,005	331,855	338,161	350,947
September	188,547	193,484	211,186	224,268	218,236	220,524	233,289	325,874	334,152	354,588
October	190,872	204,424	209,930	215,328	211,089	262,349	221,535	299,302	380,114	340,045
November	181,445	198,880	206,205	208,760	215,922	227,334	202,764	304,608	319,337	325,687
December	188,055	212,286	212,435	219,639	196,081	214,284	236,916	314,214	316,040	307,781
January	179,846	204,437	207,123	221,599	221,276	243,184	208,079	282,703	338,672	334,418
February	160,774	170,190	201,075	206,836	196,714	186,495	199,411	312,927	335,097	
March	187,865	194,219	190,934	196,530	181,590	203,051	203,477	308,392	452,524	
April	141,054	149,630	167,837	180,413	170,866	193,930	211,072	247,260	281,334	
Total	2,076,100	2,210,232	2,352,909	2,440,227	2,401,729	2,532,977	2,468,994	3,464,989	3,901,303	2,900,779
% increase	-0.37%	6.46%	6.46%	3.71%	-1.58%	5.46%	-2.53%	40.34%	13.78%	-1.26%
Budget	2,075,000	2,115,000	2,205,000	2,400,000	2,425,000	2,460,000	2,575,000	3,400,000	3,400,000	4,050,000



SUSANA A. MENDOZA

ILLINOIS STATE COMPTROLLER

VENDOR WARRANT DETAIL

BARTLETT VILLAGE TREASURER



- [RETURN HOME](#)
- [VENDOR SUMMARY](#)
- [CONTRACT SEARCH](#)
- [PAYMENTS SEARCH](#)
- [PAYMENTS ISSUED](#)
- [PENDING PAYMENTS](#)
- [PAYMENTS NOTIFICATIONS](#)

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Warrant/EFT#: EF 0011887

Fiscal Year	2024	Issue Date	01/05/24		
Warrant Total	\$334,417.80	Warrant Status			
Agency	Contract	Invoice	Voucher	Agency Amount	
492 - REVENUE		A4005991	4A4005991	\$334,417.80	

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$334,417.80	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 01/04/2024
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: OCT. 2023 COLL MO: NOV. 2023 VCHR MO: JAN. 2024
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX



Click here for assistance with this screen.

MOTOR FUEL TAX

Month	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
May	106,665	89,988	93,139	91,478	86,848	83,590	96,769	134,647	138,706	148,455
June	80,212	58,408	58,737	72,645	79,592	76,204	99,562	138,322	143,599	154,189
July	89,915	103,948	94,278	95,252	93,416	95,250	121,837	137,127	140,615	146,693
August	61,056	100,154	89,533	89,970	90,079	137,033	142,172	148,687	135,008	152,712
September	83,006	67,441	79,032	79,527	75,247	148,846	132,059	142,475	146,887	161,807
October	89,337	87,626	91,489	91,053	98,725	136,575	130,305	131,236	139,533	145,203
November	90,552	101,486	93,216	92,796	92,950	153,788	131,647	144,611	140,270	170,467
December	103,771	93,002	97,757	91,055	89,502	180,890	136,795	153,239	160,435	160,431
January	97,525	89,828	92,928	93,233	89,403	128,180	119,239	140,177	128,618	137,026
February	74,031	90,531	88,602	80,765	81,313	126,802	112,605	96,768	131,699	
March	37,978	77,861	75,544	80,062	77,761	131,268	116,673	137,179	127,842	
April	95,841	93,782	90,224	94,326	91,212	122,218	135,751	138,279	146,038	
Subtotal	1,009,889	1,054,055	1,044,479	1,052,164	1,046,048	1,520,643	1,475,415	1,642,746	1,679,249	1,376,983
Plus:										
High Growth	37,682	37,743	37,801	37,266	36,909	9,192	89,348	61,771	-	37,987
Jobs Now	359,592									
Rebuild Illinois							1,357,885	905,256	452,628	
Total	1,407,163	1,091,798	1,082,280	1,089,430	1,082,957	1,529,835	2,922,648	2,609,773	2,131,877	
Budget	1,188,990	1,025,000	1,067,287	1,095,000	1,095,000	1,085,000	1,715,000	1,620,000	1,650,000	1,750,000
Annual Inc in \$ only MFT Allocations	-0.73%	4.37%	-0.91%	0.74%	-0.58%	45.37%	-2.97%	11.34%	2.22%	6.54%



Municipality Report
 February 1, 2024

Bartlett

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR JANUARY, 2024

Beginning Unobligated Balance		\$8,219,743.74
Motor Fuel Tax Fund Allotment	\$68,381.18	
MFT Transportation Renewal Fund Allotment	\$68,645.09	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment	<u>\$137,026.27</u>	
Plus Credits Processed		\$0.00
Minus Authorizations Processed		<u>\$0.00</u>
Current Unobligated Balance		<u>\$8,356,770.01</u>

PROCESSED TRANSACTIONS:

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

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

Month	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
May	622,835	738,677	562,075	552,308	565,171	827,513	415,461	693,410	1,304,763	988,791
June	231,987	306,761	268,673	285,636	261,088	258,429	257,341	608,397	383,282	463,652
July	383,947	432,821	383,442	377,861	353,016	386,474	408,647	545,787	647,045	617,724
August	223,978	251,174	223,293	180,579	259,137	277,037	558,708	306,468	333,265	405,992
September	219,026	239,229	243,902	212,997	252,907	245,191	316,571	323,647	362,169	368,502
October	390,808	420,455	360,422	324,300	393,064	437,466	458,423	588,142	663,057	712,313
November	263,481	277,231	241,907	244,065	283,096	285,514	309,760	337,156	419,871	479,810
December	198,121	216,813	219,162	214,871	234,648	269,799	274,242	314,565	376,725	376,979
January	335,683	406,804	354,337	313,145	341,897	377,110	436,922	560,065	611,766	655,603
February	500,840	445,170	409,813	453,275	411,330	388,526	461,926	698,349	604,890	
March	218,490	257,723	214,499	227,873	247,673	288,908	318,357	302,694	358,254	
April	446,490	398,780	413,655	349,908	397,816	424,333	507,617	646,664	576,594	
Total	4,035,686	4,391,638	3,895,179	3,736,819	4,000,843	4,466,301	4,723,974	5,925,343	6,641,682	5,069,366
LGDF @ 10%	6,240,385	5,489,548	4,868,974	6,145,469	7,037,087	7,767,480	7,855,193	9,777,794	10,844,504	7,948,160
DIFFERENCE	(2,204,699)	(1,097,910)	(973,795)	(2,408,650)	(3,036,244)	(3,301,179)	(3,131,219)	(3,852,451)	(4,202,823)	(2,878,794)

LGDF Effective % Rate Changes

7/1/2010 - 10% to 6%

2/1/2015 - 6% to 8%

8/1/2017 - 8% to 5.45%

7/1/2018 - 5.45% to 5.75%

7/1/2020 - 5.75% to 6.06%

8/1/2022 - 6.06% to 6.16%

7/1/2023 - 6.16% to 6.47%

COMMISSION RECOGNITION

Planning and Zoning Commission

Mark Hopkins

27 Years

Memorandum

To: Scott Skrycki, Assistant Administrator
From: Samuel Hughes, Sr. Management Analyst
Date: March 13, 2024
Re: Best Tacos in Bartlett

Coming off of the “Best Burger in Bartlett” competition last winter, staff organized another another food competition to get feet in the doors of our local restaurants during the winter.

Throughout the month of February, staff solicited nominations from businesses, bringing in 11 total participants. GIS and Administration staff worked together to update the online webpage that was the hub for voting, and promoted the program on social media, encouraging residents to stop in at the participating locations to find out who has the “Best Taco in Bartlett.”

Voting was open through the month of February, 1,296 votes were cast throughout the month, up from 627 during last year’s competition, showing positive economic impact and engagement. 384 votes went to North of the Border Mexican Restaurant to be crowned the first ever “Best Taco in Bartlett,” One Taco Dos Tequilas came in second with 293 votes and Elly’s Mexican Tacos took third with 167 votes.

Congratulations to North of the Border and thank you to all 11 participants.





Agenda Item Executive Summary

AGENDA ITEM: #2023-11 Alan Horticulture (Blue Heron Annexation Agreement) BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount \$N/A Budgeted \$N/A

Fund: N/A Corresponding Activity Measures: P&Z Commission Review

EXECUTIVE SUMMARY

The petitioner is requesting a **fourth amendment to the Blue Heron Business Park Annexation Agreement** to redesignate the property at the northeast corner of Miles Parkway and West Bartlett Road to Development Area 1 to allow the construction of a building and contractor yard for a landscape contractor - Alan Horticulture. The original Blue Heron Business Park annexation agreement identified the property as being within Development Area 4 and only permitted commercial uses on the subject property.

The Committee of the Whole reviewed the petitioner's requests at their meeting on February 20, 2024. The Committee forwarded the petition to the Village Board to conduct the public hearing and for a final vote.

ATTACHMENTS (PLEASE LIST)

PDS Memo, ordinance with exhibits

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Work to improve business profile in the village (Route 25 corridor)

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

For Discussion Only

Resolution

Ordinance - Move to approved Ordinance 2024-____ An Ordinance Approving a Fourth Amendment to the Annexation Agreement for the Blue Heron Business Park

Motion

Staff: Kristy Stone, PDS Director

Date: March 12, 2024

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM
24-020

DATE: March 12, 2024
TO: Paula Schumacher, Village Administrator
FROM: Kristy Stone, Interim PDS Director
RE: **#23-11 Alan Horticulture**

PETITIONER

Abbott Land and Investment Corporation, on behalf of Gifford 300, LLC

SUBJECT SITE

NEC Miles Parkway and West Bartlett Road
(Blue Heron Industrial Park)

REQUESTS

Fourth Amendment to the Annexation Agreement

BACKGROUND

1. The Planned Development approved by Ordinance #2003-99, approved and executed the annexation agreement between Bluff City LLC, Southwind Financial Ltd., David D. Welch and the Village of Bartlett for the Blue Heron Business Park. The annexation agreement designed four development areas within the park, each with its own bulk requirements and list of permitted uses, special uses and prohibited uses.
2. Ordinance #2003-104 approved the Blue Heron's Concept Plan and Preliminary PUD Plan which identified the Subject Property as being located within Development Area 4 which only permitted commercial uses along West Bartlett Road.
3. The petitioner submitted a concept plan for this project to change the designation of the property to Development Area 1 to allow a contractor's yard with outdoor storage was reviewed by the **Committee of the Whole** at their September 19, 2023 meeting. The committee encouraged the applicant to submit a full development application and directed staff to forward the application directly to the Planning & Zoning Commission to conduct the required public hearing.

DISCUSSION

1. The **Planning & Zoning Commission** reviewed the Alan Horticulture's requests for the amendments to the Blue Heron Business Park planned unit development and site plan review and conducted the required public hearing and recommended approval at their **February 1, 2024** meeting. *These requests will be voted on in a separate ordinance.*
2. The **Committee of the Whole** reviewed the request to amend the annexation agreement as part of their review of Alan Horticulture at their meeting on **February 20, 2024**. The Committee forwarded the petition to the Village Board to hold the Public Hearing for the Fourth Amended Annexation Agreement and to vote on the Ordinances for adoption.
3. The Village Board conducted the public hearing and review the request to **amend the annexation agreement** approved by Ordinance #2003-99 to change the designation of the property to Development Area 1.
4. The ordinance approving the fourth amendment to the annexation agreement for Blue Heron Business Park is attached for your review.

ORDINANCE 2024-_____

AN ORDINANCE APPROVING A FOURTH AMENDMENT TO THE
ANNEXATION AGREEMENT FOR THE BLUE HERON
BUSINESS PARK

WHEREAS, The Village of Bartlett (“*Village*”) and certain other parties entered into an Annexation Agreement dated July 29, 2003, and recorded on October 16, 2003, in the Office of the Recorder of Deeds of Kane County, Illinois as Doc. No. 2003K188000 (“*Original Annexation Agreement*”), for various parcels of land as described in the Original Annexation Agreement as the Blue Heron Business Park; and

WHEREAS, the Original Annexation Agreement was later amended by the First Amendment, dated March 17, 2009, and recorded on May 27, 2009, in the office of the Recorder of Deeds of Kane County, Illinois as Doc. No. 2009K039229 (the “*First Amendment*”); and

WHEREAS, the Original Annexation Agreement and the First Amendment were later amended by the Second Amendment dated April 16, 2013, and recorded on October 23, 2013, in the office of the Recorder of Deeds of Kane County, Illinois as Doc. No. 2013K075796 (the “*Second Amendment*”); and

WHEREAS, the Original Annexation Agreement, the First Amendment, and the Second Amendment were later amended by the Third Amendment, dated February 16, 2016, and recorded on March 15, 2016, in the office of the Recorder of Deeds of Kane County, Illinois, as Doc. No. 2016K012247 (the “*Third Amendment*”) (the Original Annexation Agreement, the First Amendment, the Second Amendment, and the Third Amendment shall collectively be referred to as the “*Annexation Agreement*”); and

WHEREAS, pursuant to Section 12 of the Third Amendment, further amendments to the Annexation Agreement require only the consent and written approval of the legal titleholder(s) of an interest in the property affected by the terms of such amendment; and

WHEREAS, GIFFORD 300, LLC (the “*Owner*”) is the owner the property located generally at the northeast corner of Miles Parkway and West Bartlett Road in the Village of Bartlett, legally described on *Exhibit A*, and is referred to herein as the “*Subject Property*”); and

WHEREAS, the development and use of the Subject Property is governed by the Annexation Agreement; and

WHEREAS, the Owner has proposed certain modifications to the Annexation Agreement related to the permissible uses of the Subject Property (the “*Fourth Amendment*”) including a modification of the existing Planned Unit Development Plan to

change the designation of the Subject Property from “Development Area 4” to “Development Area 1”; and

WHEREAS, the Fourth Amendment to the Annexation Agreement was submitted pursuant to application provisions of the Illinois Municipal Code (65 ILCS 5/11-15.1-1, *et seq.*) to the Corporate Authorities of the Village and a public hearing on the Fourth Amendment to the Annexation Agreement was held before the Corporate Authorities on March 19, 2024, pursuant to proper notice as provided by statute; and

WHEREAS, the Corporate Authorities of the Village have considered the Fourth Amendment to the Annexation Agreement and have determined that approving the Fourth Amendment is in the best interests of the public health, safety, and welfare of the Village and its residents.

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

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

SECTION TWO: Approval; Authorization. The Corporate Authorities of the Village of Bartlett hereby approve the Fourth Amendment to the Annexation Agreement in substantially the form attached to this Ordinance as Exhibit B. The Village President and Village Clerk are hereby authorized and directed to execute and attest, respectively, the Fourth Amendment to the Annexation Agreement on behalf of the Village.

SECTION THREE: Recordation. The Village Clerk is hereby authorized and directed to record the Fourth Amendment to the Annexation Agreement on behalf of the Village upon receipt of a fully executed copy. The Owner of the Subject Property must pay for the recordation costs.

SECTION FOUR: Continued Effect: Except as expressly modified by the Fourth Amendment, the Annexation Agreement shall remain in full force and effect to govern the development and use of the Blue Heron Business Park.

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

SECTION SIX: Repeal and Savings 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 SEVEN: Effective Date. This Ordinance shall be in full force and effect after its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

PASSED: March 19, 2024

APPROVED: March 19, 2024

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 March 19, 2024, and approved on March 19, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Exhibit A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

(PIN: 06-36-200-036)

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD DEDICATED PER DOCUMENT NUMBER 2008K010201 AND THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE ALONG SAID NORTH RIGHT OF WAY LINE FOR THE FOLLOWING TWO (2) COURSES; (1) THENCE SOUTH 88 DEGREES 44 MINUTES 05 SECONDS WEST, 280.02 FEET; (2) THENCE NORTH 45 DEGREES 53 MINUTES 13 SECONDS WEST, 70.25 FEET TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NUMBER 2004K116375; THENCE ALONG SAID EAST RIGHT OF WAY LINE FOR THE FOLLOWING TWO (2) COURSES; (1) THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, 256.03 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 183.00 FEET WITH AN ARC LENGTH OF 130.86 FEET AND A CHORD BEARING NORTH 20 DEGREES 59 MINUTES 40 SECONDS WEST TO THE SOUTHERLY MOST POINT OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED DECEMBER 31, 2020 AS DOCUMENT NUMBER 2020K082411; THENCE ALONG A SOUTHERLY AND EASTERLY LINE OF SAID LAND DESCRIBED IN QUIT CLAIM FOR THE FOLLOWING TWO (2) COURSES; (1) THENCE NORTH 48 DEGREES 15 MINUTES 23 SECONDS EAST, 121.64 FEET; (2) THENCE NORTH 00 DEGREE 30 MINUTES 29 SECONDS WEST, 317.72 FEET TO THE SOUTHEAST CORNER OF LAND DESCRIBED IN WARRANTY DEED RECORDED OCTOBER 5, 2018 AS DOCUMENT NUMBER 2018K048884; THENCE NORTH 89 DEGREES 11 MINUTES 30 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LAND DESCRIBED IN WARRANTY DEED, 283.35 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE SOUTH 00 DEGREE 30 MINUTES 31 SECONDS EAST, 821.05 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

CONTAINING 256,936 SQUARE FEET OR 5.898 ACRES, MORE OR LESS.

EXHIBIT B

FOURTH AMENDMENT TO THE ANNEXATION AGREEMENT

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

Kurt S. Asprooth
Ancel Glink, P.C.
140 S. Dearborn Street, 6th Floor
Chicago, IL 60603

**FOURTH AMENDMENT TO THE ANNEXATION
AGREEMENT FOR THE BLUE HERON BUSINESS PARK**

THIS FOURTH AMENDMENT TO THE ANNEXATION AGREEMENT FOR THE BLUE HERON BUSINESS PARK (“*Fourth Amendment*”), dated March 19, 2024, is entered into by and among THE VILLAGE OF BARTLETT, an Illinois home-rule municipality located in Cook, Kane, and DuPage counties, Illinois (the “*Village*”) and GIFFORD 300, LLC, an Illinois limited liability company (“*Owner*”). The Village and the Owner are at times referred to herein individually as “*Party*” and jointly as “*Parties*.”

