

VILLAGE OF BARTLETT
VILLAGE HALL, 228 S. MAIN STREET
BOARD AGENDA
May 7, 2024
7:00 P.M.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. ***CONSENT AGENDA***

All items listed with an asterisk are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the General Order of Business and considered at the appropriate point on the agenda.*

*6 **MINUTES:** Board, Committee – April 16, 2024

*7. **BILL LIST:** May 7, 2024

8. **TREASURER'S REPORT:** None

9. **PRESIDENT'S REPORT:**

- A. IT Coordinator Chris Hostetter Retirement Proclamation
- B. Police Officer Manny Perez Retirement Proclamation
- C. National Police Week Proclamation
- D. Bike Month Proclamation
- E. Roy Engstrom Governor's Volunteer Service Award Proclamation

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

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

12. **STANDING COMMITTEE REPORTS:**

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

*1. Ordinance Granting a Front Yard Variation for Packaging by Design at 1250 Hardt Circle

*2. Ordinance Granting a Special Use Permit to Allow the Serving of Beer and Wine for Shelby's Gaming Café at 867 Route 59

B. **COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY**

1. None

C. **FINANCE COMMITTEE, CHAIRMAN LAPORTE**

1. Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and Ancel Glink, P.C.
2. Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C.
3. Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and Ottosen Dinolfo Hasenbalg & Castaldo, Ltd.

D. LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

- *1. Annual Appointments of Village Officers by the Village President with the Advice and Consent of the Board
 - a. Village Administrator, Paula Schumacher
 - b. Village Attorney, Kurt Asprooth
 - c. Village Treasurer, Todd Dowden
 - d. Village Budget Officer and Director of Finance, Todd Dowden
 - e. Director of Public Works, Daniel Dinges
 - f. Building and Code Enforcement Division Manager/Building Official, John Komorowski
 - g. Electrical Inspector, William Dettmer
 - h. Plumbing Inspector, Dewayne Burris
 - i. Health Officer, Frank Bertolami
 - j. Chief of Police, Geoffrey Pretkelis
 - k. Village Engineer, Nick Talarico
 - l. Director of Planning and Development Services/Zoning Administrator, Kristy Stone
 - m. Administrative Hearing Officer Francis Bongiovanni
 - n. Open Meetings Act Officer, Paula Schumacher
 - o. Freedom of Information Act Officers, Samuel Hughes, Scott Skrycki (in his absence)

*2. Bartlett High School Fireworks Permit Request

*3. Ordinance Amending Section 3-3-2-16: Class N of the Bartlett Liquor Ordinance

*4. Ordinance Amending the Bartlett Municipal Code Regarding Certain Village Officers.

E. POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI

- 1. None

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

- *1. Resolution Approving of the Sanitary Sewer Main & Service Lining Agreement Between the Village of Bartlett and Performance Pipelining, Inc.
- *2. Resolution Approving of the Renewal of the Agreement for Sanitary Sewer Manholes Rehabilitation Project Between the Village of Bartlett and Structured Solutions, LLC
- *3. Resolution Approving of the Second Renewal of the Agreement for Fire Hydrant Painting Between the Village of Bartlett and Muscat Painting and Decorating

13. **NEW BUSINESS:**

14. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**

15. **ADJOURNMENT**



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BOARD MINUTES
April 16, 2024

1. CALL TO ORDER

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

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Sam Hughes, Human Resources Director Janelle Terrance, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Village Engineer Nick Talerico, Planning & Development Director Kristy Stone, Assistant Golf Professional Paul Galvan, Police Chief Geoff Pretkelis, Deputy Chief Rob Sweeney, Deputy Chief Will Naydenoff, Village Attorney Kurt Asprooth and Village Clerk Lorna Gilles.

3. INVOCATION – Reverend Andrew Weiss from Faith World Outreach Church did the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Suwanski stated that she would like to add item 12.E.1, Resolution 2024-26-R, a Resolution Waiving Advertising for Bids and Approving a Contract for Services Between the Village of Bartlett and Northeast DuPage Family and Youth Services for Social Worker Services 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.



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

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

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

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

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

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

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

Finance Director Todd Dowden stated that the Treasurer's Report for the month of February is included in the packet. Also included is the sales tax report and they received \$348,179 and that was up \$13,082 or 4% from the prior year. MFT tax, they received \$146,175 that was up \$14,476 from the previous year. In regards to the Local Government Distributive Fund (LGDF), they received \$620,344 and they are up to \$5,689,710 at the rate of 6.47%. This would be \$8,906,960 if we were getting the full 10%.

9. PRESIDENT'S REPORT

- A. President Wallace re-appointed Bob Gorski and Bruce Suffern to the Economic Development Commission; Charlie DeVeaux and Julie Kapadoukakis to the Planning and Zoning Commission and Guy Papa and Ken Parcel to the Board of Police and Fire Commissioners with the advice and consent of the village board. He thanked them for their continued service.
- B. CALEA Presentation was presented by Chief Geoff Pretkelis. He stated that last November, Village President Kevin Wallace, Village Administrator Paula Schumacher, Deputy Chief Naydenoff and Accreditation Manager Larry Pincsak, traveled to Bellevue



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Washington for a reaccreditation hearing. He was proud to announce that the regional program manager of the Great Lakes region is here to present the award. They have been a part of CALEA for a long time and this is their ninth accreditation and eighth reaccreditation. They see a lot of benefits in having the most up-to-date policies and procedures that put the Bartlett Police Department as the most professional Police Department not only in the area but across the state. He gave credit to his staff members and Larry Pincsak and Margaret Diaz who will take the place of Larry upon his retirement. Deputy Chief Naydenoff is in charge of support services and oversees the commission. On behalf of the police department he was very proud to invite Dan Shaw to present the award.

Mr. Shaw stated that it was his pleasure to stand before them and the community tonight, to honor a shining example of law enforcement professionalism, your Bartlett Police Department. On behalf of the Commission on Accreditation for Law Enforcement Agencies (CALEA), Commission Chair Chief Marlin Lynch, he thanked them for welcoming him to formally present the Advanced Law Enforcement Accreditation Certificate to the Bartlett Police Department. CALEA was created in 1979 by the International Chiefs of Police, the National Sheriffs Association, the Police Executive Research Forum and the National Association of Black Law Enforcement Executives. This was done after calls for public safety reforms following the civil rights uprising of the 1960's. At that time the founding organizations recognized the need to develop a set of comprehensive professional standards to enhance the delivery of police services. As a former chief of police himself, he truly believes if more agencies across this great nation had taken the original call to action in 1979, the tragic events of the past few years may have been avoided. This is because the goals of CALEA accreditation are to strengthen crime prevention and control capabilities, formalize essential management procedures, establish fair and nondiscriminatory personnel practices, improve service delivery, solidify interagency cooperation and coordination and finally to increase community and staff confidence in their law enforcement agency.

Since its inception, CALEA has accredited agencies based on a body of standards developed with input from many of the best public safety minds and practitioners and leaders of our time. The CALEA standards address a wide range of administrative, operational and logistical issues and serve as a modern management model that provides the framework for recognizing professional excellence within public safety. Based on the goals and mission statement of CALEA, he can think of no better time to present this accreditation certificate to an agency at an open meeting where all can share and recognize the hard work of this agency and the commitment to comply both in letter and the spirit of accreditation standards. This certificate is not simply a matted piece of paper within a frame. It has a much broader symbolic meaning. The certificate represents agencies efforts to maintain accredited status, demonstrated its ability to embrace change in its quest for continuous improvement of the public safety service to your community. It rebounds a commitment to doing the right thing, the right way and at the right time. It represents adherence to a professional code and lastly it represents ongoing dedication to ensuring that agencies resources are appropriately developed, effectively deployed and



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consistently managed, all in the name of a safer community. Since this agencies previous accreditation award in 2019, CALEA assessment services staff have conducted web-based or virtual assessments of the Bartlett Police Department. These assessments involve an in-depth audit of the compliance documentation supplied by the agency to ensure it has maintained accreditation standards. On July 24, 2023, following these virtual assessments, an independent CALEA selected and trained assessor visited the Village of Bartlett and its police department to conduct four days site-based assessment of the agency's activities, functional components and management strategies based on observations of the agencies operations and interviews with its staff and community stakeholders. Upon conclusion of the four-year reaccreditation process, the assessment services team determined that the Bartlett Police Department had maintained compliance with all applicable CALEA standards. At the commission meeting held in Bellevue Washington, CALEA commissioners reviewed the four-year assessment report. They also had an opportunity to interview Chief Pretkelis and the staff present. After its review, the committee concurred with the reports findings and unanimously voted toward the Bartlett Police Department with its ninth consecutive award for advanced law enforcement accreditation. The Police Department has been accredited since November 22, 1995 making it a meritorious agency due to its length of time of continued accreditation.

President Wallace stated that Larry Pincsak is a rock star and they are so honored to have him for so many years.

The award was presented to Chief Pretkelis and the Bartlett Police Department.

Trustee Gandsey read a Proclamation for Arbor Day and urged all citizens to plant trees.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized commissioner anniversaries and congratulated them.

Trustee Hopkins stated that he had a resident reach out to him about West Bartlett Road. He wondered what the game plan was for reaching out to other taxing district partners and solving the issue.

Assistant Village Administrator Scott Skrycki stated that their game plan is to get on Cook County's radar. They have taken pictures of the intersection and will be meeting with Cook County next week. He will follow up with the resident.

Trustee Gunsteen asked for an update on the resurfacing for the residents that live on Prospect.

Public Works Director Dan Dinges stated that the contractor is trying to pressure test the force main. Once that is complete, they will begin restoration work. He hoped that would be complete in the next few weeks.



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Trustee Gandsey stated that she saw a post on Facebook questioning when the water tower would be painted.

Mr. Dinges stated that the Schick Road tower restoration will begin next week. It will take until July to finish.

Trustee Hopkins stated that there was an additional post about the water tower in downtown.

Mr. Dinges stated that the price of building a new tower has been escalated. They are waiting to see if those prices come back down before eliminating the old tower.

Trustee Hopkins asked if it is going to be in the next year or two budgets.

Mr. Dinges stated that it will be at least a couple of years since they have not seen a decrease in steel prices.

Trustee Gunsteen asked if there was any movement or updates on the redevelopment of the Sonic with Casey's gas station.

Planning and Development Director Kristy Stone stated that DuPage County provided them with revised comments about three weeks ago. Once those revisions are through, they will revise their building permit application.

Trustee LaPorte asked Mr. Dinges to go over the rerouting of the traffic with the water lines that are going in the downtown.

Mr. Dinges stated that next week the contractor will be doing the water main project for Oak and North. There will be construction going on downtown and they will start at the tracks on Oak and Bartlett and head north up to Lake Street. They should make it to about Hickory and Oak right around the time that school gets out and they can then proceed north up to Lake while school is out and drop back and head from Western and North east to Prospect. During construction on Oak next week, they will reroute traffic from Western to North to bypass the Oak area. They are estimating at 200-300 feet per day.

Trustee LaPorte asked if the train tracks to North Avenue will be closed next week. How will people go to 120 Live or the Bartlett Coin Shop or JC's, where will they park.

Mr. Dinges stated that they can park by the water tower. They will only be one day at the intersection and then they will be north of Bartlett Road.

11. TOWN HALL

Bob Loquercio, Owner of Elgin Hyundai/Genesis Car Dealers

Mr. Loquercio stated that they open their doors in December of 2023. He appreciated the support of the board and the village as well as Paula Schumacher. The only remaining things that need



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to be done is some landscaping around the Genesis building but for the most part they are open for business. He was happy to say that their first-quarter business was 25% above the projected sales for those 3 months. They are happy to be there and a part of the Village of Bartlett. He stated that they have made a major commitment in the buildings and chose to develop the far east property as the inventory lot. In the course of doing business and trying to develop the property they also bought ER-1 development site. They are proposing to build a carwash and a retail development strip mall. Behind the retail development strip mall there will be a private storage facility for the dealership group. They are hoping to create more revenue from the strip mall. The carwash will pretty much be their own customers and the dealership. It will be a public carwash also creating tax revenue. He hoped that the village would consider a cannabis dispensary for their strip mall. It is a nice out of the way place and a destination for coming there for that purpose. It is away from schools, libraries and churches as well as the actual community (see attached illustration). Finally, he wanted to show his appreciation from the auto group and stated that they are pledging \$100,000 (in light of Arbor Day) for trees and shrubs. They would like to do this in a three-year project (\$33,000) per year. It is the village's choice wherever they would like these trees planted. Whoever the village chooses, they will make it happen.

Trustee Gandsey stated that it was a generous donation. They are looking for a live Christmas tree to be planted in the park instead of the fake one they are currently using.

Mr. Loquercio stated that he is also donating 500 backpacks for children.

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated that there was no report.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that there was no report.

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

Trustee LaPorte stated that Resolution 2024-27-R, a Resolution Approving the Second Amendment to the Village Administrator Revised Employment Agreement and Ordinance 2024-28, an Ordinance Reserving 2024 Volume Cap for Private Activity Bond Issues and Related Matters were covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that Ordinance 2024-29, an Ordinance Amending Section 3-3-2-1: Class A of the Bartlett Liquor Control Ordinance; Ordinance 2024-30, an Ordinance Amending Section 3-3-2-8: Reducing Class F of the Bartlett Liquor Control Ordinance; Ordinance 2024-31, an



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Ordinance Amending Section 3-3-2-22: Reducing Class VC of the Bartlett Liquor Control Ordinance were covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that Resolution 2024-26-R, a Resolution Waiving Advertising for Bids and Approving a Contract for Services Between the Village of Bartlett and Northeast DuPage Family and Youth Services for Social Worker Services was covered and approved under the Consent Agenda.

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that the purchase of a 2024 Ford Transit Full Sized Van from Currie Motors in Frankfort, IL and Resolution 2024-32-R, a Resolution Approving the Second Amendment to the Non-Exclusive License Agreement Between the Village of Bartlett and T-Mobile Central LLC were covered and approved on the Consent Agenda.

13. NEW BUSINESS

President Wallace stated that the Boss's Signature, Inc. has applied for a Class A liquor license. They are swapping their Class VC license. He stated that if there were no objections from the Board he would issue the Class A liquor license.

Trustee Deyne moved to Approve the issuance of Class A liquor license to Boss's Signature and that motion was seconded by Trustee Hopkins.