RECITALS

WHEREAS, the Village and certain other parties entered into that Annexation Agreement (titled the 125 Acre Annexation Agreement for the Blue Heron Business Park) dated July 29, 2003, and recorded on October 16, 2003, in the Office of the Recorder of Deeds of Kane County, Illinois as Doc. No. 2003K188000 (“*Original Annexation Agreement*”), for various parcels of land as described in the Original Annexation Agreement as the Blue Heron Business Park; and

WHEREAS, the Original Annexation Agreement was later amended by the First Amendment, dated March 17, 2009, and recorded on May 27, 2009, in the office of the Recorder of Deeds of Kane County, Illinois as Doc. No. 2009K039229 (the “*First Amendment*”); and

WHEREAS, the Original Annexation Agreement and the First Amendment were later amended by the Second Amendment, dated April 16, 2013, and recorded on October 23, 2013, in the office of the Recorder of Deeds of Kane County, Illinois as Doc. No. 2013K075796 (the “*Second Amendment*”); and

WHEREAS, the Original Annexation Agreement, the First Amendment, and the Second Amendment were later amended by the Third Amendment, dated February 16, 2016, and recorded on March 15, 2016, in the office of the Recorder of Deeds of Kane County, Illinois, as Doc. No. 2016K012247 (the “*Third Amendment*”) (the Original Annexation Agreement, the First Amendment, the Second Amendment, and the Third Amendment shall collectively be referred to as the “*Annexation Agreement*”); and

WHEREAS, pursuant to Section 12 of the Third Amendment, further amendments to the Annexation Agreement require only the consent and written approval of the legal titleholder(s) of an interest in the property affected by the terms of such amendment; and

WHEREAS, the Owner is the legal titleholder of the parcel of land generally located at the northeast corner of Miles Parkway and West Bartlett Road, as more specifically described in **Exhibit A** (the “**Subject Property**”); and

WHEREAS, the development and use of the Subject Property is governed by the Annexation Agreement; and

WHEREAS, the Owner has proposed certain modifications to the Annexation Agreement related to the permissible uses of the Subject Property, including a modification of the existing Planned Unit Development Plan (“**PUD Plan**”) to change the designation of the Subject Property from “Development Area 4” to “Development Area 1,” as more specifically described in the Annexation Agreement; and

WHEREAS, the Village has made, given, held, and performed all notices, publications, procedures, public hearings, and other matters required for the consideration and approval of this Fourth Amendment as required by 65 ILCS 5/11-15.1-1, *et seq.*, and all other applicable statutes and all applicable ordinances, regulations, and procedures of the Village, including a public hearing on this Fourth Amendment before the Corporate Authorities on March 19, 2024; and

WHEREAS, the Corporate Authorities of the Village have considered this Fourth Amendment and determined that execution hereof is in the best interests of the public health, safety, and welfare of the Village and its residents; and

WHEREAS, by a favorable vote of at least two-thirds of the Corporate Authorities of the Village then holding office, the Village has adopted an ordinance approving of this Fourth Amendment and authorizing its execution.

NOW THEREFORE, in consideration of the observance by the Parties of their respective covenants and obligations set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, it is agreed as follows:

1. **Recitals.** The above stated Recitals are hereby incorporated in this Fourth Amendment as if fully stated herein.

2. **Capitalized Terms.** Capitalized terms used in this Fourth Amendment shall have the same meaning as set forth in the Annexation Agreement unless otherwise noted.

3. **Excluded Property.** All properties within the Blue Heron Business Park, apart from the Subject Property, will not be governed by this Fourth Amendment and will continue to be governed by the Annexation Agreement.

4. **Amendment to Exhibit I of the Annexation Agreement.** Exhibit I to the Annexation Agreement, entitled “2015 Preliminary P.U.D. Plan,” is hereby amended as provided on the revised PUD Plan attached hereto and incorporated herein **Exhibit B**, to change the designation of the Subject Property from “Development Area 4” to “Development Area 1.”

5. **Zoning Approvals.** Following the adoption of this Fourth Amendment, the Village agrees to consider the adoption of an ordinance granting Owner’s request for an amendment to the Planned Unit Development reflecting the change to the designation of the Subject Property from “Development Area 4” to “Development Area 1”.

6. **Prior Agreements/Conflicts.** In the event of any conflict or inconsistency between the terms and provisions of the Annexation Agreement and this Fourth Amendment, this Fourth Amendment shall govern and apply, but solely as applicable to the Subject Property.

7. **Continued Effect of Annexation Agreement.** Except as expressly modified by this Fourth Amendment, the Annexation Agreement shall remain in full force and effect, and the Owner, and all subsequent owners of the Subject Property, shall comply with all requirements, conditions, and restrictions therein.

8. **Covenant to Run with the Land.** This Fourth Amendment and the Annexation Agreement shall inure to the benefit of, and be binding upon the Parties, and each of their respective successors, grantees, lessees, and assigns and shall constitute a covenant running with the land.

9. **Amendment to Notices.** All notices relating to this Fourth Amendment and the Subject Property shall be provided to the Village and Owner as follows:

- | | |
|-----------------|---|
| If to Owner: | Gifford 300, LLC
c/o Dean W. Kelley
2250 Southwind Boulevard
Bartlett, Illinois 60103 |
| with a copy to: | Richard Guerard
Guerard, Kalina & Butkus
310 S. County Farm Road, Suite H
Wheaton, IL 60187 |
| If to Village: | Paula Schumacher
Village Administrator
Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103 |
| with a copy to: | Kurt S. Asprooth, Esq.
Ancel Glink, P.C.
140 S. Dearborn Street, Suite 600
Chicago, Illinois 60603 |

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment effective the date first above stated.

ATTEST:

VILLAGE OF BARTLETT

Village Clerk

By: _____
Village President

WITNESS:

GIFFORD 300, LLC

By: _____

Its: _____

EXHIBIT A

Legal Description of Subject Property

(PIN: 06-36-200-036)

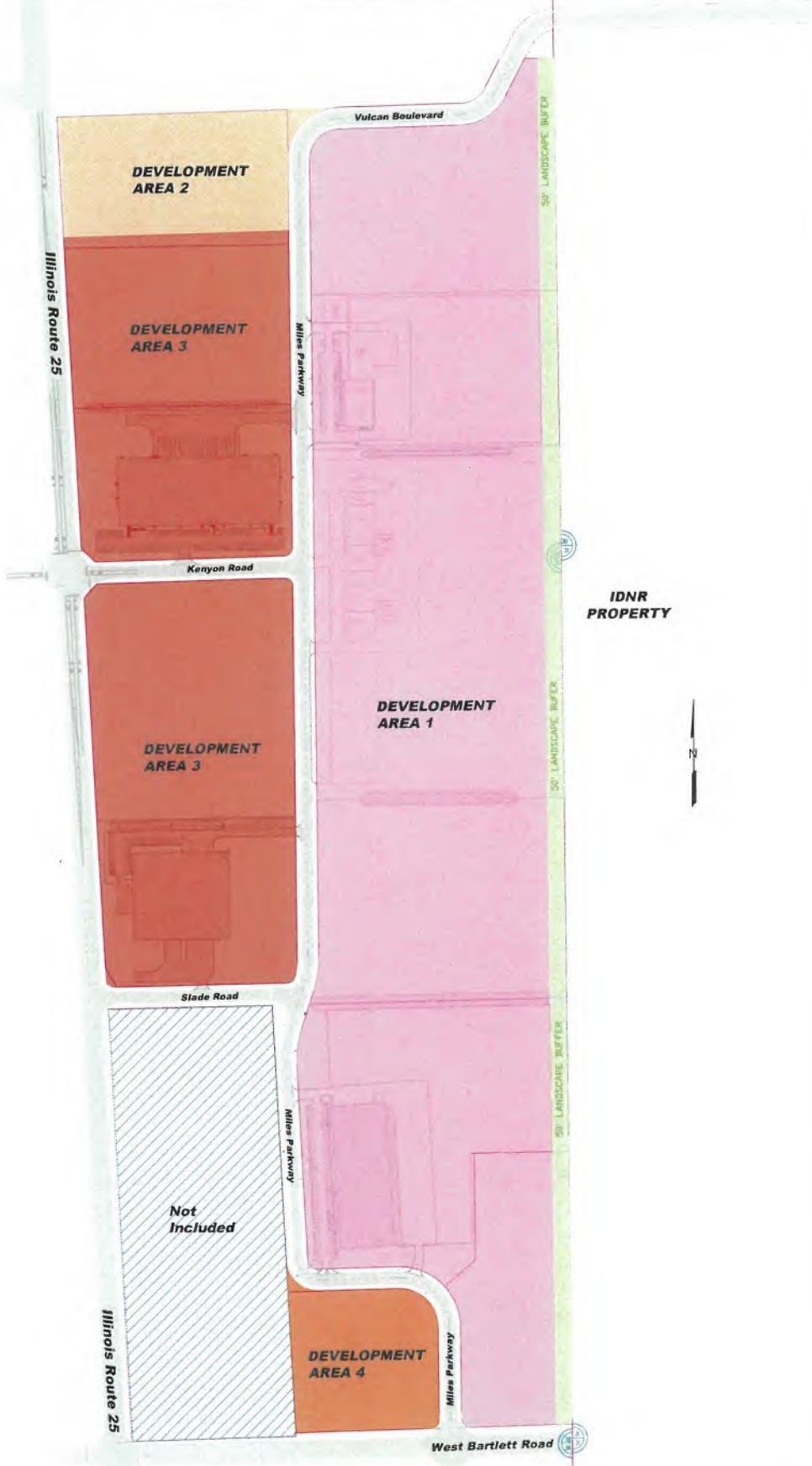
THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD DEDICATED PER DOCUMENT NUMBER 2008K010201 AND THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE ALONG SAID NORTH RIGHT OF WAY LINE FOR THE FOLLOWING TWO (2) COURSES; (1) THENCE SOUTH 88 DEGREES 44 MINUTES 05 SECONDS WEST, 280.02 FEET; (2) THENCE NORTH 45 DEGREES 53 MINUTES 13 SECONDS WEST, 70.25 FEET TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NUMBER 2004K116375; THENCE ALONG SAID EAST RIGHT OF WAY LINE FOR THE FOLLOWING TWO (2) COURSES; (1) THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, 256.03 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 183.00 FEET WITH AN ARC LENGTH OF 130.86 FEET AND A CHORD BEARING NORTH 20 DEGREES 59 MINUTES 40 SECONDS WEST TO THE SOUTHERLY MOST POINT OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED DECEMBER 31, 2020 AS DOCUMENT NUMBER 2020K082411; THENCE ALONG A SOUTHERLY AND EASTERLY LINE OF SAID LAND DESCRIBED IN QUIT CLAIM FOR THE FOLLOWING TWO (2) COURSES; (1) THENCE NORTH 48 DEGREES 15 MINUTES 23 SECONDS EAST, 121.64 FEET; (2) THENCE NORTH 00 DEGREE 30 MINUTES 29 SECONDS WEST, 317.72 FEET TO THE SOUTHEAST CORNER OF LAND DESCRIBED IN WARRANTY DEED RECORDED OCTOBER 5, 2018 AS DOCUMENT NUMBER 2018K048884; THENCE NORTH 89 DEGREES 11 MINUTES 30 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LAND DESCRIBED IN WARRANTY DEED, 283.35 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE SOUTH 00 DEGREE 30 MINUTES 31 SECONDS EAST, 821.05 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

CONTAINING 256,936 SQUARE FEET OR 5.898 ACRES, MORE OR LESS.

EXHIBIT B

Revised PUD Plan

PROPOSED PUD PLAN





Agenda Item Executive Summary

AGENDA ITEM: #2023-11 Alan Horticulture BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount \$N/A Budgeted \$N/A
Fund: N/A Corresponding Activity Measures: P&Z Commission Review

EXECUTIVE SUMMARY

The petitioner is requesting to **amend the Blue Heron Business Park Planned Development** to redesignate the property at the northeast corner of Miles Parkway and West Bartlett Road to Development Area 1 to allow the construction of a building and contractor yard for a landscape contractor - Alan Horticulture. The original Blue Heron Business Park annexation agreement and PUD established four development areas each with different bulk regulations and allowable use lists.

The **Site Plan** includes a 15,600 sq.ft. building for Alan Horticulture's offices and repair facility for their vehicle fleet.

The Planning and Zoning Commission held the required public hearing, reviewed the petitioner's request, and **recommended approval** at their meeting on February 1, 2024, with the following additional condition:

- I. the light poles in the employee parking lot shall match that of those in the West Bartlett Corridor Plan.

The Committee of the Whole reviewed the petitioner's requests at their meeting on February 20, 2024. The Committee forwarded the petition to the Village Board for a final vote.

ATTACHMENTS (PLEASE LIST)

PDS Memo, ordinance with exhibits

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Work to improve business profile in the village (Route 25 corridor)

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to approved Ordinance 2024-____ An Ordinance Approving an Amendment to the Blue Heron Business Park Planned Unit Development and a Site Plan for Alan Horticulture
- Motion

Staff: Kristy Stone, PDS Director

Date: March 12, 2024

PLANNING & DEVELOPMENT SERVICES MEMORANDUM

24-17

DATE: March 11, 2024
TO: Paula Schumacher, Village Administrator
FROM: Andrew Barna, Associate Planner
RE: **(#23-11) Alan Horticulture**

PETITIONER

Abbott Land and Investment Corporation

SUBJECT SITE

NEC Miles Parkway and West Bartlett Road

REQUESTS

**Amendment to the Planned Unit Development (Blue Heron Business Park)
Site Plan (Alan Horticulture)**

SURROUNDING LAND USES

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
Subject Site	Vacant	Industrial	I-2 EDA
North	Office/Warehouse	Industrial	PD
South	Single Family Residential	Residential	SR-4 PUD
East	Heron Woods Habitat Area	Open Space	N/A
West	Vacant	Commercial	PD

CURRENT DISCUSSION

1. The petitioner is requesting an **amendment to the planned unit development** to modify the Concept Plan and Preliminary PUD Plan for Blue Heron Business Park to change the development area designation for the subject property. The original Blue Heron Business Park annexation agreement and PUD established four development areas each with different bulk regulations and allowable use lists. *The Village Board will conduct the public hearing and review the petitioner's request to amend the annexation agreement.*
2. The subject property is currently designated as being within Development Area

- 4, which is restricted to commercial uses. The petitioner is requesting that the property designation be changed to Development Area 1 to allow a contractor's yard with outdoor storage for Alan Horticulture.
3. The **Site Plan** includes a 16,590 square foot building an office area with second floor mezzanine and a 11,600 sq.ft. maintenance area for their fleet.
 4. The parking lot contains forty-nine (49) parking spaces for office and warehouse employees and visitors, which meets zoning ordinance requirements.
 5. The gravel storage yard includes eighty-three (83) truck and trailer parking spaces. Thirty-five of the stalls are double stacked for landscape equipment staging. The south side of the storage yard contains a fueling station surrounded by bollards with four (4) pumps and tanks. To the east, a masonry dumpster enclosure is included. The north side of the yard includes six (6) concrete, material landscape bin blocks to hold gravel, sand, mulch, and dirt. The northernmost portion of the yard has four (4) concrete block landscape bins with fabric roof structures. These bins would provide covered salt storage in the winter and equipment storage in the summer. Additionally, the yard contains a dumpster for yard waste grass clippings, a landscape debris bin block, and a nursery stack covered with a fabric roof.
 6. The 25' tall pre-cast building includes a canopy on the south and west sides of the building. A combination of real and faux windows are proposed on the 1st and 2nd story on all four elevations. The north side of the building has five (5) drive-in dock doors. The south side of the building (facing West Bartlett Road) has one (1) drive-in dock door. *The West Bartlett Road Corridor Plan identifies this property as being in the Picturesque Western Gateway. This design guidelines in the Corridor Plan propose office buildings to be located near to the landscape buffer along West Bartlett Road and that building materials should combine a mixture of materials. The design guidelines for the West Bartlett Road Corridor Plan are attached.*
 7. The site will be accessed via two (2) curb cuts on Miles Parkway. The southern curb cut to service the employee and visitor parking lot and the northern curb cut serves the truck and trailer parking and dock doors of the repair facility.
 8. The updated landscape plan, elevation plan, photometric plan and engineering plans are currently under review by Staff.

RECOMMENDATION

1. The Staff recommends **approval** of the petitioner's requests for an amendment of the PUD and the Site Plan subject to the following conditions and findings of fact:
 - A. Village Engineer approval of the engineering plans;

- B. Building permits shall be required for all construction activities;
- C. Planning and Development Services approval of the landscape and photometric plan;
- D. Landscaping must be installed within one year of the issuance of a building permit;
- E. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to the Planning & Development Services department for review and approval by the Village Forester and a bond posted in the approved amount for its future installation;
- F. All proposed signage shall require permits and approval from the Planning & Development Services Department prior to installation;
- G. Dumpsters shall be located behind a solid gate;
- H. Any required Public Improvement Completion Agreement and associated bonds shall be submitted for review and approval by the Village Attorney;
- I. The emissions of odorous matter in such quantity as to be readily detectable at any point along a lot line or as to produce a public nuisance or hazard beyond a lot line is prohibited.
- J. Findings of Fact (PUD):
 - i. That The proposed Planned Unit Development is desirable to provide a mix of uses which are in the interest of public convenience and will contribute to the general welfare of the community;
 - ii. That the Planned Unit Development will not under the circumstances of the particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
 - iii. That the Planned Unit Development shall conform to the regulations and conditions specified in this title for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.
 - iv. That the proposed uses conform to the Comprehensive Plan and the general planning policies of the Village for this parcel.
 - v. That each of the proposed uses is a permitted or special use in the district or districts in which the Planned Unit Development would be located.
 - vi. That the Planned Unit Development is designed, located and proposed to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected.
 - vii. That it shall not substantially lessen or impede the suitability for permitted use and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity.
 - viii. That impact donations shall be paid to the Village in accordance with all applicable Village ordinances in effect at the time of approval.