ROLL CALL VOTE TO APPROVE THE CLASS A LIQUOR LICENSE FOR BOSS'S SIGNATURE

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

14. QUESTION/ANSWER PRESIDENT & TRUSTEES – None



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15. ADJOURNMENT

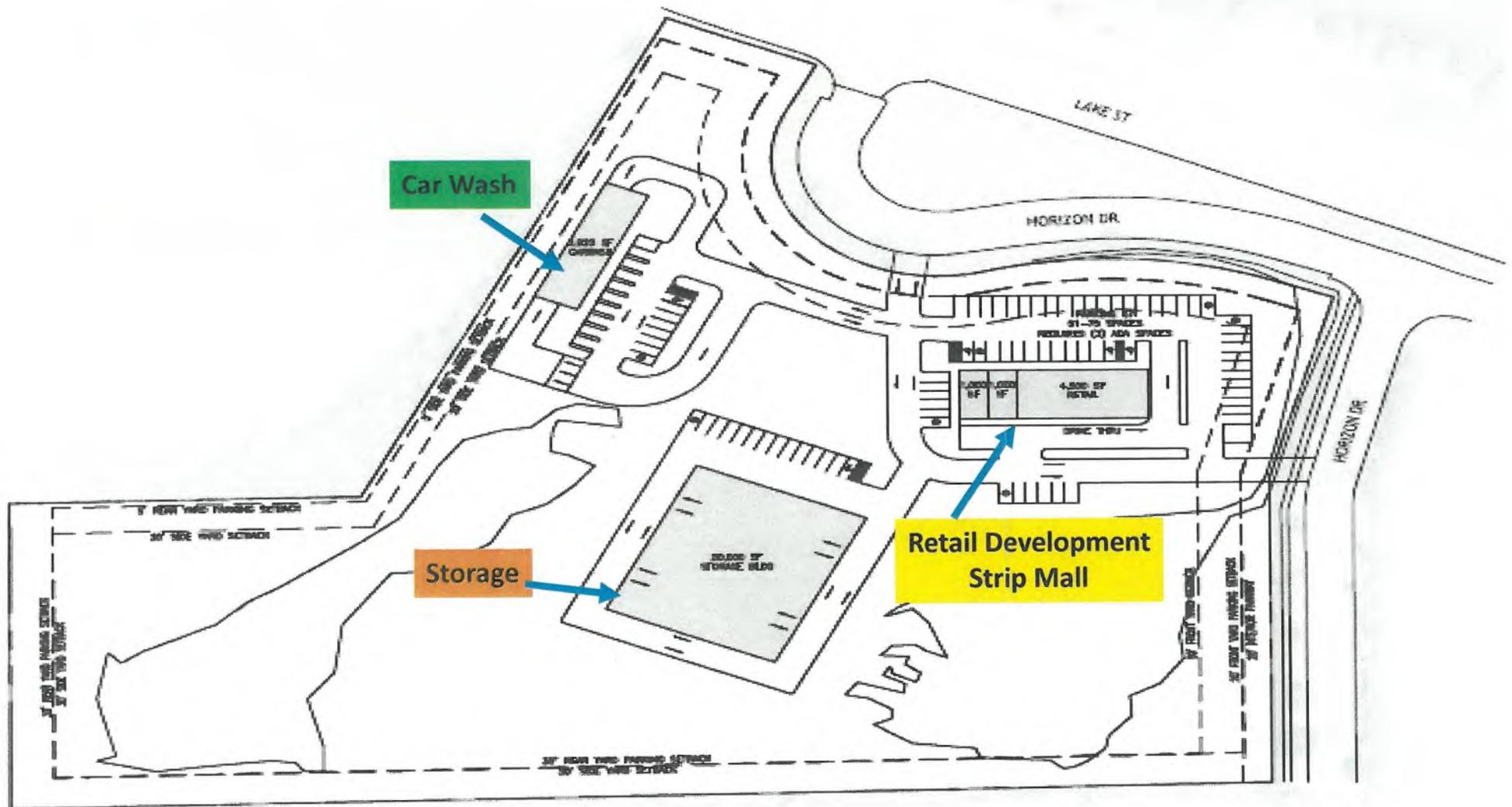
President Wallace stated that the Board will adjourn and there will be a Committee of the Whole meeting immediately following. There being no further business to discuss, Trustee Deyne moved to adjourn the regular Board meeting and that motion was seconded by Trustee LaPorte.

ROLL CALL VOTE TO ADJOURN

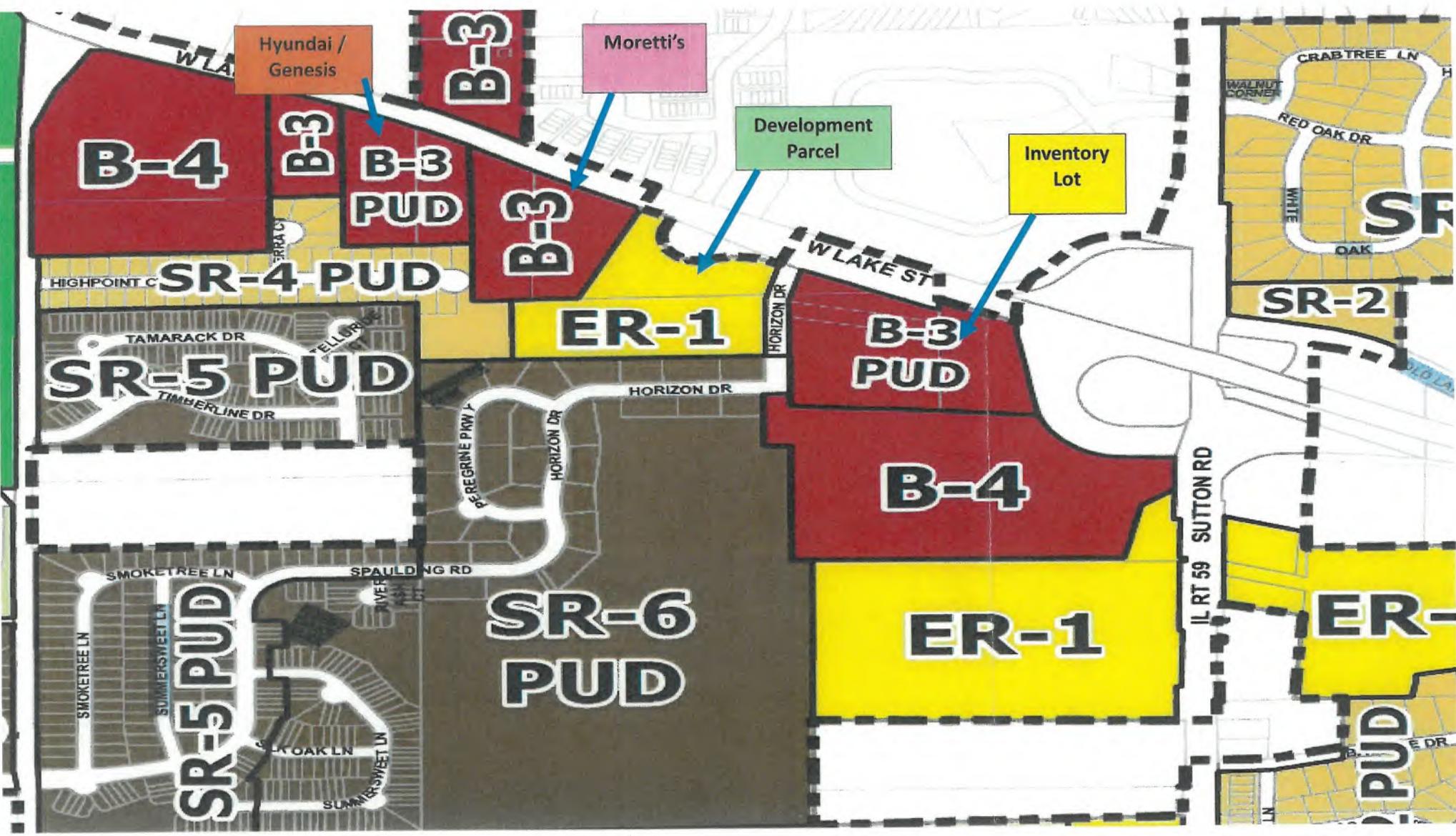
AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski
NAYS: None
ABSENT: None
MOTION CARRIED

The meeting was adjourned at 7:33 p.m.

Lorna Gifess
Village Clerk



 **SITE PLAN**
 1" = 60'-0"



Hyundai /
Genesis

Moretti's

Development
Parcel

Inventory
Lot

B-4

B-3

B-3
PUD

B-3

B-3

ER-1

B-3
PUD

B-4

ER-1

SR-2

ER-

PUD

WLA

HIGHPOINT C

TAMARACK DR

SR-5 PUD

HORIZON DR

WLAKE ST

IL RT 59 SUTTON RD

SMOKE TREE LN

SPALDING RD

SR-5 PUD

CRABTREE LN

RED OAK DR

OAK

SR

SMOKE TREE LN

SUMMERSWEET LN

WALNUT CORNER

SUMMERSWEET LN

E DR



VILLAGE OF BARTLETT COMMITTEE MINUTES April 16, 2024

1. CALL TO ORDER

President Wallace called the Committee of the Whole meeting of April 16, 2024 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:34 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, Human Resources Director Janelle Terrance, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Village Engineer Nick Talarico, Planning & Development Director Kristy Stone, Assistant Golf Pro Paul Galvan, Police Chief Geoff Pretkelis, Deputy Chief Rob Sweeney, Deputy Chief Will Naydenoff, Village Attorney Kurt Asprooth and Village Clerk Lorna Giles.

3. TOWN HALL: None

4. STANDING COMMITTEE REPORTS

A. BUILDING AND ZONING COMMITTEE, CHAIRMAN GUNSTEEN

1. Packaging by Design Variance

Chairman Gunsteen introduced the item.

Chairman Hopkins asked how it happened.

Planning and Development Services Director Kristy Stone stated the survey they submitted, the proposed plat showed the building meeting the setbacks. When they poured the footings, they encroached into the setbacks. Our building code allows a 6" encroachment, but this was 1.5' so they had to go through the process. She believes it was just an oversight.

Chairman Gunsteen believes the geometry of that road and the way the building is situated is a little tricky there as well.

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

2. 231-251 E. Lake Street Annexation Agreement

Chairman Gunsteen introduced the item.



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Ms. Stone stated staff has been working with the applicant's attorney on drafting the annexation agreement and coming to terms. Some of the items included are contributions toward the demolition of the existing structures along Lake St. and in the future when a developer comes in, we are still willing to negotiate incentives based on the proposal.

Chairman Gunsteen asked how long until that blight is gone once annexed.

Ms. Stone stated they have said they are advertising the property now and they are in talks with a developer. We gave them 18 months to have the buildings down, but she would hope that happens sooner.

There would be a public hearing at the board meeting and then the board can vote on the annexation agreement and the annexation.

B. Finance Committee, Chairman LaPorte

1. Civic Group Funding Analysis

Chairman LaPorte introduced the item.

Sr. Management Analyst Samuel Hughes stated up until FY 2022, the trend had been to reduce funding for the civic groups 5%. In FY 2022, civic groups were funded their full request amount. That was due to Heritage Days not filling out a request. The total line item was reduced 5% but the civic groups were receiving their full amount requested. The last couple of years the civic groups have been receiving their full request amount. That includes \$8,000 for Oktoberfest which was a new event and Ignite the Courage is a first time requester this year asking for \$8,000. They have had events since 2017, but they have not asked for funding from the village. This is up for discussion since there was talk about setting an amount for first year requests, so we wanted to open it up for discussion.

Chairman Gunsteen asked about Arts in Bartlett and Heritage Days combining.

Mr. Hughes stated Heritage Days no longer did their Bartlett Days event, but they still did a pet event and the Halloween parade.

Chairman Gunsteen asked how many days the events were.

Mr. Hughes stated the pet event and Halloween parade are both one day. Arts in Bartlett has the Global Arts Festival and some other events at the facility.

Chairman Gunsteen stated he is trying to get an idea on how they come up with the request numbers for their events.



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Mr. Hughes stated generally for the events like the Fourth of July and Smoke and Irons, the funding goes towards the stage, tables and chairs, etc. but those are not numbers we come up with, those are the numbers they are requesting.

Chairman Suwanski stated the Chamber of Commerce has increased their request substantially over the years from \$2,100 to \$5,500. Other than the request for funding for the strategic plan, what is the increase in cost.

Mr. Hughes stated it was for the casino night, golf outing, and the strategic plan.

Chairman Gandsey asked if the funding was only for events.

Mr. Hughes stated when the ordinance was passed, it basically was funding for events and programs. The board would consider how many people helped, assisted, or joined the events, etc.

Village Administrator Paula Schumacher stated it was not for rent or that kind of thing to be considered something we would fund.

President Wallace stated he thinks it is to help these groups that help out in Bartlett and are a part of the fabric of the community. He mentioned former Trustee Camerer wanted some sort of rubric for these groups. He thinks these groups are important and put on a lot of events for the community.

Chairman Gunsteen asked about the first-year applicant getting \$3,500 max. he also thinks it's important that we have recourse that we receive the funds back if the event is canceled or rained out.

Assistant Village Administrator Scott Skrycki stated theoretically if it was cancelled, we just wouldn't fund them next year. We have a pretty good relationship with our civic groups, so he doesn't think it would be an issue.

Ms. Schumacher stated the fireworks show is probably the most weather dependent and in the event they get rained out, they would just not request that funding.

Chairman Gunsteen stated the Lions Club does a great job for only asking for \$500 from the parade and Christmas festival etc.

Ms. Schumacher stated they do not ask for funding for those items, they ask for funding for the Labor Day Dash.

Chairman Gunsteen stated they do a great job.

Chairman LaPorte stated they are great events. Oktoberfest keeps growing, Ignite the Courage and the Chamber is growing. He thinks having some sort of funding matrix would make sense.



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Chairman Gunsteen stated he thinks having a matrix next year would be good if we can limit first year requestors to \$3,500.

Chairman Suwanski confirmed Ignite the Courage is the only first year applicant.

Chairman Gandsey asked if we receive any report on how the events did.

Mr. Hughes stated yes, they must send in a report after their event is over with how last year's event did and their financials.

The consensus of the board was to limit first year applicants to \$3,500 max.

C. License and Ordinance Committee, Chairman Hopkins

1. Licensing Coordinator Discussion

Chairman Hopkins introduced the item.

Ms. Schumacher stated when Lorna Giless (Village Clerk) announced her retirement in March and we looked at the duties and responsibilities of executive secretary and we realized the village clerk would not be an employee for the first time in 30 years. It's very convenient to have that person in the building and available to issue permits and do the other required clerk duties. In past years, before Lorna took over as Clerk, that position was also the comptroller. We no longer have that position. She oversaw the main office, taking in funds, licensing of new buildings, recording of plats, record disposal, etc. a number of those have since been dispersed between Finance and Planning and Development Services. Now we have full-time employees doing some of those non statutory items. The proposed ordinance would create a licensing coordinator to have that full time person to oversee the issuance of licenses and assume the roll of deputy clerk in the clerks absence. We have three different versions based on the last meeting discussions. We took each of those options and Kurt put those in an ordinance form for your review.