- ix. That the plans provide adequate utilities, drainage and other necessary facilities.
 - x. That The plans provide adequate parking and ingress and egress and are so designed as to minimize traffic congestion and hazards in the public streets.
 - xi. That the plans have adequate site area, which area may be greater than the minimum in the district in which the proposed site is located, and other buffering features to protect uses within the development and on surrounding properties.
 - xii. That there is reasonable assurance that, if authorized, the PUD will be completed according to schedule and adequately maintained.
- K. Findings of Fact (Site Plan):
- i. That the proposed contractor yard on the Subject Property is a permitted use in Development Area 1 of the Blue Heron Business Park PD Zoning District;
 - ii. That the proposed development on the Subject Property and the proposed improvements, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
 - iii. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient, and convenient movement of traffic not only within the site but on adjacent roadways as well;
 - iv. That the site plan provides for the safe movement of pedestrians within the site;
 - v. That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking, or access ways shall be landscaped with a mixture of grass, trees, and shrubs.
 - vi. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.
2. The Planning and Zoning Commission held the required public hearing, reviewed the petitioner's request, and **recommended approval** at their meeting on February 1, 2024, with the following additional condition:
- I. The light poles in the employee parking lot shall match that of those in the West Bartlett Corridor Plan.
3. The Committee of the Whole reviewed the petitioner's requests at their meeting on **February 20, 2024**. The Committee forwarded the petition to the Village Board for a final vote.
4. The ordinance with exhibits is attached for your reference.

ORDINANCE 2024-_____

AN ORDINANCE APPROVING AN AMENDMENT TO THE BLUE HERON BUSINESS PARK PLANNED UNIT DEVELOPMENT AND A SITE PLAN FOR ALAN HORTICULTURE

WHEREAS, The Village previously entered into an Annexation Agreement dated July 29, 2003, with Bluff City, LLC, Southwind Financial, Ltd. And David D Welch for the annexation of approximately 125 acres of property on the western edge of the Village to be known as the Blue Heron Business Park, which has subsequently been amended on four occasions (collectively, the "**Annexation Agreement**"); and

WHEREAS, pursuant to the terms of the Annexation Agreement, on July 29, 2003, the Village approved Ordinance 2003-104, "An Ordinance Rezoning 125+/- Acres owned by Bluff City LLC, Southwind Financial, Ltd and David Welch to the PD District, Granting a Special Use Permit for a Planned Unit Development and Approving a Preliminary PUD Plan and a Pre-Approved Site Plan for the Blue Heron Business Park," (referred to herein as the "**Blue Heron Business Park PUD**"); and

WHEREAS, on February 16, 2016, the Village approved Ordinance 2016-13, "An Ordinance Approving an Amended Planned Unit Development for the Blue Heron Business Park Property, Granting a Special Use Permit for an Amended Concept Plan, an Amended Preliminary PUD Plan, and an Amended Pre-Approved Site Plan," which amended the prior zoning approvals for the Blue Heron Business Park PUD; and

WHEREAS, the Blue Heron Business Park PUD and PUD Plan divides the Blue Heron Business Park into four (4) development areas, each of which allow for different permitted and special uses; and

WHEREAS, GIFFORD 300, LLC (the "**Owner**") is the owner the property located generally at the northeast corner of Miles Parkway and West Bartlett Road in the Village of Bartlett, legally described on **Exhibit A**, and is referred to herein as the "**Subject Property**"), which is currently zoned PD and is located within the Blue Heron Business Park PUD; and

WHEREAS, the Annexation Agreement and the Blue Heron Business Park PUD designate the Subject Property as "Development Area 4," which allows for certain commercial uses; and

WHEREAS, no commercial use has developed on the Subject Property and the Subject Property remains vacant; and

WHEREAS, "Development Area 1" under the Annexation Agreement and the Blue Heron Business Park PUD allows for certain industrial uses; and

WHEREAS, the Owner has requested that the Village amend the Annexation Agreement to change the designation of the Subject Property from “Development Area 4” to “Development Area 1”; and

WHEREAS, the Owner has also (1) requested that the Village amend the Blue Heron Business Park PUD to change the designation of the Subject Property from “Development Area 4” to “Development Area 1,” and (2) requested that the Village approve a Site Plan for the proposed use of the Subject Property by Alan Horticulture as a contractor’s yard with outdoor storage (collectively, the “*Petition*”); and

WHEREAS, On February 1, 2024, pursuant to proper notice, the Bartlett Planning and Zoning Commission conducted a public hearing and reviewed the Petition from Owner, and has recommended to the Corporate Authorities that the Petition be granted, subject to the conditions and findings of fact set forth in its report; and

WHEREAS, on March 19, 2024, pursuant to proper notice, the Corporate Authorities of the Village conducted a public hearing on the Fourth Amendment to the Annexation Agreement to change the designation of the Subject Property from “Development Area 4” to “Development Area 1”; and

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

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

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

SECTION TWO: **Findings of Fact.**

A. Amendment to the Blue Heron Business Park PUD: Based on the conditions set forth in Section 5 of this Ordinance, the Corporate Authorities make the following findings of fact regarding the Owner’s application for an amendment to the Blue Heron Business Park PUD:

1. That the proposed amendment to the PUD is desirable to provide a mix of uses which are in the interest of public convenience and will contribute to the general welfare of the community.

2. That the proposed amendment to the PUD will not under the circumstances of this particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity.
3. That the proposed amendment to the PUD will conform to the regulations and conditions specified in this title for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.
4. That the proposed uses conform to the Comprehensive Plan and the general planning policies of the Village for the Subject Property.
5. That each of the proposed uses is a permitted or special use in the district or districts in which the Blue Heron Business Park PUD is located.
6. That the proposed amendment to the PUD is designed, located, and proposed to be operated and maintained so that the public health, safety, and welfare will not be endangered or detrimentally affected.
7. That the proposed amendment to the PUD shall not substantially lessen or impede the suitability for permitted use and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity.
8. That impact donations shall be paid or already have been paid to the Village in accordance with all applicable Village ordinances in effect at the time of the approval.
9. That the plans provide adequate utilities, drainage and other necessary facilities.
10. That the plans provide adequate parking and ingress and egress and are so designed as to minimize traffic congestion and hazards in the public streets.
11. That the plans have adequate site area and other buffering features to protect uses within the development and on surrounding properties.
12. That there is reasonable assurance that, if authorized, the uses allowed by the amendment to the PUD will be completed according to schedule and adequately maintained.

B. Site Plan. Based in part on the conditions set forth in Section 5 of this Ordinance, the Corporate Authorities make the following findings of fact regarding the Owner's application for approval of the Site Plan for Alan Horticulture to operate a contractor's yard with outdoor storage on the Subject Property:

1. That the proposed contractor's yard on the Subject Property is a permitted use in Development Area 1 of the Blue Heron Business Park PUD.
2. That the proposed use and development of the Subject Property and the proposed improvements, off-street parking, access, lighting, landscaping, and drainage are compatible with adjacent land uses.
3. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient, and convenient movement of traffic not only within the site but on adjacent roadways as well.
4. That the site plan provides for the safe movement of pedestrians within the site.
5. That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking, or access ways shall be landscaped with a mixture of grass, trees, and shrubs.
6. That all outdoor storage areas are screened and are in accordance with standards specified by the Bartlett Zoning Ordinance.

SECTION THREE: Amendment to the Blue Heron Business Park PUD.

Pursuant to Section 10-9-10 of the Bartlett Zoning Ordinance, and subject to the conditions set forth in Section 5 of this Ordinance, the Corporate Authorities hereby approve the Amendment to the Blue Heron Business Park PUD to change the designation of the Subject Property from "Development Area 4" to "Development Area 1," as depicted on the amended PUD Plan attached hereto as **Exhibit B**.

SECTION FOUR: Site Plan Approval. The site plan prepared by Waner Enterprises, Inc., dated June 14, 2023, and last revised January 18, 2024 (the "**Site**

Plan”), attached hereto as **Exhibit C**, is hereby approved, subject to the conditions contained in Section 5 of this Ordinance.

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

- A. Village Engineer approval of the engineering plans for the Subject Property;
- B. Building permits and all other necessary permits shall be required for all construction activities, and this Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind may be commenced on the Subject Property pursuant to the approvals granted by this Ordinance unless and until all conditions of this Ordinance precedent to that work have been fulfilled and after all permits, approvals, and other authorizations for the work have been properly applied for, paid for, and granted in accordance with all applicable laws and regulations;
- C. Planning and Development Services Department approval of the landscape and photometric plan for the Subject Property;
- D. Landscaping must be installed within one year of the issuance of a building permit;
- E. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to the Planning & Development Services Department for review and approval by the Village Forester and a bond posted in the approved amount for its future installation;
- F. All proposed signage shall require permits and approval from the Planning and Development Services Department prior to installation;
- G. Dumpsters must be located behind a solid gate;
- H. Any required public improvement completion agreement and associated surety must be submitted for review and approval by the Village Attorney;
- I. The emissions of odorous matter in such quantity as to be readily detectable at any point along a lot line or as to produce a public nuisance or hazard beyond a lot line of the Subject Property is prohibited.
- J. The light poles in the employee parking lot depicted on the Site Plan must match the light poles provided for in the Village’s West Bartlett Corridor Plan.

- K. Except as expressly modified by this Ordinance, the Blue Heron Business Park PUD, as approved by Ordinance 2003-104 and as amended by Ordinance 2016-13, remains in full force and effect;
- L. The Bartlett Zoning Ordinance, the Subdivision Ordinance, Village building codes, and all other applicable Village ordinances and regulations shall continue to apply to the Subject Property, and the development and use of the Subject Property must comply with all laws and regulations of the Village and all other federal, state, and local governments and agencies having jurisdiction.
- M. The development, maintenance, and use of the Subject Property must be in substantial compliance with the amended PUD Plan attached hereto as Exhibit B, the Site Plan attached hereto as Exhibit C, and the final engineering, photometric, and landscape plans as approved by the Village Engineer and the Planning & Development Services Department, except for minor changes to such plans as approved by the Director of Planning & Development Services and the Village Engineer.

SECTION SIX: Failure to Comply. Upon the failure or refusal of the Owner, or any subsequent owner or occupant of the Subject Property to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the approvals granted pursuant to this Ordinance (collectively, the "**Conditioned Approvals**"), will, at the sole discretion of the Corporate Authorities, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Corporate Authorities will not revoke the Conditioned Approvals unless it first provides the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Board of Trustees regarding the revocation. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the Blue Heron Business Park PUD as they existed prior to the adoption of this Ordinance and all other applicable Village Codes and Ordinances, as they may be amended from time to time. Further, in the event of revocation, the Village Administrator and Village Attorney are authorized and directed to bring all zoning enforcement actions as may be appropriate under the circumstances. The Petitioner acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section 6, and agrees not to challenge any revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Petitioner required by this Section 6 is given.

SECTION SEVEN: 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 EIGHT: 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 NINE: Effective Date. This Ordinance shall be in full force and effect after its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

PASSED: March 19, 2024

APPROVED: March 19, 2024

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 March 19, 2024, and approved on March 19, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Exhibit A

Legal Description:

(PIN: 06-36-200-036)

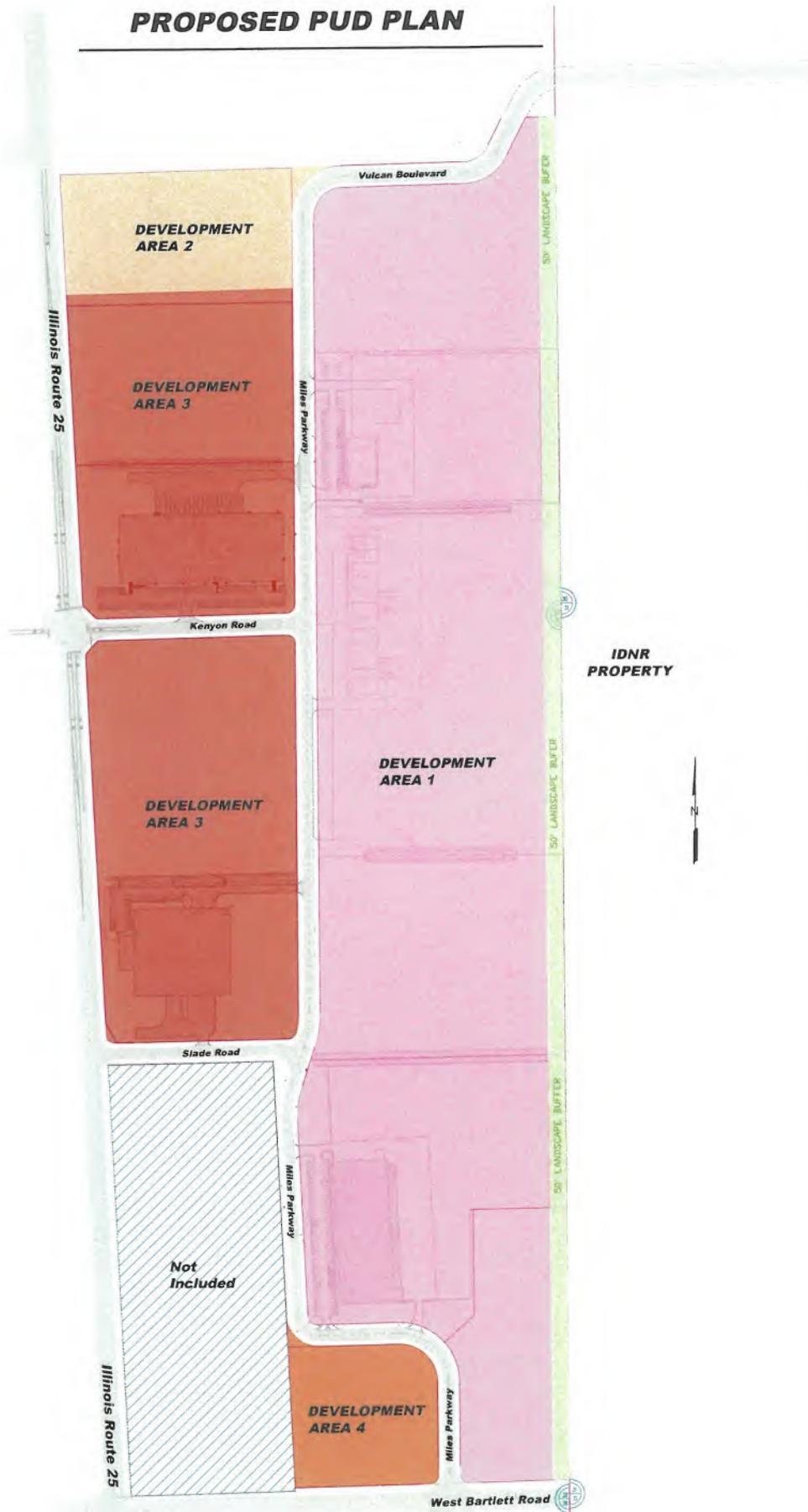
THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD DEDICATED PER DOCUMENT NUMBER 2008K010201 AND THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 36; THENCE ALONG SAID NORTH RIGHT OF WAY LINE FOR THE FOLLOWING TWO (2) COURSES; (1) THENCE SOUTH 88 DEGREES 44 MINUTES 05 SECONDS WEST, 280.02 FEET; (2) THENCE NORTH 45 DEGREES 53 MINUTES 13 SECONDS WEST, 70.25 FEET TO THE EAST RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NUMBER 2004K116375; THENCE ALONG SAID EAST RIGHT OF WAY LINE FOR THE FOLLOWING TWO (2) COURSES; (1) THENCE NORTH 00 DEGREES 30 MINUTES 31 SECONDS WEST, 256.03 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 183.00 FEET WITH AN ARC LENGTH OF 130.86 FEET AND A CHORD BEARING NORTH 20 DEGREES 59 MINUTES 40 SECONDS WEST TO THE SOUTHERLY MOST POINT OF LAND DESCRIBED IN QUIT CLAIM DEED RECORDED DECEMBER 31, 2020 AS DOCUMENT NUMBER 2020K082411; THENCE ALONG A SOUTHERLY AND EASTERLY LINE OF SAID LAND DESCRIBED IN QUIT CLAIM FOR THE FOLLOWING TWO (2) COURSES; (1) THENCE NORTH 48 DEGREES 15 MINUTES 23 SECONDS EAST, 121.64 FEET; (2) THENCE NORTH 00 DEGREE 30 MINUTES 29 SECONDS WEST, 317.72 FEET TO THE SOUTHEAST CORNER OF LAND DESCRIBED IN WARRANTY DEED RECORDED OCTOBER 5, 2018 AS DOCUMENT NUMBER 2018K048884; THENCE NORTH 89 DEGREES 11 MINUTES 30 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LAND DESCRIBED IN WARRANTY DEED, 283.35 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE SOUTH 00 DEGREE 30 MINUTES 31 SECONDS EAST, 821.05 FEET TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

CONTAINING 256,936 SQUARE FEET OR 5.898 ACRES, MORE OR LESS.