Village Attorney Kurt Asprooth stated that Version #1 leaves the deputy clerk as is, appointed by the clerk but removing the mandatory office hours and paid vacation. Version #2 eliminates the deputy clerk position and consolidates those duties into the licensing coordinator. Mr. Asprooth stated there was discussion that perhaps the clerk should have some say so that version still has the licensing coordinator appointed by the mayor but they have to take into consideration whoever the clerk suggests. Version #3 eliminates the deputy clerk, creates the licensing coordinator position and they are appointed by the mayor.

Chairman Hopkins stated he likes Version #1. He thinks whoever runs for that position should appoint the deputy clerk. Our form of government has worked well for years and he doesn't see a reason to change it.

President Wallace stated isn't that where we started, did we plan to appoint Sam (Hughes) at the beginning.



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Ms. Schumacher stated right now Sam is the Deputy Clerk so he has the ability to sign for her, in her absence. Sam also does the business licenses and liquor licenses, so the thought was to put the licensing coordinator under his position as senior analyst.

President Wallace asked if that was Version #1.

Mr. Asprooth stated that would be Version #2 and #3.

Chairman Gandsey stated it could be Version #1 if that person chooses Sam.

Mr. Asprooth stated it is up to the clerk, they could choose that position if they wanted.

Chairman Suwanski confirmed Version #2 is still the village presidents decision, they just have to look at the village clerk and ask if they are comfortable with this.

Mr. Asprooth stated that is current.

Chairman Gunsteen asked Lorna about the amount of work the clerk has to do, and it is a lot. He thought about it and if the Clerk has to do all of these duties and the pay is only \$4,500 a year, maybe we need to look at that for something in the future.

Chairman Deyne stated he agreed and thought we should look at that before Lorna retires.

Chairman Suwanski asked if the level of content in the written minutes was necessary.

Mr. Asprooth stated there is no requirement to how specific the minutes have to be. It is entirely up to the board. You have to have the basics, but the more specific the minutes are help to figure out what happened in the meeting but there is no legal hard and fast requirement about it.

President Wallace stated that makes a lot of sense. He asked who was in favor of leaving things the way they are. He asked Paula what her preference was.

Ms. Schumacher stated she thinks it's just important to have someone in the building keeping the work product flowing. Whether that is a village clerk, deputy clerk, etc. it's important to have someone present in the building.

Chairman LaPorte stated he is concerned about having someone who just gets voted in who might know nothing about the village assigning the deputy clerk.

Chairman Gunsteen stated that if you take number Version #1 and just require the deputy clerk to be an employee then you eliminate a lot of that worry.

Chairman LaPorte stated the person running for clerk might not know anything about Bartlett.



VILLAGE OF BARTLETT COMMITTEE MINUTES April 16, 2024

Chairman Hopkins stated whoever runs for clerk is going to take the advice and consent of the board and the village administrator. When Kevin Wallace was elected he wasn't a Trustee before, he got into office. You want your government to run efficiently and effectively. We were all up here for the first time. He thinks the form of government we have has worked and we should keep as close to it as possible because it makes sense. Requiring someone from the village being assigned deputy clerk will make them look good.

President Wallace stated ideally that would be the person who does all the licensing.

Chairman Gandsey stated just because someone appoints someone, doesn't mean they need to take it.

Chairman Hopkins stated obviously there will be conversations with whoever is appointed. It's not like they will just appoint the plumbing inspector. He thinks Version #1 should move forward.

There was a consensus with the board that tweaks would be made to Version #1 and be brought back.

2. Shelby's Special Use Permit

Chairman Hopkins introduced the item.

Chairman Gandsey asked why they were moving.

Ms. Stone stated they are moving to a smaller space.

Chairman Gandsey asked if there is something slated for their space.

Ms. Stone stated we are working on something.

The item was forwarded to the village board for a final vote.

3. Recreational Vehicle Parking Discussion

Chairman Hopkins introduced the item.

Chairman Suwanski asked how many calls we have received in the past 5 years.

Ms. Stone stated this is the first one we have had. We have gotten calls since we stopped enforcement pending this discussion. We have had people that have been happy about it, some people were not happy and we had a circumstance where the wife was not happy because she didn't want the boat in her driveway and wanted the village to intervene.

Chairman Suwanski stated but up until that, we haven't had any phone calls.

President Wallace stated this was an email, and he made a pretty good case about the expense of storing his boat when he is using it every week.



VILLAGE OF BARTLETT COMMITTEE MINUTES April 16, 2024

Chairman LaPorte stated that “boat” stands for “Bust Out Another Thousand” that is the cost you pay.

Chairman Gunsteen stated in Wisconsin they extended it to April 15 in spring and November 15 in fall. He doesn't see an issue with adding 15 days on both ends.

Ms. Stone stated every year we have 3 neighborhoods that call on November 1st telling us where all the RV's are. It is a hot issue for residents.

Chairman Hopkins stated he is in favor of moving the dates.

Chairman Deyne asked to have it sent to Planning and Zoning for a Public Hearing.

Ms. Schumacher clarified what would be sent to Planning and Zoning.

There was a discussion about sending a couple of proposals for them to review.

Chairman Gunsteen asked if a resident can apply for a 5-day permit to park their boat on the driveway.

Ms. Stone stated there is not, but we do warnings first.

Chairman Gunsteen stated its important to note that homeowner associations supersede our decision so they still might not be allowed in some neighborhoods.

Chairman Gandsey asked if there was a reason not to have it in the driveway other than looks.

Chairman Gunsteen stated sometimes they block the sidewalks.

Chairman Hopkins suggested maybe we have Kurt draft some parameters for the Planning and Zoning Board to discuss.

Chairman LaPorte stated it has been this way for 41 years. This goes back to the Air BNB's being an issue. We went through a bunch of work to discover we don't have many and they are not much of an issue, he is in favor of leaving it.

President Wallace stated it will go to the Planning and Zoning Committee for their review.



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

5. ADJOURNMENT

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

ROLL CALL VOTE TO ADJOURN

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

The Committee of the Whole meeting was adjourned at 8:09 p.m.


Samuel Hughes
Deputy Village Clerk

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/7/2024

100-GENERAL FUND REVENUES

420200-BUSINESS LICENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NILESH PATEL	BUSINESS LICENSE FEE REFUND	150.00
	INVOICES TOTAL:	150.00

420215-LIQUOR/BAR LICENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NILESH PATEL	LIQUOR LICENSE FEE REFUND	925.00
	INVOICES TOTAL:	925.00

430310-TOWING/IMPOUNDING FEES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DARSHAN V PATEL	REFUND FOR TOWING FEE	500.00
	INVOICES TOTAL:	500.00

1,575.00

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - MAY 2024	324,233.80
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/MAY 24	934.15
** 1 METROPOLITAN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - MAY 2024	15,311.36
	INVOICES TOTAL:	340,479.31

340,479.31

1100-VILLAGE BOARD/ADMINISTRATION

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	54.02
	INVOICES TOTAL:	54.02

530115-SUBSCRIPTIONS/PUBLICATIONS

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

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	SUPPLIES FOR HR	85.65
	INVOICES TOTAL:	85.65

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/7/2024

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE MAYORS & MANAGERS	APRIL 2024 BUSINESS MEETING	50.00
** 1 ELAN FINANCIAL SERVICES	LEGACY CONFERENCE/ILCMA LUNCHEON	165.00
** 1 ELAN FINANCIAL SERVICES	HR SEMINAR REGISTRATION	329.00
** 1 ELAN FINANCIAL SERVICES	ILCMA CONFERENCE/LODGING	490.89
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	33.16
	INVOICES TOTAL:	1,068.05

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT ROTARY CLUB	Q4 2023 & Q1 2024 DUES	390.00
** 1 ELAN FINANCIAL SERVICES	IEDC/SHRM MEMBERSHIP RENEWALS	605.25
1 ICMA	MEMBERSHIP RENEWAL/P SCHUMACHER	1,200.00
	INVOICES TOTAL:	2,195.25

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	GLASS TOWER DISPLAY/TV & MOUNT	804.39
** 1 ELAN FINANCIAL SERVICES	MUSEUM SUPPLIES/MUSEUM WORKSHOP	902.39
1 PASTPERFECT SOFTWARE INC	ANNUAL HOSTING FEE	475.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	2.39
	INVOICES TOTAL:	2,184.17

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	BUDGET MEETING DINNER/NOTARY CERTIFICATION	570.70
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	15.81
	INVOICES TOTAL:	586.51

6,278.15

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANCEL GLINK P.C.	PROFESSIONAL SERVICES	22,104.21
1 LAW OFFICES OF FRANCIS BONGIOVANNI	PROFESSIONAL SERVICES	1,387.50
1 VILLAGE OF ITASCA	CPKC COALITION	15,632.09
	INVOICES TOTAL:	39,123.80

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	LAKE STREET SURVEYING SERVICES	4,650.00
1 HAMPTON LENZINI AND RENWICK INC	1201 HUMBRACHT CIR STORMWATER	2,411.25
1 HAMPTON LENZINI AND RENWICK INC	393 JERVEY LN SINGLE FAMILY RESIDENCE	513.75
1 HAMPTON LENZINI AND RENWICK INC	1200 HUMBRACHT CIR, FREEZER BLDG	1,657.50

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/7/2024

INVOICES TOTAL: 9,232.50

523600-SOCIAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KATHRYN R JUZWIN	CONSULTING FEES - JAN, FEB & MAR 24	4,749.99
1 NORTHEAST DUPAGE FAMILY	SOCIAL WORKER PROGRAM	5,377.29
<u>INVOICES TOTAL:</u>		<u>10,127.28</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TESKA ASSOCIATES INC	BARTLETT LAKE ST TIF REDEVELOPMENT PLAN	9,383.75
<u>INVOICES TOTAL:</u>		<u>9,383.75</u>

67,867.33

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	40.96
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	28.00
<u>INVOICES TOTAL:</u>		<u>68.96</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	30.87
1 WAREHOUSE DIRECT	PAPER ROLL AND OFFICE SUPPLIES	46.03
<u>INVOICES TOTAL:</u>		<u>76.90</u>

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	BUDGET FILING AND LETTERS	78.21
<u>INVOICES TOTAL:</u>		<u>78.21</u>

224.07

1500-PLANNING & DEV SERVICES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	47.70
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	40.83
<u>INVOICES TOTAL:</u>		<u>88.53</u>

522501-DOCUMENT IMAGING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TKB ASSOCIATES INC	CONVERSION OF FILES TO LASERFICHE	4,000.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/7/2024

INVOICES TOTAL: 4,000.00

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FTD AUTO LLC	VEHICLE MAINTENANCE	165.60
1 FTD AUTO LLC	VEHICLE MAINTENANCE	169.81
1 FTD AUTO LLC	VEHICLE MAINTENANCE	954.11
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	45.00
<u>INVOICES TOTAL:</u>		<u>1,334.52</u>

526005-PLAN REVIEW SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLA INC	SOUTHWIND RETAIL CENTER TRAFFIC REVIEW	185.00
<u>INVOICES TOTAL:</u>		<u>185.00</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CARGO COVER FOR CHEVY EQUINOX	69.99
** 1 ELAN FINANCIAL SERVICES	VEHICLE FLOOR MATS	150.31
1 VANTAGE CUSTOM CLASSICS INC	STAFF APPAREL	229.75
<u>INVOICES TOTAL:</u>		<u>450.05</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - MARCH 2024	415.82
<u>INVOICES TOTAL:</u>		<u>415.82</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CLASS REGISTRATION	350.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	100.00
1 KRISTY STONE	APA CONFERENCE EXPENSES	724.30
1 KRISTY STONE	TRAINING EXPENSES	260.70
<u>INVOICES TOTAL:</u>		<u>1,435.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	56.09
<u>INVOICES TOTAL:</u>		<u>56.09</u>

7,965.01

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	189.67

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/7/2024

1 COMPASSION FUNERAL SERVICE INC	TRANSPORTATION SERVICES	375.00
1 FULTON SIREN SERVICES	WARNING SIREN MAINTENANCE	4,533.03
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	238.73
1 T-MOBILE	TELEPHONE BILL	9.20
1 VERIZON WIRELESS	WIRELESS SERVICES	-264.72
INVOICES TOTAL:		5,080.91

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LEADSONLINE LLC	ANNUAL SERVICE AGREEMENT	5,646.00
INVOICES TOTAL:		5,646.00

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	558.91
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	733.07
1 FTD AUTO LLC	VEHICLE MAINTENANCE	82.90
1 FTD AUTO LLC	VEHICLE MAINTENANCE	82.90
1 FTD AUTO LLC	VEHICLE MAINTENANCE	88.64
1 FTD AUTO LLC	VEHICLE MAINTENANCE	45.12
1 FTD AUTO LLC	VEHICLE MAINTENANCE	93.04
1 FTD AUTO LLC	VEHICLE MAINTENANCE	93.04
1 FTD AUTO LLC	VEHICLE MAINTENANCE	88.64
1 MYD BARTLETT SG LLC	CAR WASH SERVICES - MAR 2024	72.00
INVOICES TOTAL:		1,938.26

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMAS ALAGNA	MAVERICK GROOMING	75.00
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	78.08
1 AMAZON CAPITAL SERVICES INC	MISC ITEMS FOR CSO & MAVERICK	60.47
** 1 ELAN FINANCIAL SERVICES	FOOD PURCHASES	250.59
1 HEARTLAND ANIMAL HOSPITAL PC	MAVERICK EXAM AND MEDICATION	200.64
1 LT ARTISTIC FRAMING INC	RETIREMENT SHADOW BOX	174.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	150.69
1 PORTER LEE CORPORATION	BARCODE LABELS	86.00
1 ULINE	SUPPLIES	213.71
INVOICES TOTAL:		1,289.18

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	POLICE BATONS	74.70
1 RAY O'HERRON CO INC	SEW PATCHES ONTO 2 C/O SHIRTS	20.00
1 RAY O'HERRON CO INC	GLOVES	6.92
1 RAY O'HERRON CO INC	UNIFORM APPAREL	126.81
1 RAY O'HERRON CO INC	UNIFORM APPAREL	87.29
1 RAY O'HERRON CO INC	UNIFORM APPAREL	94.59

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
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1 RAY O'HERRON CO INC	POLICE BATON	232.91
1 STREICHER'S INC	HAT	14.99
INVOICES TOTAL:		658.21

530125-SHOOTING RANGE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	SHOOTING RANGE SUPPLIES	112.69
1 FIELDS USA	AMMUNITION AND LESS LETHAL RESUPPLY	8,980.00
1 RAY O'HERRON CO INC	AMMUNITION ORDER	6,570.00
INVOICES TOTAL:		15,662.69

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - MARCH 2024	9,436.19
INVOICES TOTAL:		9,436.19