EXHIBIT B

Amended PUD Plan

PROPOSED PUD PLAN



**DEVELOPMENT
AREA 2**

**DEVELOPMENT
AREA 3**

**DEVELOPMENT
AREA 3**

**DEVELOPMENT
AREA 1**

**Not
Included**

**DEVELOPMENT
AREA 4**

**IDNR
PROPERTY**



EXHIBIT C

Site Plan

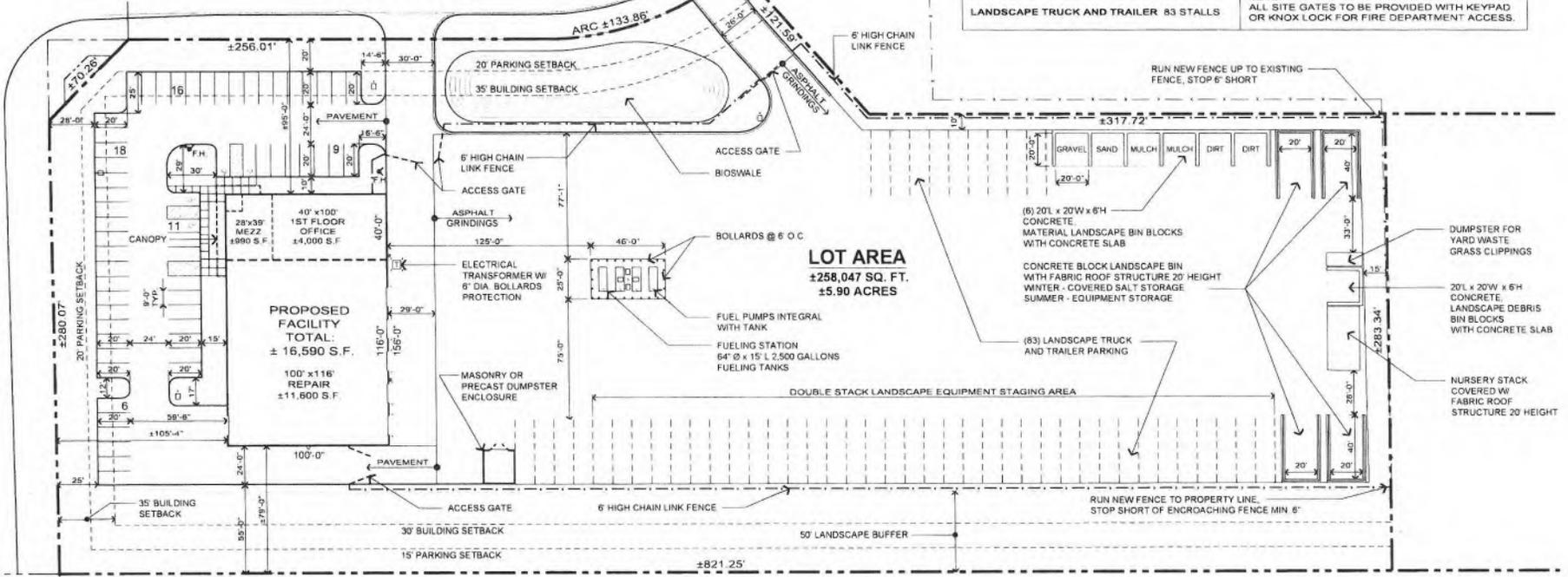


LOCATION MAP
SCALE NTS

PROJECT DATA		PROPOSED BLDG. HEIGHT: 25'-0" 1-STORY	
ZONING DISTRICT: PD PLANNED DEVELOPMENT		MAX. BUILDING HEIGHT:	45'-0"
LOT AREA: ± 5.90 ACRES	±258,047 SQ. FT.	FLOOR AREA RATIO:	±15,600 SQ. FT. / ±1258,047 SQ. FT.
OFFICE: ±4,000 SQ. FT.		FLOOR AREA RATIO ALLOWED MAX. FAR:	0.08 / 0.5
REPAIR: ±11,600 SQ. FT.		LANDSCAPE PERCENTAGE:	
MEZZANINE: ±900 SQ. FT.		LANDSCAPED OPEN AREA: ±78,675 SQ. FT.	
TOTAL BUILDING AREA: ±16,900 SQ. FT.		TOTAL LOT AREA: ±258,047 SQ. FT.	
		PROPOSED LANDSCAPE %:	30.4%
PARKING REQUIRED OFFICE (1/275 (4,000 S.F.)):	15 STALLS	MIN. AREA OF LANDSCAPE:	20% (NOT LESS)
REPAIR (1/500 (11,600 S.F.)) PLUS 1 SPACE PER 1.5 EMPLOYEE:	30 STALLS	BUILDING SETBACKS:	REQD. PRPSD.
MEZZANINE (1/275 (900 S.F.)):	4 STALLS	FRONT YARDS:	35'-0" ±95'-0"
ACCESSIBLE:	2 STALLS	SIDE YARDS:	35'-0" ±105'-4"
TOTAL:	51 STALLS	REAR YARDS:	30'-0" ±79'-0"
		PARKING SETBACKS:	REQD. PRPSD.
PARKING PROVIDED STANDARD:	56 STALLS	FRONT YARDS:	20'-0" 20'-0"
ACCESSIBLE:	4 STALLS	CORNER YARDS:	20'-0" 25'-0"
TOTAL:	60 STALLS	REAR YARDS:	15'-0" 55'-0"
LANDSCAPE TRUCK AND TRAILER:	83 STALLS		
NOTE: ALL SITE GATES TO BE PROVIDED WITH KEYPAD OR KNOX LOCK FOR FIRE DEPARTMENT ACCESS.			

MILES PARKWAY

W. BARTLETT ROAD



PROPOSED SITE PLAN
SCALE 1" = 10'-0"
NORTH

SP-1

PROJECT # 23020
DATE: 06/14/2023
REVISIONS: 01/18/2024
SCALE: AS NOTED
©COPYRIGHT 2024 arete design studio, llc
ALL RIGHTS RESERVED

OWNER:
ALAN HORTICULTURE LLC.

4355 WEAVER PKWY. SUITE 350
WARRENVILLE, IL 60555

DESIGN BUILDER:

WARNER ENTERPRISES INC.
10150 SOUTH VIRGINIA AVENUE, SUITE J
CHICAGO RIDGE, IL 60415
(708)423-8200

ARCHITECT/PLANNER:

arete design studio
10150 SOUTH VIRGINIA AVENUE, SUITE J
CHICAGO RIDGE, IL 60415
(708)423-8200

PROPOSED LANDSCAPE SERVICE FACILITY
NEC W. BARTLETT RD. & MILES PKWY.
BARTLETT, IL 60103



Agenda Item Executive Summary

AGENDA ITEM: Rt 59 Bike Underpass Civil Engineering Services Agreement BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount \$33,200 Budgeted \$75,000

Fund: Streets

- Corresponding Activity Measure: Evaluate bike/pedestrian connectivity under/over and along Route 59.

EXECUTIVE SUMMARY

This agreement is for the civil engineering services for the Rt 59 bike underpass project. Mackie Consultants, LLC is working with DR Horton on the Grasslands Subdivision adjacent to the project and is most familiar with the proposed bike underpass. The design engineering for this project is being funded with a Cook County ARPA grant in the amount of \$150,000 that was recently approved.

We recommend award of the Civil Engineering Services Agreement with Mackie Consultants, LLC.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Improve Village bike and pedestrian pathways and routes

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 civil engineering services agreement with Mackie Consultants, LLC.

Staff: Dan Dinges, Director of Public Works

Date: March 8, 2024

Memo

DATE: March 8, 2024

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Rt 59 Bike Underpass Civil Engineering Services Agreement

This agreement is for the civil engineering services for the Rt 59 bike underpass project. Mackie Consultants, LLC is working with DR Horton on the Grasslands Subdivision adjacent to the project and is most familiar with the proposed bike underpass. The design engineering for this project is being funded with a Cook County ARPA grant in the amount of \$150,000 that was recently approved.

We recommend award of the Civil Engineering Services Agreement with Mackie Consultants, LLC.

Motion: I move to approve Resolution 2024-_____, a resolution approving the civil engineering services agreement with Mackie Consultants, LLC.

RESOLUTION 2024 - _____

**A RESOLUTION APPROVING THE CIVIL ENGINEERING SERVICES AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT
AND MACKIE CONSULTANTS LLC.**

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

SECTION ONE: The Engineering Services Agreement dated March 5, 2024 for the Rt 59 Bike Underpass Project (the "Project Work") in the amount of \$33,200, as set forth in the agreement attached hereto and incorporated herein, is hereby awarded to Mackie Consultants LLC. subject to the terms and conditions of the defined Agreement.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 19, 2024

APPROVED: March 19, 2024

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, Lorna Giless, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2024 - _____ enacted on March 19, 2024 and approved on March 19, 2024 as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk



REVISED
E-MAIL

March 5, 2024

Mr. Dan Dinges
Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103
ddinges@bartlett.il.gov

**Re: Pedestrian Path Extension
Route 59 Underpass
Bartlett, Illinois**

Dear Dan:

We are pleased to submit this revised proposal to provide professional civil engineering and land surveying services for the pedestrian path extension associated with the Route 59 underpass in Bartlett, Illinois.

PROJECT UNDERSTANDING

It is our understanding that the Village of Bartlett will be connecting the pedestrian path associated with The Grasslands (residential subdivision) to the proposed Route 59 underpass. The pedestrian path is intended to ultimately connect with the existing path on the south side of West Bartlett Road by others. The Grasslands is located west of Naperville Road, north of West Bartlett Road, and east of Route 59. These proposed improvements will include the hardscape, grading and drainage necessary to connect the subdivision path with the underpass path and stub for future extension. The limits of the improvements will extend approximately 100-feet beyond the IDOT right-of-way in both directions. We offer to complete the following services as indicated below:

Final Engineering Phase

I. PLAT OF TOPOGRAPHY

Mackie Consultants will prepare a Plat of Topography of the above-mentioned areas for development of a pedestrian path extension as part of the proposed Route 59 underpass which will include contours at 1-foot intervals; limits of tree lines; locations and elevations of existing visible, above-ground structures; visible above grade utilities and below grade utility structures (with inverts and apparent pipe sizing & material). Limits will include anticipated delineation of pedestrian path and 100-feet beyond the IDOT right-of-way in both directions. GIS contours will be used as reference for areas outside the anticipated limits of improvements. Wetland delineation flags will be included with topographic survey if available. The scope of topography does not anticipate individual tree locations. Revisions requested to the topography will be invoiced at our staff hourly rates.

Lump Sum Fee - \$ 6,500.00

Note: A wetland delineation should be completed by a wetland specialist for inclusion with the topographic survey.

II. FINAL ENGINEERING

Mackie Consultants, LLC will coordinate with the proposed Route 59 underpass plans (prepared by Gannet Flemming) and complete final engineering plans (outside the limits of the proposed underpass) for review and approval by the Municipality and reviewing agencies. The final engineering plans will contain the following:

- A. Demolition plan identifying construction limits and removals;
- B. Grading plans which show elevations at one-foot contour intervals, finished grades at contour break points and other areas requiring definition;
- C. Stormwater Pollution Prevention Plans in accordance with NPDES regulations;
- D. Paving plans defining geometrics, landscape areas, transitions, and connections;
- E. Construction details and technical specifications which will further define and clarify the above improvements and their appurtenances;

This final engineering design and deliverable documents will include the path connection from The Grasslands Subdivision to the Route 59 underpass and the path stub east of the Route 59 underpass but will not include any path improvements associated with the actual Route 59 underpass. The design does not anticipate site runoff storage, post construction best management practices (PCBMP) or offsite improvements in the scope. Revisions to the final engineering plans shall be completed at staff hourly rates.

Lump Sum Fee - \$ 10,500.00

III. PERMITTING

Mackie Consultants, LLC will prepare and submit for approval the following permit applications:

- A. Provide assistance with completing the engineering portions of the local municipality site development application;
- B. Illinois Historic Preservation Agency (IHPA) Report;
- C. Illinois Department of Natural Resources (IDNR) Endangered Species Consultation Program Agency Action Report;
- D. Illinois Environmental Protection Agency (IEPA) Notice of Intent for Stormwater Discharge;
- E. DuPage County Stormwater Management Permit;

Lump Sum Fee - \$ 6,000.00

IV. IDOT PERMITTING

Mackie Consultants will coordinate with Illinois Department of Transportation (IDOT) to complete the required documentation and permitting application associated with construction of the pedestrian path within the limits of the IDOT right-of-way. The applications and permitting will be completed using the proposed path plans (prepared by Mackie Consultants) and the Route 59 underpass plans (prepared by Gannet Fleming). Revisions to the permitting submittal based on land plan revisions shall be completed as additional services.

Lump Sum Fee - \$ 3,500.00

V. METRA PERMITTING

Mackie Consultants will coordinate with Metra to complete the required documentation and permitting application associated with construction of the pedestrian path within the limits of the Metra right-of-way. The applications and permitting will be completed using the proposed path plans (prepared by Mackie Consultants) and the Route 59 underpass plans (prepared by Gannet Fleming). Revisions to the permitting submittal based on land plan revisions shall be completed as additional services.

Lump Sum Fee - \$ 3,500.00

VI. FINAL MEETINGS

Meetings include face-to-face, conference calls and/or web-based virtual meetings with the client, other design team members, and consultants to discuss this project. The purpose of these meetings will be to review the project status and key design elements prior to and during the development of final documents.

Included in this task are meeting preparation, attendance and meeting minutes. Meetings will be invoiced at our staff hourly rates indicated below. The fee is based on four (4) meetings.

Lump Sum Fee - \$ 3,200.00

FEES

Final Engineering Phase

PHASE I	Lump Sum Fee -	\$ 6,500.00
PHASE II	Lump Sum Fee -	\$ 10,500.00
PHASE III	Lump Sum Fee -	\$ 6,000.00
PHASE IV	Lump Sum Fee -	\$ 3,500.00
PHASE V	Lump Sum Fee -	\$ 3,500.00
PHASE VI	Lump Sum Fee -	\$ 3,200.00

CONDITIONS

- A. The proposed fees for normal engineering and surveying services were developed after careful evaluation of the work involved and the conditions stated in this proposal. Reimbursable expenses for blueprints, photocopying, mileage, overnight delivery, messenger services and report compilation are not included in the fee estimate and will also be invoiced. Additional services that are not included in the proceeding fee estimate will be billed at the staff hourly rates.
- B. The attached General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.
- C. The staff hourly rates and other approved expenses referred to in this proposal shall not exceed the limits given below:

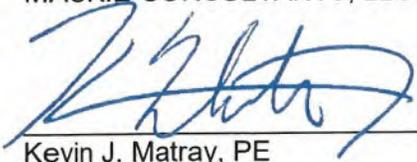
Principals	\$ 250.00
Senior Engineers and Land Surveyors	\$ 205.00 - \$ 240.00
Engineer I – III	\$ 185.00 - \$ 195.00
Engineering Technician I-V	\$ 145.00 - \$ 175.00
Construction Engineer	\$ 145.00 - \$ 180.00
Survey Field Crews	\$ 275.00 – 2 Man Crew \$ 385.00 – 3 Man Crew
CAD Technician I – II	\$ 160.00 - \$ 170.00
Business Personnel	\$ 120.00
Vehicles	\$ 0.70 per mile
Reproductions, Expendable Materials and Other Approved Expenses	At Cost + 12 percent

Mackie Consultants, LLC reserves the right to increase these rates and costs by 5 percent annually.

Mr. Dan Dinges
March 5, 2024
Page 4

If the above services, fees and conditions are acceptable, please return an executed copy of this proposal to us. The signed copy will serve as our agreement and authorization to proceed.

Very truly yours,
MACKIE CONSULTANTS, LLC



Kevin J. Matray, PE
Vice President

ACCEPTED:

VILLAGE OF BARTLETT

DATE

MACKIE CONSULTANTS, LLC
GENERAL TERMS AND CONDITIONS
EDITED AND APPROVED 3/8/2024 (KJM)

1. Relationship Between Engineer and Client: Mackie Consultants, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Engineer is not responsible for the implementation of the Storm Water Pollution Prevention Plan (SWPPP), including maintenance and/or repair of soil erosion and sediment control measures, for compliance with the General NPDES Permit for storm water discharges from construction site activities. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (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. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Engineer will be entitled to payment for all fees incurred up to the date of termination.

6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness,

nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.
- Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.
- In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.
- Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.
11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**. Venue for any action arising out of this Agreement will be in the Circuit Court of Cook County.
13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, county or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.

20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

24. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

25. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice in accordance with the provisions of the Illinois Local Government Prompt Payment Act. The client further agrees to pay interest on all amounts invoiced and not paid or objected to in accordance with the Illinois Local Government Prompt Payment Act.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

26. Jobsite Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties.

27. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work.

28. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.



Agenda Item Executive Summary

AGENDA ITEM: Rt 59 Bike Underpass Civil Engineering Services Agreement BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount \$49,250 + direct costs Budgeted \$75,000

Fund: Streets

- Corresponding Activity Measure: Evaluate bike/pedestrian connectivity under/over and along Route 59.

EXECUTIVE SUMMARY

This agreement is for the structural engineering services for the Rt 59 bike underpass project. Gannett Fleming is working with DR Horton on the Grasslands Subdivision adjacent to the project and is most familiar with the proposed bike underpass. The design engineering for this project is being funded with a Cook County ARPA grant in the amount of \$150,000 that was recently approved.

We recommend award of the Structural Engineering Services Agreement with Gannett Fleming.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Improve Village bike and pedestrian pathways and routes

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 structural engineering services agreement with Gannett Fleming.

Staff: Dan Dinges, Director of Public Works

Date: March 8, 2024

Memo

DATE: March 8, 2024

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Gannett Fleming Structural Engineering Services Agreement for the Rt 59
Bike Path Underpass

This agreement is for the structural engineering services for the Rt 59 bike underpass project. Gannett Fleming is working with DR Horton on the Grasslands Subdivision adjacent to the project and is most familiar with the proposed bike underpass.

The design engineering for this project is being funded with a Cook County ARPA grant in the amount of \$150,000 that was recently approved.

We recommend award of the Structural Engineering Services Agreement with Gannett Fleming.

Motion: I move the Village Board approve Resolution 2024 - _____, a Resolution approving the Structural Engineering Services Agreement with Gannett Fleming.