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DESK ORGANIZER	43.61
1 STATE GRAPHICS	BUSINESS CARDS	67.82
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	151.17
1 WAREHOUSE DIRECT	MONEY RECEIPT BOOK	18.53
1 WAREHOUSE DIRECT	MONEY RECEIPT BOOK	37.06
INVOICES TOTAL:		318.19

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	BUDGET FILING AND LETTERS	120.66
1 FEDERAL EXPRESS CORP	LETTERS	51.15
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	16.45
1 THE UPS STORE	SHIPPING CHARGES	87.76
1 THE UPS STORE	SHIPPING CHARGES	78.69
INVOICES TOTAL:		354.71

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEREK BANSLEY	TRAINING EXPENSES	53.10
1 CITY OF ST CHARLES	ANNUAL SHOOTING RANGE FEE	1,200.00
** 1 ELAN FINANCIAL SERVICES	CPST RECERTIFICATION	55.00
1 INT'L ASSOC OF CHIEFS OF POLICE	IACP 2024 ANNUAL CONFERENCE	500.00
1 MAJOR CASE ASSISTANCE TEAM	AWARDS BANQUET FEES	50.00
1 NORTH EAST MULTI-REGIONAL TRAINING INC	CLASS REGISTRATION FEES	80.00
1 NORTH EAST MULTI-REGIONAL TRAINING INC	CLASS REGISTRATION FEES	375.00
1 NORTH EAST MULTI-REGIONAL TRAINING INC	CLASS REGISTRATION FEES	100.00
1 NORTH EAST MULTI-REGIONAL TRAINING INC	ANNUAL MEMBERSHIP FEES	6,935.00
INVOICES TOTAL:		9,348.10

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/7/2024

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	GOVT SOCIAL MEDIA MEMBERSHIP RENEWAL	79.00
	<u>INVOICES TOTAL:</u>	<u>79.00</u>

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	ITEMS FOR OPEN HOUSE	52.10
** 1 ELAN FINANCIAL SERVICES	TEEN CPA SHIRTS	232.50
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	112.35
	<u>INVOICES TOTAL:</u>	<u>396.95</u>

544001-PRISONER DETENTION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	44.94
1 BARTLETT SOAP N SUDS	DETENTION BLANKET CLEANING	41.25
	<u>INVOICES TOTAL:</u>	<u>86.19</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	50.00
	<u>INVOICES TOTAL:</u>	<u>50.00</u>

50,344.58

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	2.10
** 1 ELAN FINANCIAL SERVICES	FOLDING CHAIRS RENTAL	173.69
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	12.00
	<u>INVOICES TOTAL:</u>	<u>187.79</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,530.36
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	21.68
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,709.60
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	206.73
1 NICOR GAS	GAS BILL	258.50
1 NICOR GAS	GAS BILL	570.25
1 NICOR GAS	GAS BILL	822.61
	<u>INVOICES TOTAL:</u>	<u>5,119.73</u>

526000-SERVICE TO MAINTAIN VEHICLES

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

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/7/2024

1 RUNNION EQUIPMENT COMPANY	EQUIPMENT PARTS AND MAINTENANCE	19,599.53
1 SAUBER MFG CO	AERIAL & POWER UNIT INSPECTION	326.00
1 SUBURBAN TIRE	VEHICLE MAINTENANCE	50.00
	INVOICES TOTAL:	19,975.53

527112-SERVICE TO MAINTAIN STR LIGHTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMUND & NELSON CO	STREET LIGHT WIRING REPLACEMENT	4,001.00
	INVOICES TOTAL:	4,001.00

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE - APR 2024	1,475.00
1 TRUGREEN	FERTILIZER APPLICATION	943.31
	INVOICES TOTAL:	2,418.31

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,386.00
1 ELMHURST CHICAGO STONE COMPANY	DELIVERY WAITING FEE	236.25
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,363.45
1 ELMHURST CHICAGO STONE COMPANY	DELIVERY WAITING FEE	135.00
1 GINA RAGUCCI	PUBLIC SIDEWALK REPLACEMENT	1,158.72
1 STEVE RICCI	PUBLIC SIDEWALK REPLACEMENT	800.00
1 JOAQUIN SARAVIA	PUBLIC SIDEWALK REPLACEMENT	1,646.56
1 WELCH BROS INC	WOOD STAKES AND NAILS	141.20
1 WELCH BROS INC	MATERIALS & SUPPLIES	493.50
1 WELCH BROS INC	WOOD STAKES	162.00
	INVOICES TOTAL:	8,522.68

527140-TREE TRIMMING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES URBAN FORESTRY	TREE SURVEY	6,763.25
	INVOICES TOTAL:	6,763.25

527160-STREET SWEEPING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LRS LLC	STREET SWEEPING SERVICES	10,100.00
	INVOICES TOTAL:	10,100.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	282.77
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	28.06
1 CORE & MAIN LP	MATERIALS & SUPPLIES	234.24
** 1 ELAN FINANCIAL SERVICES	REIMBURSED MISC CHARGES	68.57
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	433.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
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1 JSN CONTRACTORS SUPPLY	UTILITY MARKING FLAGS/PAINT	381.15
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING FLAGS	536.05
	<u>INVOICES TOTAL:</u>	<u>1,963.84</u>

530160-SAFETY EQUIPMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FIVE STAR SAFETY EQUIPMENT INC	SAFETY EQUIPMENT	159.00
1 FIVE STAR SAFETY EQUIPMENT INC	SAFETY EQUIPMENT	494.00
1 FIVE STAR SAFETY EQUIPMENT INC	SAFETY EQUIPMENT	171.00
	<u>INVOICES TOTAL:</u>	<u>824.00</u>

532010-FUEL PURCHASES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 WEX BANK	FUEL PURCHASES - MARCH 2024	3,379.99
	<u>INVOICES TOTAL:</u>	<u>3,379.99</u>

534300-EQUIPMENT MAINTENANCE MATLS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ADVANTAGE TRAILER AND HITCHES	TRAILER SPARES	298.00
1 AUTOZONE INC	MAINTENANCE SUPPLIES	297.95
1 CAROL STREAM LAWN & POWER	MAINTENANCE MATERIALS	248.85
1 CAROL STREAM LAWN & POWER	STRING TRIMMER SUPPLIES	47.54
1 CAROL STREAM LAWN & POWER	AIR FILTER	8.98
1 CAROL STREAM LAWN & POWER	TIRE REPLACEMENT AND REPAIR	349.30
1 CAROL STREAM LAWN & POWER	MAINTENANCE MATERIALS	81.36
1 CAROL STREAM LAWN & POWER	MAINTENANCE MATERIALS	200.92
1 CAROL STREAM LAWN & POWER	MAINTENANCE MATERIALS	14.97
1 CAROL STREAM LAWN & POWER	MAINTENANCE MATERIALS	86.37
1 FLEETPRIDE	MAINTENANCE SUPPLIES	252.98
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	612.00
1 INTERSTATE BILLING SERVICE INC	CREDIT MEMO	-170.00
1 INTERSTATE BILLING SERVICE INC	CREDIT MEMO	-63.84
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	25.18
	<u>INVOICES TOTAL:</u>	<u>2,290.56</u>

534400-STREET MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GRIMCO INC	STREET BLANK SIGNS AND HEAVY DUTY STAKES	154.35
1 HIGH STAR TRAFFIC	STREET MAINTENANCE MATERIALS	1,665.00
1 HIGH STAR TRAFFIC	STREET MAINTENANCE MATERIALS	874.65
	<u>INVOICES TOTAL:</u>	<u>2,694.00</u>