RESOLUTION 2024 - _____

**A RESOLUTION APPROVING THE STRUCTURAL ENGINEERING SERVICES
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT
AND GANNETT FLEMING.**

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 Engineering Services Agreement dated February 19, 2024 for the Rt 59 Bike Underpass Project (the "Project Work") in the amount of \$49,250 plus direct costs, as set forth in the agreement attached hereto and incorporated herein, is hereby awarded to Gannett Fleming subject to the terms and conditions of the defined Agreement.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 19, 2024

APPROVED: March 19, 2024

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2024 - _____ enacted on March 19, 2024 and approved on March 19, 2024 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

GANNETT FLEMING, INC.
180 N. Stetson Avenue, Suite 3700
Chicago, IL. 60601
PHONE NO. 312-228-0100

AGREEMENT FOR CONSULTING ENGINEERING SERVICES

THIS AGREEMENT made and entered into this 19 day of February, 20 24 is by and between:

Client Name: Village of Bartlett
Street Address: 228 S. Main Street
City: Bartlett State: IL Zip Code: 60103
Telephone Number: 630-837-0800 Fax Number: N/A
Mailing Address: Same as Street Address
City: _____ State: _____ Zip Code: _____
Attention: Daniel Dinges, Public Works Director

(hereinafter called "Client") and Gannett Fleming, Inc./Engineer, (hereinafter called "Gannett Fleming" or "Design Professional") and their affiliated professional or contracting organizations collectively), as follows:

- I. Client desires to engage Gannett Fleming to provide Consulting Services in connection with Client's project, ("The Project") described as follows:
Project Name: The Grasslands

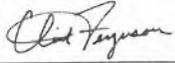
Project Location: Bartlett, Illinois

Project Description: Residential Development
- II. Gannett Fleming agrees to provide Consulting Services for the Project in accordance with the General Conditions, pages G-1 to G-9, the Scope of Services, pages S-1 to S-3, and the Fee Schedules, page F-1, attached hereto, incorporated by reference and made part of this Agreement.
- III. It is anticipated that the period of service for this Agreement will be from February 19, 2024 to December 31, 2024.
- IV. Is it anticipated that the fee to be paid by Client to Gannett Fleming for the services outlined in S-1 to S-3 will be **\$ 49,250 plus direct costs incurred**. This fee is supported by information contained on pages F-1.
- V. A signed copy of the Agreement returned to our office will serve as authorization to proceed with the work and a copy of the Agreement containing our signature will be returned for your files.
- VI. Gannett Fleming shall have the option to void this Agreement if not executed and returned to Gannett Fleming within thirty (30) days.

(signatures follow)

We appreciate the opportunity to submit this Agreement and look forward to working with you on this Project.

Gannett Fleming



Signature

Clinton E. Ferguson III, PE

Typed or Printed Name

Vice President

Title

Date: February 19, 2024

Client:

Signature

Typed or Printed Name

Title

Date:

GENERAL CONDITIONS

The terms and conditions of this Agreement are as follows:

1. **DEFINITIONS:** "Services" means the specific services to be performed by Gannett Fleming as set forth in the "Scope of Services." "Client" is the person or business entity ordering the services to be performed by Gannett Fleming who shall be responsible for payment for such services. If the Client is ordering the services on behalf of another, the Client represents and warrants that the Client shall bind such third party to the terms and conditions of this Agreement. The ordering of services from Gannett Fleming shall constitute acceptance of the terms of this Agreement.

2.0 **SERVICES:**

- 2.1 Gannett Fleming's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Gannett Fleming shall submit a schedule for the performance of the Services hereunder, which initially shall be consistent with the time period set forth above in Paragraph III of this Agreement. The schedule shall include allowances for periods of time required for the Client's review, for the performance of Client's and Gannett Fleming's consultants, and for review and approval of submissions by authorities having jurisdiction over the Project. Time limits established by a schedule approved by the Client shall not, except for reasonable cause, be exceeded by the Client or Gannett Fleming. The Schedule shall be adjusted, if necessary, as the Project proceeds.
- 2.2 Gannett Fleming agrees to perform its services in compliance with applicable laws, regulations, and ordinances and other legally enforceable requirements in effect as of the date of this Agreement. Except as specifically provided in the Scope of Services hereunder, Gannett Fleming shall not be responsible for determining any law, regulation or ordinance with which Client must comply for approval or completion of Client's Project. Moreover, any assistance provided in this regard shall not be construed in any way as advice of counsel.
- 2.3 Client agrees that Gannett Fleming may use the services of subconsultants when it is appropriate and customary to do so, provided that Gannett Fleming notifies the Client in advance. Such persons or entities include, but are not limited to, surveyors, specialized consultants and testing laboratories. Gannett Fleming may assign specific tasks to other affiliated organizations within the Gannett Fleming family of companies depending on the nature of the work, state licensing requirements and current staff assignments.
- 2.4 Unless otherwise provided in this Agreement, Gannett Fleming and its subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site. The Scope of Services and Fee

Schedule have been prepared on the basis that no hazardous or toxic substances are present at the Project site. In the event hazardous or toxic substances are discovered on the site, the parties agree to review and renegotiate the terms and conditions of this contract to protect the interests of the parties.

- 2.5 In the performance of services on behalf of Client, Gannett Fleming will not act as a municipal advisor to client with regard to recommendations related to municipal financial products or the issuance of municipal securities and does not owe a fiduciary duty pursuant to Section 15B of the Securities and Exchange Act of 1934, as amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act with respect to its services.
- 2.6 The parties acknowledge that the Gannett Fleming organization is registered to provide engineering services as Gannett Fleming, Inc.; Gannett Fleming Engineers and Architects, PC; Gannett Fleming Engineers, PC; and/or as Gannett Fleming of Michigan, Inc. in order to comply with various state licensing requirements. Additionally, Gannett Fleming Valuation and Rate Consultants, LLC is a registered municipal advisor. In order to provide services to the Client in compliance with federal and state licensing and registration requirements, Gannett Fleming may assign any duty or obligation related to performance under this Agreement to any of the entities named in this paragraph without providing notice or obtaining consent of the Client.

3. **COMPENSATION:**

- 3.1 Payments for services rendered and expenses incurred shall be made monthly upon presentation of Gannett Fleming's monthly invoices. Such invoices shall be computed in accordance with the attached Fee Schedule and are due and payable in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, et seq.
- 3.2 In-house expenses including reproduction, printing, copying, transportation, computer and other direct costs listed in the Fee Schedule will be invoiced at cost.
- 3.3 Client agrees to review invoices promptly and raise any questions regarding the invoiced items or amounts within (30) days of the date of the invoice. Otherwise, the invoice shall be considered correct and payable.
- 3.4 In the event payment is not made within ninety (90) days after the date of invoice, Gannett Fleming shall have the right to cease all further work on the Project by giving written notice the Client.
- 3.4 In the event that the Client requests overtime, work will be billed for such work at appropriate overtime hourly rates. Overtime work includes Sundays or standard legal holidays.
- 3.6 The Scope of Services and design requirements are based on local and state criteria in effect on the date of this Agreement and do not include extra services not specifically listed. Special design, extra services,

offsite work, Client and architectural revisions, and revisions due to changes in governmental policy will be billed at the hourly rates shown on the Fee Schedule. Charges for extra services must be approved in advance by the Client in writing.

4. STANDARD OF PERFORMANCE:

- 4.1 In performing the services under this Agreement, Gannett Fleming will use the degree of care and skill ordinarily exercised under similar circumstances by members of the engineering and surveying profession. Any problems relating to the services provided herein should be brought to the attention of Gannett Fleming as soon as encountered and before any obligation is incurred. If reasonable under the circumstances, Gannett Fleming reserves the right to correct any errors, including, but not limited to, the selection of a subcontractor or subconsultant and the negotiation of fees. GANNETT FLEMING PROVIDES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, REGARDING THE SERVICES PROVIDED HEREUNDER.
- 4.2 Gannett Fleming relies on the approval by reviewing agencies of the drawings, Record Plats, Site Plans, Permits and Bond Agreements and other final submittals, etc., as evidence of compliance with all applicable ordinances, regulations and design standards. Gannett Fleming shall be held harmless from any change in interpretation after receipt of any approvals and the revocation of approvals for any reason.
- 4.3 In performing its work, Gannett Fleming shall be entitled to rely on the accuracy and completeness of work of third parties, the representations of and material provided by Client and public records and shall be under no obligation to verify any of the foregoing except when expressly provided in the Scope of Services.
- 4.4 Opinions of the probable costs of construction, financing, acquisition of land, rights-of-way and other costs shall be made in accordance with good engineering practice and procedure. Client acknowledges that Gannett Fleming has no control over construction costs, competitive bidding and market conditions, or costs of financing, acquisition of land or rights-of-way; and Gannett Fleming does not guarantee the accuracy of such opinions of the probable costs as compared to actual costs or contractor's bids.
- 4.5 Gannett Fleming shall not be responsible during construction of the Project for the construction means, methods, techniques, sequences or procedures of any construction contractors or subcontractors, any aspect of safety during construction including safety precautions and programs incident thereto, nor any contractor's failure to perform the construction of the Project in accordance with the contract documents or violation of any safety laws, regulations or laws.
- 4.6 Gannett Fleming shall use its professional technical judgment and resources available to assist Client in obtaining required permits. Nothing in this Agreement shall be construed as a guarantee that Gannett

Fleming can cause a permit(s) or permit condition(s) to be granted or further Client's business goals.

5. **INSURANCE:**

5.1 Gannett Fleming shall maintain the following types of insurance relating to this Agreement and Gannett Fleming's performance of the Services:

(a) Workers' Compensation statutory coverage, and Voluntary Compensation coverage, to include Employer's Liability, with a limit of not less than \$500,000 per each occurrence;

(b) Broad Form Commercial General Liability and Automobile Liability coverages, with each kind of coverage providing a combined single limit of not less than \$1 million per each occurrence, to include the following coverages: Premises and Operations; Products and Completed Operations; Independent Contractors; Broad Form Contractual Liability; Broad Form Property Damage;

(c) Owned, Non-owned and Hired Vehicles; and Bodily Injury, including but not limited to personal injury and death, with a limit of not less than \$1,000,000 per each occurrence involving bodily injury and a limit of not less than \$1,000,000 per each occurrence involving property damage;

(d) Professional Liability Insurance during the term of the project in an amount not less than \$1,000,000.

5.2 All policies of insurance shall be written by companies, having a certificate of authority and a licensed agent authorized to transact the business of insurance in the state where the Services are being performed.

5.3 Gannett Fleming will have Client named as an additional insured on the commercial general liability and automobile liability coverages required under this Agreement. Gannett Fleming shall furnish the Client with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. The Client shall have the right, but not the obligation, of prohibiting Gannett Fleming from commencing work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received by the Client.

5.4 Gannett Fleming will, upon request, provide insurance certificates to Client upon renewal, expiration, or cancellation of any policy for which a certificate has been provided to Client at the time that this Agreement is executed.

6. **OBLIGATIONS OF CLIENT:**

6.1 Client shall designate in writing a person with authority to act on Client's behalf on all matters concerning this Agreement. Client shall be responsible for co-ordination with all consultants or work forces hired directly by Client and all governmental agencies as warranted.

6.2 Client shall furnish all legal, accounting and insurance consulting services as may be necessary for the

Project, including auditing services, and be responsible for the costs incident to fulfilling the requirements of this provision.

- 6.3 Client shall provide all criteria and full information as to Client's requirements in connection with the Project, including existing studies, reports and other available data pertinent to the Scope of Work. Client also agrees to obtain or authorize Gannett Fleming to obtain or provide additional reports and data as required and furnish to Gannett Fleming information on services of others as required for the performance of Gannett Fleming's services hereunder. Gannett Fleming shall be entitled to use and rely upon all such information and services provided by Client or others in performing Gannett Fleming's services under this Agreement.

7. **CHANGES IN SERVICES:**

- 7.1 Changes in the Scope of Services, including the services of Gannett Fleming's subconsultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed to by the Client and Gannett Fleming, if required by circumstances beyond Gannett Fleming's control, or if Gannett Fleming's services are affected by circumstances provided in paragraph 7.2 below. Gannett Fleming agrees to notify the Client of such circumstances at the time and Client agrees to notify Gannett Fleming promptly if Client does not agree to such change. If Client determines that all or a part of such changes in services are not required, Client shall so advise Gannett Fleming and Gannett Fleming shall have no obligation to provide those services. Except for a change due to the fault of Gannett Fleming, changes in services shall entitle Gannett Fleming to an adjustment in compensation in accordance with this Agreement.
- 7.2 The rate of compensation for services provided under this Agreement has been agreed to in anticipation of the orderly and continuous progress of the Project. If any of the following circumstances affect Gannett Fleming's services for the Project, Gannett Fleming shall be entitled to an appropriate adjustment in the Schedule and Compensation:
- (a) Change in the Project criteria, instructions or approvals given by the Client that necessitate revisions;
 - (b) Enactment of or revision of codes, laws or regulations or official interpretations or methodology that necessitate changes to previously prepared documents;
 - (c) Not used.
 - (d) Significant changes in the Project including, but not limited to, size, quality, complexity, the Client's schedule or budget, or procurement method;
 - (e) Preparation for or attendance at a public hearing, a dispute resolution proceeding or a legal proceeding, except where Gannett Fleming is a party thereto;

(f) Gannett Fleming is required to delay commencement of the work or if, upon embarking upon its work, Gannett Fleming is required to stop or interrupt the progress of this work as a result of changes in the services requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the control of Gannett Fleming.

7.3 Gannett Fleming will, at mutually agreed upon rates, provide assistance to and on behalf of Client, in the form of technical information, analysis and expert witnesses in claims and/or litigation in connection with this Agreement, including any claims or litigation brought by the Client against third parties or brought against the Client by third parties.

8. **ACCESS TO PROPERTY**

8.1 Client shall arrange for access to property and obtain the necessary permissions for Gannett Fleming and/or their representatives to perform the contracted services, by mailings and legal notices, as appropriate.

8.2 While Gannett Fleming will take reasonable precautions to minimize damage to the property, it is understood that in the normal course of Services some damage may occur to surface features and landscaping, the correction of which shall be the responsibility of the Client. Gannett Fleming will be responsible for any other damage(s) arising out of the performance of any Project, caused by its or its employee's negligence or willful misconduct.

8.3 When access to any plant, facility, structure, roadway or other property is required by Gannett Fleming in the performance of the Services, Gannett Fleming shall execute all security forms, if any, furnished by Client or the facility. Gannett Fleming shall coordinate its schedule and activities on Client's property with Client's designated Project Manager.

8.4 Client agrees to advise Gannett Fleming of all plant rules, regulations and safety procedures established by Client or the owner of the facility or site for access to and activities in and around any facilities or site with which Gannett Fleming employees will comply.

9. **SUSPENSION/ TERMINATION:**

9.1 If the Project is suspended for more than thirty (30) calendar days in the aggregate, Gannett Fleming shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting mobilization and demobilization costs. In addition, there shall be an equitable adjustment in the Project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) calendar days in the aggregate, either party may terminate this Agreement upon giving notice in writing to the other party.

9.2 If the Client fails to make payment when due or is otherwise in breach of this Agreement, Gannett Fleming may suspend performance of services by providing five (5) calendar days notice to the Client.

G-6

Gannett Fleming shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement.

- 9.3 This Agreement may be terminated by either party, with or without cause, at any time upon fifteen (15) days prior written notice to the other party. Upon such termination, the Client shall pay to Gannett Fleming all monies owed under this Agreement for all work performed up to the termination date.

10. DOCUMENTS:

- 10.1 At the conclusion of the Services and at such other times as may be reasonably requested by Client, Gannett Fleming shall furnish to Client reports on the status and results of the Project. Such reports shall be in the form, and cover the subject matters, specified by Client.
- 10.2 All plans, drawings, survey notes and other original documents are instruments of service and shall at all times remain the property of Gannett Fleming until paid for in full, after which a copy will be supplied to Client upon its request and at its expense. Client agrees not to reuse such documents on any other project without Gannett Fleming's prior consent, and Client further agrees that any reuse of such drawings not related to the original project shall be at Client's own risk. Client shall defend and indemnify Gannett Fleming from and against all expenses and damages arising out of such reuse or misuse. The Client further agrees that in the event that the Professional Services of Gannett Fleming under a Service Authorization are terminated with or without cause, Gannett Fleming shall not be required to release any files or work product to the Client until such time as Gannett Fleming receives full payment for all Professional Services performed for the Client up to the date of termination.
- 10.3 Copyright and intellectual property rights in materials produced or developed by Gannett Fleming in the performance of this Agreement shall be owned by Gannett Fleming. Client shall be deemed to possess an implied limited license for the use of these materials.

11. LIABILITY/ DISPUTES

- 11.1 Gannett Fleming agrees to defend, indemnify and hold the Village and its respective affiliated, officers and employees harmless, from and against claims, suits, actions, and damages, including reasonable attorneys' fees, to the extent arising out of or related to Gannett Fleming's negligent acts, errors or omissions in services provided under this Agreement. This indemnification shall not be limited on amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts. In no event will either party be liable for consequential damages. With respect to claims, suits, actions, and damages insured only under Gannett Fleming's professional liability policy, this indemnity shall apply only to the extent such claims arise out of or result from the negligent act(s), error(s), or omission(s) of Gannett Fleming, and any party for whom

it is legally liable, and Gannett Fleming's defense obligation shall be the reimbursement of the Village's reasonable legal expenses recoverable under applicable law in defending against an allegation of harm caused by Gannett Fleming's failure to meet the standard of care for professional services once that failure is determined.

- 11.3 This Agreement shall be enforced in and governed by the laws of the State where the Project is located. Venue for any action arising out of this Agreement will be in the Circuit Court of Cook County, Illinois.

12. MISCELLANEOUS:

- 12.1 Services performed by Gannett Fleming under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of Gannett Fleming, or cause Gannett Fleming to be held to a fiduciary capacity, toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, of any of them. Neither party shall have the right to assign any rights under this Agreement without the prior written permission of the other party.
- 12.2 Gannett Fleming will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency or other fiduciary capacity is created by this Agreement or by Gannett Fleming's performance of the Services.
- 12.3 The parties hereby covenant and agree that during the term and for a period of one year after the termination of this Agreement, or any extensions or renewals thereof, neither party will directly or indirectly solicit, employ, hire or retain any employees of the other party or its affiliates without such parties' prior written consent.
- 12.4 Under no circumstance shall any employee, stockholder, officer or agent of Gannett Fleming have any individual professional liability to the Client in addition to, or/in excess of, Gannett Fleming's liability under this Agreement. Notwithstanding the aforesaid, in the event any judgment is entered against any such individual, Client shall look exclusively to the assets of Gannett Fleming for satisfaction of said judgment.
- 12.5 In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.
- 12.6 This Agreement and attachments constitute all the terms and conditions under which professional work will be performed under this Agreement, which may not be amended except in writing signed by all parties.
- 12.7 Gannett Fleming is committed to conserve natural resources and minimize adverse environmental impacts in projects. Accordingly, project documentation will be provided in electronic format only

unless Client specifically requests Gannett Fleming, Inc. to produce hard copies.

SCOPE OF SERVICES

Client: Village of Bartlett

Project Name: The Grasslands

The services under this Agreement shall consist of the following:

1. Design and provide final plans, specifications, and estimates for the retaining wall on spread footing to be constructed within the existing embankment (slope wall area between the south abutment and pier 1) for the structure carrying IL Route 59 over the Metra Railroad (SN 016-2606) in the Village of Bartlett, Illinois.
2. The work includes design and plan details for a cast in place concrete retaining wall on spread footing; subgrade improvement details, if needed; reinforcement details including bar bend diagrams, size, number, and length details; bill of material summarizing quantities; details for the removal and replacement of the existing slope wall concrete, specifications, and estimate of cost. Temporary soil retention system, if required, will be detailed for requirements on the drawings and special provisions, and will be designed by the Contractor.
3. Specifications referencing the "Standard Specifications for Road and Bridge Construction (SSRBC), dated 2022", including supplemental specifications, as published by the Illinois Department of Transportation will be used for this project.
4. Coordination with the Village of Bartlett, Metra Railroad, and the Illinois Department of Transportation (IDOT) will be performed. It is anticipated that two meetings with each entity is required, and the fee includes development of concept drawings and exhibits (up to 1 per entity) and summarizing meeting minutes as required.
5. This work is anticipated to be similar in concept to the US 20 over IL Route 59 Bicycle Path Project in which a retaining wall was constructed within the embankment of the bridge for installation of the multi-use path. A permit from Metra Railroad and the Illinois Department of Transportation is required and may request a different structure type, in which additional fee may be requested to complete the work.
6. Administration and coordination with other Project team members, including information required for permit applications being performed by others.
7. Deliverables and schedule include the following:
 - a. The schedule below includes the assumption that requested information relevant to the retaining wall design and TS&L acceptance will be received by March 15, 2024.
 - b. Concept Plan: A concept plan and cross section detailing the general layout (noted as Type Size Location drawing TS&L) has been completed and submitted to the Illinois Department of Transportation (IDOT) by D.R. Horton for review and acceptance. Gannett Fleming will dispose

of comments received, and will revise the drawing as needed to obtain approve/acceptance by IDOT. Note that if the wall type were to change from the cast-in-place type shown on the current TS&L, this change is not included in the scope of work and additional fee will be required to make the modifications if requested.

- c. It is assumed that the type, size, and location drawings will be used for permitting and review of other agencies, such as Metra Railroad, Cook County Department of Highways, etc., and that separate submittal of plan development to preliminary level (60%) is not included in the scope of services.
 - d. Prefinal (95%): Prefinal plans will be developed and provided to the Illinois Department of Transportation within 12 weeks of acceptance of the TS&L Plans. Prefinal plan development includes concept level information plus reinforcement details, a summary of quantities, draft specifications, and draft estimate of probable construction cost. Plans will be submitted to the Illinois Department of Transportation and Metra Railroad for review and acceptance.
 - e. Final (100%): Final plans will be developed within four weeks after approval of the Prefinal plans by the Illinois Department of Transportation. Final plans will be signed by an Illinois licensed structural engineer and will include final Plans, Specifications, and Estimates. Estimates for the retaining wall portion of the work will include the following:
 - a. Estimate of Probable Construction Cost;
 - b. Estimate of Construction Duration to complete the work, including estimated flagging days;
 - c. Quantity computations.
8. Quality Assurance - This item includes the review of calculations, specifications, and plans in accordance with Gannett Fleming Quality Assurance requirements.
9. Administration/Management - Project Administration includes in-house activities for budget control, manpower planning, contract administration, coordination meetings (in-house), progress reports and invoicing.
10. Electronic drawings will be performed in MicroStation Connect Edition according to IDOT "CADD, Modeling and Deliverables Manual, dated July 2021. Specifications will be provided in Word and PDF format and is assumed to be assembled by others into the overall specification book.

Services not included in Scope, but available upon request of the Client.

1. No work associated with verifying, designing, repair, or rehabilitation to the load carrying capacity for the structure carrying IL Rte 59 over the Metra Railroad, SN 016-2606, will be performed. Anticipated work to this structure is included in the above section "Services under this Agreement".
2. Geotechnical analysis/reports and soil sampling/testing.
3. Utility review of relocation plans, development of relocation plans, and coordination, if any.
4. Drainage work other structural subdrains to be included with the retaining wall work.

5. Geometric layout, design, plan details, or specifications for work associated with the multi-use path. Details will be incorporated into the retaining wall plan set as needed.
6. Coordinating or developing agreements or applications for permitting agencies, including but not limited to, Environmental permitting, Railroad Construction and Maintenance Agreements, IDOT agreements, Village or local agency permits, NPDES and/or Storm Water Protection Prevention Plan (SWPPP), and Railroad Protective Liability Insurance or Right of Entry fees. Permit application fees are paid by others.
7. Right of Way, ALTA Boundary or other land surveying services.
8. Post-Contract Assistance – Scope does not include responses to Contractor's RFI's, and responding to field personnel questions that arise during the construction contract. Shop drawing reviews is not included in the scope of services.

FEE SCHEDULE

1. This project will be performed as outlined in the scope of services and the VILLAGE OF BARTLETT shall pay GANNET FLEMING as compensation the Lump Sum fee identified on page 1 of the agreement, in increments as outlined in Section 2, page F-1.
2. Invoices will be submitted monthly based on percent complete. It is assumed that the design duration of this project will be seven months from Notice to Proceed.
3. Direct expenses will be billed at cost to the Village of Bartlett.
4. Invoices will be sent to The Village of Bartlett, Attention: Daniel Dinges, Public Works Director, at the address identified on page 1 of the agreement.
5. VILLAGE OF BARTLETT shall remit payment to Gannett Fleming at the following address:

For Electronic Payments, Send ACH/EFT Payments to:

ABA: 031312738

Acct. No. 5003165655

Acct. Name: Gannett Fleming

Send check payments to:

Gannett Fleming Companies

P.O Box 829160

Philadelphia, PA. 19182-9160

Federal EIN 25-1613591

Send Remit info: AccountsReceivable@gfnet.com



Agenda Item Executive Summary

AGENDA ITEM: Invest in Cook Grant Submission Support for the Route 59 Underpass

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount \$ 650,000 (Estimated Total) **Budgeted** \$ 650,000 (Future FY)

Fund: Developer Deposits and General/MFT **Corresponding Activity Measure:** N/A

EXECUTIVE SUMMARY

Attached is a resolution of support for the Village's submission to the Invest in Cook Grant for the construction of the bike path underpass under Route 59. A resolution from the board is required as part of the grant submission to ensure future budgeting of the required matching funds should the Village be awarded.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Evaluate bike/pedestrian connectivity under/over and along Route 59.

Improve village bike and pedestrian pathways and routes.

Develop strategy to connect east and west sides of Bartlett.

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- _____ - R, A RESOLUTION OF SUPPORT FOR THE SUBMITTAL OF AN INVEST IN COOK GRANT FOR THE CONSTRUCTION OF THE MULTI-USE UNDERPASS PATH UNDERNEATH ROUTE 59

Staff: Tyler Isham, Assistant Director of Public Works

Date: March 11, 2024

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: Invest in Cook Grant Submission Support for the Rt 59 Underpass
Date: March 11, 2024

BACKGROUND

The bike path underpass planned to be built underneath Route 59 is commencing design with funds from Cook County's American Rescue Plan Act (ARPA) funding. This path will connect the Grasslands subdivision, currently under construction, with West Bartlett Road east of Route 59, allowing for a continuous and safe route across 59 and creating a connection from the western side of Bartlett to the eastern side and downtown. Cook County is providing \$150,000 in ARPA funds for the design of this path that includes structural retaining wall for the underpass and the path itself. The project will also consist of coordinating with multiple agencies from IDOT, Cook County, Metra, the Park District and DR Horton (The Grasslands Developer).

DISCUSSION

The Village's Strategic Plan calls for the evaluation of bike/pedestrian connectivity under/over and along Rt. 59 as well as developing a strategy to connect east and west sides of Bartlett.

The Village will be applying for and additional Invest in Cook Grant for up to 50% of the project costs. The initial estimate for the construction of the path and walls necessary is \$650,000. DR Horton will pay \$30,000 to assist in the funding as required by their development agreement. The Village will be responsible for the remainder of the match necessary to receive the grant funds. The Village will know if we were awarded the construction grant in August.

RECOMMENDATION

Staff recommends approving the resolution of support to submit the Invest in Cook Grant to authorize the use of matching funds.

MOTION

MOTION TO APPROVE RESOLUTION #2024- _____ - R, A RESOLUTION OF SUPPORT FOR THE SUBMITAL OF AN INVEST IN COOK GRANT FOR THE CONSTRUCTION OF THE MULTI-USE UNDERPASS PATH UNDERNEATH ROUTE 59

RESOLUTION 2024 - ___ - R

**A RESOLUTION OF SUPPORT FOR THE SUBMITTAL OF AN INVEST IN
COOK GRANT FOR THE CONSTRUCTION OF THE MULTI-USE UNDERPASS
PATH UNDERNEATH ROUTE 59**

WHEREAS, The Cook County Department of Transportation and Highways (“the Authority”) has provided funding for projects within the County; and

WHEREAS, the Authority has the power to expend funds for use in connection with these projects; and

WHEREAS, creating an ADA compliant and safer trail system for pedestrians is an important goal of the Village and Cook County’s *Connecting Cook County* Long Range Plan; and

WHEREAS, the Village is applying for an Invest in Cook Grant that would allow the Village to improve and construct the underpass multi-use path underneath Route 59; and

WHEREAS, the Authority has the power to make and execute all contracts and other instruments necessary or convenient to the exercise of its powers; and

WHEREAS, approval for said funds will impose certain financial obligations upon the Village of Bartlett; and

WHEREAS, if awarded the grant, the Village of Bartlett intends on obligating any required local share in its Capital Improvement Program (CIP);

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

SECTION ONE: The preambles of this Resolution are hereby incorporated into this text as if set out herein in full.

SECTION TWO: That the Village President is authorized to execute and file applications on behalf of the Village of Bartlett with the Cook County Department of Transportation and Highways and the Invest in Cook Grant.

SECTION THREE: That the Village President is authorized to furnish such additional information, assurances, certifications and amendments as the Cook County Department of Transportation and Highways may require with submittal of this Invest in Cook Grant.

SECTION FOUR: That the Village President is authorized and directed on behalf of the Village of Bartlett to execute and deliver grant applications, agreements and all subsequent amendments thereto between the Village of Bartlett and the Cook County Department of Transportation and Highways Invest in Cook Grant.

SECTION FIVE: That the Village President is authorized and directed to take such action as is necessary or appropriate to implement, administer and enforce said agreements and all subsequent amendments thereto on behalf of the Village of Bartlett.

SECTION SIX: SEVERABILITY. The various provision 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 SEVEN: 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 EIGHT: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED March 19, 2024

APPROVED March 19, 2024

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2024 - ___-R, enacted on March 19, 2024, and approved on March 19, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

AGENDA ITEM: Crib Roof Installation Award and Agreement BOARD OR COMMITTEE: Board

BUDGET IMPACT			
Amount	\$ 96,000.00	Budgeted	\$ 160,000.00
Fund: Machinery & Equipment	Corresponding Activity Measure: N/A		
EXECUTIVE SUMMARY			
<p>The FY 23/24 operating budget allocated \$160,000 for the installation of a roof over the material storage bins located at Bartlett Public Works. The storage bins organize and contain our raw maintenance materials (sand, gravel, dirt, and cold patch) which are used by each of the three divisions. Although the bins have been around for over 20 years they have never been covered from the elements</p> <p>Staff sought out proposals for the installation. Proposals ranged from a low of \$96,000 to a maximum of \$180,000. The low proposal was provided by Total Roofing and Construction Services, Inc. Staff believes utilizing the proposals compared to putting together a formal bid will save the village time and money, while still providing for the necessary work to be completed per our standards.</p>			
RECOMMENDATION			
Staff recommend waiving bids and awarding the crib roof installation contract to Total Roofing and Construction Services, Inc.			
ATTACHMENTS (PLEASE LIST)			
Memo, Resolution, Agreement			
RELATIONSHIP TO STRATEGIC PLAN GOAL			
Strategic Plan Goal: N/A			
Short Term (1-3 Years): Routine <input type="checkbox"/> Complex <input type="checkbox"/>			
Long Term (3-5 Years): Routine <input type="checkbox"/> Complex <input type="checkbox"/>			
ACTION REQUESTED			
<input type="checkbox"/> For Discussion Only <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Motion			
MOTION: I move to approve Resolution 2024-____, A RESOLUTION WAIVING ADVERTISING FOR BIDS AND APPROVING THE CRIB ROOF INSTALLATION PROJECT AGREEMENT WITH TOTAL ROOFING AND CONSTRUCTION, INC.			
Staff:	<u>Mike Warmus, Street Division Supervisor</u>	Date:	<u>March 19th, 2024</u>

Memo

To: Paula Schumacher, Village Administrator
From: Mike Warmus, Street Division Supervisor
Subject: Crib Roof Installation Award and Agreement
Date: March 19, 2024

The FY 23/24 operating budget allocated \$160,000 for the crib roof installation project at Bartlett Public Works. The storage bins are over 20 years old and contain our raw maintenance materials (sand, gravel, dirt and cold patch), which has never been protected from the elements.

Staff sought out proposals for the installation. Proposals ranged from a low of \$96,000-\$180,000. The low bidder being Total Roofing and Construction Services, Inc. Staff believes utilizing the proposals compared to putting together a formal bid will save the village time and money, while still providing for the necessary work to be completed per our standards.

These storage bins are utilized by each of the three divisions (streets, water, and sewer) and the total cost will be split equally between each division.

RECOMMENDATION

Staff recommend waiving bids and awarding the crib roof installation contract to Total Roofing and Construction Services, Inc.

MOTION
**MOTION TO APPROVE RESOLUTION #2024- _____ A RESOLUTION WAIVING
ADVERTISING FOR BIDS AND APPROVING THE CRIB ROOF INSTALLATION PROJECT
AGREEMENT WITH TOTAL ROOFING AND CONSTRUCTION, INC.**

RESOLUTION 2024-_____

**A RESOLUTION WAIVING ADVERTISING FOR BIDS AND APPROVING THE CRIB
ROOF INSTALLATION PROJECT AGREEMENT WITH TOTAL ROOFING AND
CONSTRUCTION, INC.**

WHEREAS, the Village of Bartlett (“Village”) Public Works Department has an immediate need to install a roof on the storage bins located at 1150 Bittersweet Drive; and

WHEREAS, the Village of Bartlett’s FY 23/24 budget provides for the installation of the crib roof at Bartlett Public Works in the amount of \$160,000; and

WHEREAS, the Village Board has determined that the contract for the installation of the crib roof is not adapted to award through the competitive bidding process at this time due to the nature of the work; and

WHEREAS, the Bartlett Public Works Department solicited proposals from qualified and reputable contractors to timely install the crib roof, with Total Roofing and Construction, Inc., submitting the lowest quote for the repair work in the amount of \$96,000; and

WHEREAS, the Village Board has determined that it is in the best interest of the health, safety and welfare of the Village of Bartlett and its residents to waive competitive bidding and enter into an agreement with Total Roofing and Construction, Inc. for the efficient and cost-effective installation of the crib roof.

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

SECTION ONE: Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though fully set forth in this Section 1.

SECTION TWO: Approval; Authorization. The Village Board of Trustees hereby authorize and direct the Village President and Village Clerk to sign and attest, respectively, the agreement with Total Roofing & Construction Services, Inc., for the crib roof installation work, in a form substantially similar to that attached hereto as Exhibit A.

SECTION THREE: Waiver of Competitive Bidding. To the extent any competitive bidding requirements apply to the crib roof installation work, such competitive bidding requirements are hereby waived based on the matters set forth in this Resolution.

SECTION FOUR: Repeal and Savings Clause. All resolutions or approvals in conflict or inconsistent with this Resolution are hereby repealed to the extent of such conflict or inconsistency.

SECTION FIVE: Effective Date. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 19, 2024

APPROVED: March 19, 2024

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete, and exact copy of Resolution 2024 - _____ enacted on March 19, 2024, and approved on March 19, 2024, as the same appears from the official records of the Village of Bartlett

Lorna Giles, Village Clerk

EXHIBIT A

Agreement with Total Roofing & Construction Services, Inc.

CONSTRUCTION AGREEMENT

This Construction Agreement ("**Agreement**") dated this 19th day of March, 2024 ("**Effective Date**") is hereby entered into by and between the Village of Bartlett, an Illinois home rule municipal corporation ("**Village**"), and Total Roofing & Construction Services, Inc., an Indiana corporation ("**Contractor**"). At times, the Village and Contractor will be referred to individually as "**Party**" or jointly as "**Parties**" throughout this Agreement.

RECITALS

WHEREAS, Contractor will be performing construction services on the Village's Storage Bins located on the property at 1150 Bittersweet Drive, Bartlett, Illinois ("**Property**"), with such construction services including the furnishing of a crib roof, including the installation of the posts, headers, joists, sub fascia, roof decking, metal fascia, and the disposal of all debris and trash (such services will be referred to collectively as the "**Work**"); and

WHEREAS, Contractor may have subcontractors, material suppliers, and one or more employees engaged in the performance of said Work; and

WHEREAS, this Agreement comprises the terms and conditions upon which the Contractor will perform the Work for the Village.

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

SECTION 1. CONTRACTOR AND SCOPE OF SERVICES.

A. Engagement of Contractor. The Village hereby engages the Contractor to perform the Work described in the Proposal for a Quality New Roof Crib System on the existing concrete walls, a copy of which is attached hereto and incorporated herein as **Exhibit A** to this Agreement ("**Proposal**").

B. Scope of Services.

1. The Contractor shall provide the materials, services, and equipment to fully execute the Work described in the Proposal.
2. The Work shall be furnished and completed pursuant to the terms and conditions of this Agreement and as described in the Proposal.
3. The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

EXHIBIT A

4. Contractor shall employ all necessary measures to avoid damage to existing surrounding public and private property during Work. Persons other than those actually engaged in construction operations, inspections, or supervision thereof shall be prohibited from the Property.
5. Contractor shall conduct the Work and any debris removal in such a manner as to minimize interference with road, streets, walks, and other adjacent occupied facilities.
6. The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Village the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Village has made a timely and reasonable objection.
7. Contractor shall bind all subcontractors by the terms and obligations set forth in this Agreement. Contractor is liable for the acts of any subcontractors when performing the Work, as if the Work was conducted by the Contractor itself.
8. Contractor will provide the Village with the warranties described in the Proposal upon completion of the Work.

C. Labor and Materials

1. The Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.
2. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
3. Execution of this Agreement by the Contractor is a representation by the Contractor that it has conducted such investigations as may have been necessary to enable the Contractor to determine the cost of the Work and that it has sufficient information to complete the Work in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Contractor's obligations to perform the Work for an amount not in excess of the Contract Sum. The Contractor further acknowledges and declares that it has visited and examined the project site, examined all physical and other conditions affecting the Work and is fully familiar with all of the conditions thereon and thereunder effecting the same. In connection therewith, Contractor specifically represents and warrants to Village that prior to the submission of its bid it: (a) thoroughly examined the location of the work to be performed, is familiar with local conditions, and

thoroughly understands the physical conditions prevalent or likely to be encountered in the performance of the work at such location; (b) examined the nature, location, and character of the general area in which the project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) examined the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work within the Contract Sum.

D. Commencement; Time of Performance. The Work shall commence within seven (7) days of receipt by the Contractor of written notice that this Agreement has been fully executed by both Parties ("**Commencement Date**"). The Contractor must substantially complete the Work by April 26, 2024. Time is of the essence for all matters concerning this Agreement.

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

F. Term; Termination.

1. **Term.** The term of this Agreement, unless terminated pursuant to Section D(2) herein, will expire upon the date the Village determines that the Work has been fully completed by the Contractor pursuant to this Agreement. A determination of completion will not constitute a waiver of any rights or claims that the Village has accrued prior to or following completion of the Work, with respect to any breach of this Agreement by the Contractor or any right of indemnification of the Village by the Contractor.

2. **Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement, at any time and for any reason, upon seven (7) days' prior written notice to the Contractor. In the event this Agreement is terminated by the Village, the Village hereby agrees to compensate the Contractor for the Work actually performed and reimbursable expenses actually incurred, if any, prior to the termination date.

SECTION 2. INDEMNIFICATION.

To the fullest extent permitted by law, Contractor agrees to waive any and all rights of contribution against the Village and to defend, indemnify and hold harmless the Village and its officers, elected and appointed officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the Contractor's performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the Work itself, including the loss of use resulting therefrom, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

EXHIBIT A

Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village would otherwise have. The Contractor shall similarly, protect, defend, indemnify and hold and save harmless, the Village, its officers, elected and appointed officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations hereunder, or Contractor's default of any provisions of this Agreement. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts. The rights and obligations of this Section shall survive the voluntary or involuntary termination of this Agreement.

SECTION 3. INSURANCE; PERFORMANCE AND PAYMENT BOND.

A. Minimum. The Contractor will, at its sole cost, obtain and keep in force at all times during the performance of the Work and any part thereof, Workers Compensation and Employer's Liability Insurance, Commercial Liability Insurance, and Automobile Insurance in at least the type and amounts set forth below. The cost of such insurance will be borne by the Contractor.

1. Workers' Compensation:

- (a) State: Statutory
- (b) Employer's Liability
 - \$500,000.00 Per Occurrence
 - \$500,000.00 Disease, Policy Limit
 - \$500,000.00 Disease, Each Employee

2. Commercial General Liability:

- \$2,000,000.00 General Aggregate

3. Business Automobile Liability (including owned, non-owned, and hired vehicles):

- (a) Bodily Injury
 - \$1,000,000.00 Per Person
 - \$1,000,000.00 Per Accident
- (b) Property Damage
 - \$1,000,000.00 Per Occurrence
- (c) Umbrella Excess Liability
 - \$2,000,000.00 over Primary Insurance

B. Evidence of Insurance.

1. Prior to beginning the Work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

EXHIBIT A

2. Failure of the Village to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency shall not be construed as a waiver of Contractor's obligation to maintain such insurance. The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction, or omission by the Village.
3. The Village shall have the right, but not the obligation, of prohibiting Contractor from commencing the Work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received by the Village.
4. Failure to maintain the required insurance may result in termination of this contract at the Village's option.

C. Miscellaneous.

1. All policies of insurance purchased or maintained in fulfillment of this Agreement shall name the Village of Bartlett, its elected and appointed officers, employees, volunteers, and agents as additional insureds thereunder and the Contractor shall provide Certificates of Insurance and Policy Endorsements evidencing the coverages required under this Agreement.
2. Any deductible or self-insured retentions must be declared to, and approved by, the Village. At the option of the Village, Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, elected and appointed officials, and employees or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration, and defense expenses.
3. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis.
4. Upon request, the Contractor will provide copies of any or all policies of insurance maintained in fulfillment hereof.
5. All the insurance required of the Contractor shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds with respect to claims arising out of operations performed by or on their behalf. If the "additional insureds" have other insurance or self-insured coverage which is applicable to the loss, it shall be on an excess or contingent basis.

EXHIBIT A

6. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.
7. Nothing contained in this Agreement is to be construed as limiting the liability of the Contractor. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, or the Contractor, but are merely minimums.

D. Performance and Payment Bond. Contractor shall provide a Surety Bond (guaranteeing both faithful performance and payment to subcontractors and material suppliers for labor and materials), naming the Village of Bartlett as Obligee, for not less than one hundred percent (100%) of the contract amount listed under Section 4(A) of this Agreement, will be required prior to beginning construction and in a form approved by the Village Attorney. Such bonds shall include the provision guaranteeing the faithful performance of the Prevailing Wage Act. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

SECTION 4. COMPENSATION; PREVAILING WAGE.

A. Compensation. The Village agrees to pay the Contractor for the performance of the Work a sum of \$96,000.00. Upon completion final completion of the Work, the Contractor must submit an invoice for the Work to the Village. Any payment to the Contractor from the Village is subject to the receipt by the Village of all required documentation, including, but not limited to, final lien waivers. The Village will remit payment of the Contract Sum to the Contractor in accordance with the Local Government Prompt Payment Act.

B. Prevailing Wage. The Village has determined that the Work provided for under this Agreement is subject to the Illinois Prevailing Wage Act, and the Contractor shall comply therewith and pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute this Agreement in accordance with 820 ILCS 130/0.01, *et seq.* Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wages during the term of this Agreement shall be at the expense of the Contractor and not at the expense of the Village. Change orders shall, however, be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the Prevailing Wage Act and to obtain and furnish all such certified

EXHIBIT A

records to the Illinois Department of Labor as required by statute or regulation, including certified payroll records. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen, and/or mechanics engaged in the Work, and in every way defend and indemnify the Village against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Village agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien, or suit.

The Contractor is advised that the Illinois Department of Labor revises the prevailing wage rates. The Contractor and every Subcontractor has an obligation to check the Illinois Department of Labor's website for revisions to the prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website: <https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html>.

The Contractor shall also: (1) insert into each subcontract and the project specifications for each subcontract, a written stipulation that the Subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under that subcontract; and (2) require each subcontractor to insured into each lower-tiered subcontract and the project specifications for each lower-tiered subcontract, a stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under that lower-tiered subcontract.

SECTION 5. SPECIAL PROVISIONS.

A. Compliance with Laws. Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal, or other governmental unit or regulatory body now in effect during the performance of the Work, and the orders and decrees of any court, administrative body, or tribunal in any manner affecting performance under this Agreement. By way of example, the following are included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way operate as a limitation on the laws, regulations, and rules with which Contractor must comply: all forms of Workers' Compensation laws; the Illinois Human Rights Act; the Illinois Substance Abuse Prevention on Public Works Projects Act; the Social Security Act; laws related to contracts let by units of government; all applicable civil rights and anti-discrimination laws and regulations; and traffic and public utility regulations.

B. Relationship of the Parties. The Contractor will act as an independent contractor in performing the Work. Nothing in, or done pursuant to, this Agreement shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Contractor; or (2) to create any relationship between the Village and any subcontractor of the Contractor.

EXHIBIT A

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

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

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

F. Freedom of Information Act. The Contractor agrees to maintain, without charge to the Village, all records and documents for projects of the Village in compliance with the Freedom of Information Act, 5 ILCS 140/1 *et seq.* In addition, Contractor must produce records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor must notify the Village and if possible, the Village will request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act due to Contractor's failure to Contractor documents or otherwise appropriately respond to a request under the Act, then Contractor will indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

SECTION 6. GENERAL PROVISIONS.

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

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

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

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

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

Paula Schumacher
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103
pschumacher@bartlett.il.gov

With a copy to:

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

EXHIBIT A

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

Justin Cooper
Total Roofing & Construction Services, Inc.
833 E. 158th Street
Dolton, IL 60419

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

F. Governing Laws. This Agreement will be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for any dispute arising out of relating to this Agreement will be in the Third District Court for the Circuit Court of Cook County, Illinois. In any suit or action arising under this Contract, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of litigation. No suit or action shall be maintained by the Contractor, its successors or assigns, against the Village on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year of the voluntary or involuntary termination of this Contract.

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

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

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

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

K. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument, and any signatures to counterparts may be

EXHIBIT A

delivered by facsimile or other electronic transmission and will have the same force and effect as original signatures.

IN WITNESS WHEREOF the Parties hereto have cause this Agreement to be executed, effective on the date first above written.

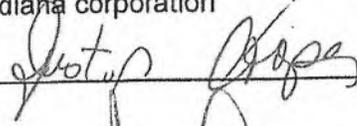
VILLAGE OF BARTLETT,
an Illinois home rule municipal corporation

By: _____
Kevin Wallace, Village President

ATTEST:

By: _____
Lorna Giles, Village Clerk

TOTAL ROOFING & CONSTRUCTION SERVICES, INC.,
an Indiana corporation

By:  _____

ATTEST:

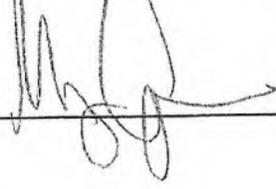
By:  _____

EXHIBIT A

EXHIBIT A

Proposal for Quality New Crib Roof System on Existing Concrete Walls
(attached in the following pages)



Total Roofing and Construction Services, Inc.
833 E. 158th Street
Dolton, IL 60419
P: 708-201-7550
www.trc-inc.com
"Total satisfaction since 1985"
License #: 104-011280
Contact@totalroofingandconstruction.com

DATE PROPOSAL SUBMITTED: February 15th 2024

PROPOSAL SUBMITTED TO: Village of Bartlett
Proposed Crib Roof
Mike Warmus - Mwarmus@bartlett.il.gov

LOB LOCATION: 1150 Bittersweet Drive
Bartlett, IL 60103

PROPOSAL FOR: Quality New Roof Crib System on existing
concrete walls approximately 80' by 25'

TOTAL ROOFING & CONSTRUCTION SERVICES, INC., ILLINOIS STATE
ROOFING LICENSE# 104.011280, PROPOSES TO FURNISH ALL THE
LABOR AND ALL THE MATERIALS NECESSARY FOR THE COMPLETION
OF:

Roof Specifications:

- 1.) Furnish all permits, licenses, & certificates of insurance.
- 2.) Furnish State of Illinois Roofing Contractor License and certificate of liability.
- 3.) Furnish and Install 8' x 8' Post.
- 4.) Furnish and Install Headers and Joist.
- 5.) Furnish and Install Rafters and anchors.
- 6.) Furnish and Install Sub Fascia, and 1/2" Roof decking.
- 7.) Furnish and install Exposed Fastener Metal panels on walls and roof.
- 8.) Furnish and install Metal Fascia.
- 9.) Furnish and Install Rafter ties.



Proposal for: 1150 Bittersweet Drive
Bartlett, IL

10.) Furnish and Install Metal Gasket Screws.

11.) Per prevailing Wage.

Total Cost: \$96,000.00

Acceptance: *TRC*

TRC
X Justin Cooper

OPTION: Add Hardie Board for the walls and Standing seam metal on the roof deck instead of Exposed fastener metal for walls and roof.

Additional Cost: \$51,000.00

Acceptance: _____

PAYMENT TERMS:

Cash/Check Payment: 1/2 Down Upon Acceptance of Proposal. Balance to be paid in full upon job completion.

Insurance Payment: Terms to be discussed. Standard practice: 1st insurance check acts as down (payment deposit if it is less than 50% of job cost, but if 50% (1/2 down) is authorized by the insurance provider then 1/2 down is required for down deposit. Balance to be paid in full upon job completion.

Financing: Terms to be discussed if utilizing Total Roofing & Construction Services, Inc. financing partners Service Finance or GreenSky. Approval and rates are subject to the financing partners review. Total Roofing & Construction Services, Inc. is not responsible for denial from our financing partners or adjusted rates due to credit history. Balance to be paid in full upon job completion.

Credit/Debit Card Payment: If paying with a Credit/Debit Card, there will be an additional 3% charge added to the total cost of your payment.

COMPANY TERMS:

This proposal may be withdrawn/voided if not signed within 15 days.

No warranty on repair work. Customers have three days from the date of contract signing to terminate their contract without penalty. If a customer chooses to cancel their contract after that time, they will incur a processing fee equal to 25% of their contract price plus the cost of any custom product. These fees will be deducted directly from the customer's down payment, or billed.

SAFETY:

- 1.) Total Roofing & Construction Services is ensuring a safe work environment for its employees and customers. Please refrain from climbing on ladders, scaffolding and your roof during the time Total Roofing & Construction's employees are working. This will allow everyone to have a safe work environment during your home improvement project.
- 2.) Prior to start of the project, TRC, Inc. will meet with the owner or owner's representative to discuss access and staging area for equipment, dumpsters, and materials.
- 3.) Safety equipment and warning lines, at roof perimeter and on the ground where roofing related activities shall be performed, shall be installed in compliance with TRC's written safety program.

Proposal for: 1150 Bittersweet Drive
Bartlett, IL

- 4.) Project materials will be stored on the job site in accordance with good construction practices. If stored on the roof, materials will be distributed throughout the entire roof area with care for weight placement.

NOTE #1 - THE FOLLOWING ITEMS ARE OFFERED TO PREVENT MISUNDERSTANDINGS DURING YOUR PROJECT:

Tear Offs: When it is necessary to remove your existing roof, some debris and/or asphalt may fall through the sheathing boards into your attic or garage. Total Roofing & Construction will not be held responsible for any interior cleanup. We encourage covering or removing any items that require protection. Please note that the nails used to install the shingles will protrude through the roof deck and be visible in the attic.

Light Fixtures, Pictures, and Mirrors: There will be some vibration due to the roof shingling, re-siding, or installation of windows or doors on your home. Total Roofing & Construction and our suppliers cannot be held responsible for any damage due to this normal vibration, such as nail pops, hairline cracks, loosened fixtures, etc. We encourage that you also check all fixtures, pictures, mirrors, etc. to ensure they are secure. If in doubt, take them down. Total Roofing & Construction will not be responsible for these items as a result of the normal vibrations of home improvement work.

Satellites, Dish, or any Antenna Device: Total Roofing & Construction Services, Inc. is not responsible for any realignment issues or potential expenses associated with satellites dish, or any antenna device. We advise speaking with your cable, satellite, or antenna provider for appropriate realignment.

Wood Replacement: Total Roofing & Construction is not responsible for any moldy or damaged wood, which is visible from the interior of the building only. Homeowners should notify us prior to the start of their job for replacement of decking. Any wood replaced by Total Roofing & Construction will not be primed or painted unless otherwise stated, and is an extra to the contract unless otherwise noted.

Roof Rafters and Decking: Total Roofing is not responsible for air conditioning lines, electrical wiring or conduit, plumbing pipes, cable or antenna wires that are mounted in the interior rafters or decking. It is the responsibility of the homeowner to notify Total Roofing & Construction of any of these conditions prior to the start of the job.

Existing Structural Conditions: Total Roofing & Construction is not responsible for any existing structural problems; bowed out walls, loose or cracked plaster, or sags in rafters.

Plumbing Vent Pipes: Over time, cast iron pipes can rust and may need to be replaced by a plumber when lead roof flashing are removed and replaced. Should this be the case, Total Roofing & Construction will not be responsible for the additional charges or for any damages that may occur if the pipe falls from its original position.

Sidewalks, Driveways, and Landscaping: Reasonable care will be taken to protect sidewalks, driveways, and landscaping as much as is possible or practical. However, due to the fact this work will require the use of heavy equipment such as a crane and boom lift, we cannot predict the extent of damage this equipment may cause and any such repairs are excluded from this proposal. Homeowner will be responsible for cutting back any low hanging branches that limit Total Roofing & Construction's ability to do an efficient workmanlike job. Any trees or bushes must be cut back or trimmed prior to scheduling the start of your job.

Proposal for: 1150 Bittersweet Drive
Bartlett, IL

Homeowners Association/Property Owners Association: It is the responsibility of the homeowner to notify Total Roofing & Construction of any specific rules, colors, or specifications that pertain to their Association's list of covenants before material for your project is ordered and installed. If notified after material has been ordered and installed that it does not adhere to the association's specifications and has to be changed, homeowner is responsible for the cost of any additional labor and material to remove and replace the unapproved material with material and any extra labor to adhere to the Association's covenants.

NOTE #2 - UNIT COSTS

The undersigned contract declares, for adjusting the contract sum in accordance with changes in the work additive or deductive including all labor and materials, overhead and profit, the following list of unit prices are part of this proposal. These include cost of material, labor rates, overhead, and disposal of previous material

- 1/2" x 4' x 8' CDX plywood roof decking - \$100 per unit
- 1' x 4", 1' x 6", 1' x 8" - \$4.85 a lineal foot
- 1' x 10", 1' x 12' - \$9.00 a lineal foot
- Rafter replacement - \$10.00 per lineal foot
- 2x6, 2x8, 2x10 - \$8.00 per lineal ft.
- 1/2" HD Board - \$47.00 per sheet
- 1/4" sanded plywood - \$125.00 per sheet
- Gypsum deck (panel replacement) - \$34.95 per sq. ft.
- Tectum deck - \$35.00 per sq. ft.
- Tuckpointing - \$8.00 per sq. ft.
- Grind joints and tuckpoint - \$14.00 per sq. ft.
- Remove and replace brick - \$45.00 per sq. ft.
- 1" ISO - \$1.95 per sq. ft.
- 1.5" ISO - \$2.50 per sq. ft.
- 3" ISO - \$5.00 per sq. ft.

NOTE #3 - SCHEDULING

Please realize our scheduling is contingent on having the appropriate weather for our installer's safety, local/municipality permitting ready, building product's specifications, and our current job's to-date. In many cases no one must be home for the roofing, siding, fascia, soffit, and gutter install's, and we do not require anyone to be home.

Hoping this meets with your approval. Please call me with any questions regarding this proposal.

Respectfully submitted,
TOTAL ROOFING & CONSTRUCTION SERVICES, INC.

Justin Cooper

Justin Cooper
Project Manager



Agenda Item Executive Summary

AGENDA ITEM: Front Door Replacement Award and Agreement BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount \$ 35,000.00 Budgeted \$ 50,000.00

Fund: Machinery & Equipment Corresponding Activity Measure:

EXECUTIVE SUMMARY

The FY 23/24 operating budget allocated \$50,000 for the front door replacement project at Bartlett Village Hall. The front doors are going on 20 years old and we have been having issues with them closing properly.

Staff sought out proposals for the installation. Proposals ranged from a low of \$35,000-\$46,150. The low bidder being Joseph J. Henderson & Son, Inc. Staff believes utilizing the proposals compared to putting together a formal bid will save the village time and money, while still providing for the necessary work to be completed per our standards.

RECOMMENDATION

Staff recommend waiving bids and awarding the front door replacement contract to Joseph J. Henderson & Son, Inc.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

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 Resolution 2024-_____, A RESOLUTION WAIVING ADVERTISING FOR BIDS AND APPROVING THE FRONT DOOR REPLACEMENT PROJECT AGREEMENT WITH JOSEPH J. HENDERSON & SON, INC.

Staff: Dan Dinges, Director of Public Works

Date: March 19th, 2024

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: Village Hall Front Door Replacement Award and Agreement
Date: March 8, 2024

The FY 23/24 operating budget allocated \$50,000 for the front door replacement project at Bartlett Village Hall. The front doors are going on 20 years old and we have been having issues with them closing properly.

Staff sought out proposals for the installation. Proposals ranged from a low of \$35,000-\$46,150. The low bidder being Joseph J. Henderson & Son, Inc. Staff believes utilizing the proposals compared to putting together a formal bid will save the village time and money, while still providing for the necessary work to be completed per our standards.

RECOMMENDATION

Staff recommend waiving bids and awarding the front door replacement contract to Joseph J. Henderson & Son, Inc.

MOTION

**MOTION TO APPROVE RESOLUTION #2024- _____ A RESOLUTION WAIVING
ADVERTISING FOR BIDS AND APPROVING THE FRONT DOOR REPLACEMENT PROJECT
AGREEMENT WITH JOSEPH J. HENDERSON & SON, INC.**

RESOLUTION 2024-_____

A RESOLUTION WAIVING ADVERTISING FOR BIDS AND APPROVING THE VILLAGE HALL FRONT DOOR REPLACEMENT AGREEMENT WITH JOSEPH J. HENDERSON & SON, INC.

WHEREAS, the Village of Bartlett (“Village”) Public Works Department has an immediate need to replace the front doors at Village Hall; and

WHEREAS, the Village of Bartlett’s FY 23/24 budget provides for the installation of the doors at Bartlett Village Hall in the amount of \$50,000; and

WHEREAS, the Village Board has determined that the contract for the installation of the doors is not adapted to award through the competitive bidding process at this time due to the nature of the work; and

WHEREAS, the Bartlett Public Works Department solicited proposals from qualified and reputable contractors to timely install the doors, with Joseph J. Henderson & Son, Inc., submitting the lowest quote for the repair work in the amount of \$35,000; and

WHEREAS, the Village Board has determined that it is in the best interest of the health, safety and welfare of the Village of Bartlett and its residents to waive competitive bidding and enter into an agreement with Joseph J. Henderson & Son, Inc. for the efficient and cost-effective installation of the front doors.

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

SECTION ONE: Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though fully set forth in this Section 1.

SECTION TWO: Approval; Authorization. The Village Board of Trustees hereby authorize and direct the Village President and Village Clerk to sign and attest, respectively, the agreement with Joseph J. Henderson & Son, Inc., for the front door replacement work, in a form substantially similar to that attached hereto as Exhibit A.

SECTION THREE: Waiver of Competitive Bidding. To the extent any competitive bidding requirements apply to the front door replacement work, such competitive bidding requirements are hereby waived based on the matters set forth in this Resolution.

SECTION FOUR: Repeal and Savings Clause. All resolutions or approvals in conflict or inconsistent with this Resolution are hereby repealed to the extent of such conflict or inconsistency.

SECTION FIVE: Effective Date. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 19, 2024

APPROVED: March 19, 2024

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 March 19, 2024, and approved on March 19, 2024, as the same appears from the official records of the Village of Bartlett

Lorna Gilles, Village Clerk

EXHIBIT A

Agreement with Joseph J. Henderson & Son, Inc.

CONSTRUCTION AGREEMENT

This Construction Agreement ("**Agreement**") dated this 19th day of March, 2024 ("**Effective Date**") is hereby entered into by and between the Village of Bartlett, an Illinois home rule municipal corporation ("**Village**"), and Joseph J. Henderson & Son, Inc., an Illinois corporation ("**Contractor**"). At times, the Village and Contractor will be referred to individually as "**Party**" or jointly as "**Parties**" throughout this Agreement.

RECITALS

WHEREAS, Contractor will be performing construction services on the Village's front doors located on the property at 228 S. Main St., Bartlett, Illinois ("**Property**"), with such construction services including the furnishing of replacement front doors, including the removal of existing doors, prepping the opening, installation of new aluminum front doors, and the disposal of all debris and trash (such services will be referred to collectively as the "**Work**"); and

WHEREAS, Contractor may have subcontractors, material suppliers, and one or more employees engaged in the performance of said Work; and

WHEREAS, this Agreement comprises the terms and conditions upon which the Contractor will perform the Work for the Village.

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

SECTION 1. CONTRACTOR AND SCOPE OF SERVICES.

A. Engagement of Contractor. The Village hereby engages the Contractor to perform the Work described in the Proposal for a Quality Front Door Replacement, a copy of which is attached hereto and incorporated herein as **Exhibit A** to this Agreement ("**Proposal**").

B. Scope of Services.

1. The Contractor shall provide the materials, services, and equipment to fully execute the Work described in the Proposal.
2. The Work shall be furnished and completed pursuant to the terms and conditions of this Agreement and as described in the Proposal.
3. The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

EXHIBIT A

4. Contractor shall employ all necessary measures to avoid damage to existing surrounding public and private property during Work. Persons other than those actually engaged in construction operations, inspections, or supervision thereof shall be prohibited from the Property.
5. Contractor shall conduct the Work and any debris removal in such a manner as to minimize interference with road, streets, walks, and other adjacent occupied facilities.
6. The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Village the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Village has made a timely and reasonable objection.
7. Contractor shall bind all subcontractors by the terms and obligations set forth in this Agreement. Contractor is liable for the acts of any subcontractors when performing the Work, as if the Work was conducted by the Contractor itself.
8. Contractor will provide the Village with the warranties described in the Proposal upon completion of the Work.

C. Labor and Materials

1. The Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.
2. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
3. Execution of this Agreement by the Contractor is a representation by the Contractor that it has conducted such investigations as may have been necessary to enable the Contractor to determine the cost of the Work and that it has sufficient information to complete the Work in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Contractor's obligations to perform the Work for an amount not in excess of the Contract Sum. The Contractor further acknowledges and declares that it has visited and examined the project site, examined all physical and other conditions affecting the Work and is fully familiar with all of the conditions thereon and thereunder effecting the same. In connection therewith, Contractor specifically represents and warrants to Village that prior to the submission of its bid it: (a) thoroughly examined the location of the work to be performed, is familiar with local conditions, and

EXHIBIT A

thoroughly understands the physical conditions prevalent or likely to be encountered in the performance of the work at such location; (b) examined the nature, location, and character of the general area in which the project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) examined the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work within the Contract Sum.

D. Commencement; Time of Performance. The Work shall commence within seven (7) days of receipt by the Contractor of written notice that this Agreement has been fully executed by both Parties ("**Commencement Date**"). The Contractor must substantially complete the Work by June 7, 2024. Time is of the essence for all matters concerning this Agreement.

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

F. Term; Termination.

1. **Term.** The term of this Agreement, unless terminated pursuant to Section D(2) herein, will expire upon the date the Village determines that the Work has been fully completed by the Contractor pursuant to this Agreement. A determination of completion will not constitute a waiver of any rights or claims that the Village has accrued prior to or following completion of the Work, with respect to any breach of this Agreement by the Contractor or any right of indemnification of the Village by the Contractor.

2. **Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement, at any time and for any reason, upon seven (7) days' prior written notice to the Contractor. In the event this Agreement is terminated by the Village, the Village hereby agrees to compensate the Contractor for the Work actually performed and reimbursable expenses actually incurred, if any, prior to the termination date.

SECTION 2. INDEMNIFICATION.

To the fullest extent permitted by law, Contractor agrees to waive any and all rights of contribution against the Village and to defend, indemnify and hold harmless the Village and its officers, elected and appointed officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the Contractor's performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the Work itself, including the loss of use resulting therefrom, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

EXHIBIT A

Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village would otherwise have. The Contractor shall similarly, protect, defend, indemnify and hold and save harmless, the Village, its officers, elected and appointed officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations hereunder, or Contractor's default of any provisions of this Agreement. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts. The rights and obligations of this Section shall survive the voluntary or involuntary termination of this Agreement.

SECTION 3. INSURANCE:

A. Minimum. The Contractor will, at its sole cost, obtain and keep in force at all times during the performance of the Work and any part thereof, Workers Compensation and Employer's Liability Insurance, Commercial Liability Insurance, and Automobile Insurance in at least the type and amounts set forth below. The cost of such insurance will be borne by the Contractor.

1. **Workers' Compensation:**
 - (a) State: Statutory
 - (b) Employer's Liability
 - \$500,000.00 Per Occurrence
 - \$500,000.00 Disease, Policy Limit
 - \$500,000.00 Disease, Each Employee
2. **Commercial General Liability:**
 - \$2,000,000.00 General Aggregate
3. **Business Automobile Liability (including owned, non-owned, and hired vehicles):**
 - (a) Bodily Injury
 - \$1,000,000.00 Per Person
 - \$1,000,000.00 Per Accident
 - (b) Property Damage
 - \$1,000,000.00 Per Occurrence
 - (c) Umbrella Excess Liability
 - \$2,000,000.00 over Primary Insurance

B. Evidence of Insurance.

1. Prior to beginning the Work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

EXHIBIT A

2. Failure of the Village to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency shall not be construed as a waiver of Contractor's obligation to maintain such insurance. The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction, or omission by the Village.
3. The Village shall have the right, but not the obligation, of prohibiting Contractor from commencing the Work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received by the Village.
4. Failure to maintain the required insurance may result in termination of this contract at the Village's option.

C. Miscellaneous.

1. All policies of insurance purchased or maintained in fulfillment of this Agreement shall name the Village of Bartlett, its elected and appointed officers, employees, volunteers, and agents as additional insureds thereunder and the Contractor shall provide Certificates of Insurance and Policy Endorsements evidencing the coverages required under this Agreement.
2. Any deductible or self-insured retentions must be declared to, and approved by, the Village. At the option of the Village, Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, elected and appointed officials, and employees or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration, and defense expenses.
3. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis.
4. Upon request, the Contractor will provide copies of any or all policies of insurance maintained in fulfillment hereof.
5. All the insurance required of the Contractor shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds with respect to claims arising out of operations performed by or on their behalf. If the "additional insureds" have other insurance or self-insured coverage which is applicable to the loss, it shall be on an excess or contingent basis.

EXHIBIT A

6. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.
7. Nothing contained in this Agreement is to be construed as limiting the liability of the Contractor. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, or the Contractor, but are merely minimums.

SECTION 4. COMPENSATION; PREVAILING WAGE.

A. Compensation. The Village agrees to pay the Contractor for the performance of the Work a sum of \$35,000.00. Upon final completion of the Work, the Contractor must submit an invoice for the Work to the Village. Any payment to the Contractor from the Village is subject to the receipt by the Village of all required documentation, including, but not limited to, final lien waivers. The Village will remit payment of the Contract Sum to the Contractor in accordance with the Local Government Prompt Payment Act.

B. Prevailing Wage. The Village has determined that the Work provided for under this Agreement is subject to the Illinois Prevailing Wage Act, and the Contractor shall comply therewith and pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute this Agreement in accordance with 820 ILCS 130/0.01, *et seq.* Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wages during the term of this Agreement shall be at the expense of the Contractor and not at the expense of the Village. Change orders shall, however, be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the Prevailing Wage Act and to obtain and furnish all such certified records to the Illinois Department of Labor as required by statute or regulation, including certified payroll records. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen, and/or mechanics engaged in the Work, and in every way defend and indemnify the Village against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Village agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien, or suit.

The Contractor is advised that the Illinois Department of Labor revises the prevailing wage rates. The Contractor and every Subcontractor has an obligation to check the Illinois Department of Labor's website for revisions to the prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department

EXHIBIT A

of Labor's website: <https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html>.

The Contractor shall also: (1) insert into each subcontract and the project specifications for each subcontract, a written stipulation that the Subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under that subcontract; and (2) require each subcontractor to insured into each lower-tiered subcontract and the project specifications for each lower-tiered subcontract, a stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under that lower-tiered subcontract.

SECTION 5. SPECIAL PROVISIONS.

A. Compliance with Laws. Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal, or other governmental unit or regulatory body now in effect during the performance of the Work, and the orders and decrees of any court, administrative body, or tribunal in any manner affecting performance under this Agreement. By way of example, the following are included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way operate as a limitation on the laws, regulations, and rules with which Contractor must comply: all forms of Workers' Compensation laws; the Illinois Human Rights Act; the Illinois Substance Abuse Prevention on Public Works Projects Act; the Social Security Act; laws related to contracts let by units of government; all applicable civil rights and anti-discrimination laws and regulations; and traffic and public utility regulations.

B. Relationship of the Parties. The Contractor will act as an independent contractor in performing the Work. Nothing in, or done pursuant to, this Agreement shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Contractor; or (2) to create any relationship between the Village and any subcontractor of the Contractor.

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

D. No Collusion. The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue

EXHIBIT A

unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Contractor represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

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

F. Freedom of Information Act. The Contractor agrees to maintain, without charge to the Village, all records and documents for projects of the Village in compliance with the Freedom of Information Act, 5 ILCS 140/1 *et seq.* In addition, Contractor must produce records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor must notify the Village and if possible, the Village will request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act due to Contractor's failure to Contractor documents or otherwise appropriately respond to a request under the Act, then Contractor will indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

SECTION 6. GENERAL PROVISIONS.

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

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

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

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail,

EXHIBIT A

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

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

Paula Schumacher
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103
pschumacher@bartlett.il.gov

With a copy to:

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

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

Richard Grabowski
Joseph J. Henderson & Son, Inc.
4288 Old Grand Avenue
Gurnee, IL 60031

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

F. Governing Laws. This Agreement will be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for any dispute arising out of relating to this Agreement will be in the Third District Court for the Circuit Court of Cook County, Illinois. In any suit or action arising under this Contract, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of litigation. No suit or action shall be maintained by the Contractor, its successors or assigns, against the Village on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless

EXHIBIT A

such action shall be commenced within one year of the voluntary or involuntary termination of this Contract.

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

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

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

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

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

EXHIBIT A

IN WITNESS WHEREOF the Parties hereto have cause this Agreement to be executed, effective on the date first above written.

VILLAGE OF BARTLETT,
an Illinois home rule municipal corporation

By: _____
Kevin Wallace, Village President

ATTEST:

By: _____
Lorna Gilles, Village Clerk

JOSEPH J. HENDERSON & SON, INC.,
an Illinois corporation

By: _____

ATTEST:

By: _____

EXHIBIT A

EXHIBIT A

Proposal for Village Hall Front Entry Door Replacement
(attached in the following page)



JOSEPH J. HENDERSON & SON, INC.
GENERAL CONTRACTOR
ESTABLISHED 1928

4288 Old Grand Avenue
Gurnee, IL 60031
PH: 847-244-3222
FX: 847-244-2490

March 4, 2024

Village of Bartlett
228 S. Main Street
Bartlett IL 60103

Attn: Dan Dinges

Re: Village Hall Front Entry Door Replacement

Mr. Dinges,

Joseph J Henderson & Son, Inc. (JJH) proposes to furnish all necessary labor, materials, and insurance to perform the following:

- Remove existing wood entry doors at the City Hall.
- Prep opening s for new aluminum entrance.
- Furnish and install new aluminum entrance systems per the specifications given in your email dated February 5, 2024.
- Shop drawings for approval.
- Reinstall handicap operator on right hand door.
- Prep/paint current wood framing to match new door system.
- Install new alarm contacts. Set-up to be done by the Village of Bartlett.
- Test operation functions.
- Remove all debris off site.

Base Bid: Thirty-Five Thousand and No/Dollars..... \$35,000.00

Qualifications/Exclusions:

- Latent conditions
- Asbestos remediation/removal.
- Lead paint remediation/removal.
- Structural calculations
- Permits, bonds, fees.
- Work hours shall be 7am-3pm, Monday through Friday.

Thank you for the opportunity to prepare this estimate. If you should have any questions, please do not hesitate to contact me.

Sincerely,
Joseph J Henderson, & Son, Inc.

Richard Grabowski

Richard Grabowski
Vice President, Business Development

cc; file