534500-GROUNDS MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 MIDWEST TRADING HORTICULTURAL	SPOT SEEDING TURF REPAIR	44.90
	<u>INVOICES TOTAL:</u>	<u>44.90</u>

** Indicates pre-issue check.

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534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATTHEW BURRIS	PLUMBING INSTALLATION CHARGE	135.00
1 AMPERAGE ELECTRICAL SUPPLY INC	MAINTENANCE SUPPLIES	17.74
1 AMPERAGE ELECTRICAL SUPPLY INC	STREET LIGHT MATERIALS	90.00
1 GRAINGER	POWER OUTLETS	268.36
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	2,423.60
INVOICES TOTAL:		2,934.70

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	89.63
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	467.69
INVOICES TOTAL:		557.32

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 AMERICAN PUBLIC WORKS ASSOC	ILLINOIS ROADS SCHOLAR PRGM	179.00
** 1 ELAN FINANCIAL SERVICES	APWA ROUNDTABLE REGISTRATION	26.66
INVOICES TOTAL:		205.66

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE MORTON ARBORETUM	ANNUAL MEMBERSHIP FEE	75.00
INVOICES TOTAL:		75.00

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	M&M FEMA NATIVE BASINS	1,990.00
INVOICES TOTAL:		1,990.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - MAR 24	165.00
1 AMERICAN DOOR AND DOCK	DOOR MAINTENANCE	995.00
1 COMPRESSOR SERVICES	REPLACEMENT AIR COMPRESSOR	4,869.05
INVOICES TOTAL:		6,029.05

574900-CEMETERY COLUMBARIUM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHN B REYNOLDS & SONS MEMORIALS INC	DEATH DATE ENGRAVING	500.00
INVOICES TOTAL:		500.00

80,577.31

4000-CAPITAL PROJECTS EXPENDITURES

** Indicates pre-issue check.

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570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	WIRELESS HDMI DISPLAY ADAPTER	427.09
1 AMAZON CAPITAL SERVICES INC	RALLY BAR ALL-IN-ONE VIDEO CONFERENCING	2,594.00
1 AVI SYSTEMS INC.	CONFERENCE ROOM EQUIPMENT FOR VH AND PD	16,005.76
1 AVI SYSTEMS INC.	CONFERENCE ROOM EQUIPMENT FOR PW	4,004.44
1 DELL COMPUTER CORP	COMPUTERS FOR TRAINING ROOMS	1,926.00
1 STRICTLY TECHNOLOGY	CONFERENCE ROOM CAMERAS	2,383.40
1 STRICTLY TECHNOLOGY	CONFERENCE ROOM CAMERAS	451.71
	INVOICES TOTAL:	27,792.40

27,792.40

4200-MUNICIPAL BLDG PROJECTS EXP

584022-PARKING LOT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABBEY PAVING & SEALCOATING CO INC	OAK/ONEIDA PARKING LOT IMPROVEMENTS	56,320.91
	INVOICES TOTAL:	56,320.91

56,320.91

5000-WATER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLEGIANT FIRE PROTECTION LLC	ANNUAL FIRE ALARM INSPECTION	270.00
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE - APR 2024	1,562.00
** 1 ELAN FINANCIAL SERVICES	SCADA PHONE SERVICE	38.37
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	12.00
1 WUNDERLICH-MALEC SERVICES INC	SWITCH REPLACEMENT	856.08
	INVOICES TOTAL:	2,738.45

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	378.16
	INVOICES TOTAL:	378.16

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	APRIL 2024 BILLING	751.76
	INVOICES TOTAL:	751.76

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DIXON ENGINEERING INC	WATER TOWER PROJECT	481.25
	INVOICES TOTAL:	481.25

** Indicates pre-issue check.

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524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	64.12
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	153.87
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	268.69
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	513.88
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	412.71
1 NICOR GAS	GAS BILL	431.15
1 NICOR GAS	GAS BILL	269.02
INVOICES TOTAL:		2,113.44

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DISPOSABLE SHOE COVERS	23.17
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	28.07
1 CORE & MAIN LP	MATERIALS & SUPPLIES	990.92
1 CORE & MAIN LP	MATERIALS & SUPPLIES	2,013.50
1 MIDWEST TRADING HORTICULTURAL	CURLEX BLANKETS	158.00
INVOICES TOTAL:		3,213.66

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - MARCH 2024	992.29
INVOICES TOTAL:		992.29

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	25.18
INVOICES TOTAL:		25.18

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	APWA ROUNDTABLE REGISTRATION	26.67
INVOICES TOTAL:		26.67

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - MAR 24	165.00
INVOICES TOTAL:		165.00

10,885.86

5090-WATER CAPITAL PROJECTS EXP

581020-WATER METER AUTOMATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METER AND SUPPLIES	2,865.09

** Indicates pre-issue check.

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1 WATER RESOURCES INC	WATER METERS AND SUPPLIES	3,901.68
1 WATER RESOURCES INC	MATERIALS & SUPPLIES	1,232.40
	<u>INVOICES TOTAL:</u>	<u>7,999.17</u>

581038-VILLAGE SYSTEM IMPROVEMENTS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CHRISTOPHER B BURKE ENG LTD	PUMP STATION MODIFICATIONS	940.00
	<u>INVOICES TOTAL:</u>	<u>940.00</u>
		8,939.17

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE - APR 2024	625.00
** 1 ELAN FINANCIAL SERVICES	SCADA PHONE SERVICE	32.11
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	12.00
	<u>INVOICES TOTAL:</u>	<u>669.11</u>

522720-PRINTING SERVICES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 SEBIS DIRECT INC	APRIL 2024 BILLING	751.76
	<u>INVOICES TOTAL:</u>	<u>751.76</u>

522800-ANALYTICAL TESTING

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

524120-UTILITIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	100.03
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	212.58
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	186.42
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	581.13
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	54.91
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	53.59
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	240.30
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	155.97
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	122.47
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	330.95
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	450.29
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	227.96
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	129.34
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	74.96
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	98.44
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	122.06
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	902.74

** Indicates pre-issue check.

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1 NICOR GAS	GAS BILL	238.46
1 NICOR GAS	GAS BILL	46.94
1 NICOR GAS	GAS BILL	143.71
1 NICOR GAS	GAS BILL	621.82
1 NICOR GAS	GAS BILL	146.67
		INVOICES TOTAL: 5,241.74

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	11,382.00
		INVOICES TOTAL: 11,382.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	282.78
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	28.07
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	85.14
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	42.45
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	1,426.53
1 WELCH BROS INC	AMERIMIX TYPE M MORTAR	27.00
		INVOICES TOTAL: 1,891.97

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHLORINE CYLINDER	10.00
		INVOICES TOTAL: 10.00

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	438.88
		INVOICES TOTAL: 438.88

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - MARCH 2024	1,357.28
		INVOICES TOTAL: 1,357.28

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CASE LOTS INC	PAPER TOWELS/CLEANING SUPPLIES	327.70
		INVOICES TOTAL: 327.70

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MATERIALS & SUPPLIES	270.00
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	25.19
1 NEENAH FOUNDRY COMPANY	SOLID LIDS AND FRAMES	356.00

** Indicates pre-issue check.

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1 STANDARD EQUIPMENT COMPANY	TOUCH SCREEN REPAIRS	239.00
	INVOICES TOTAL:	890.19

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 AMERICAN PUBLIC WORKS ASSOC	ILLINOIS ROADS SCHOLAR PRGM	179.00
** 1 ELAN FINANCIAL SERVICES	APWA ROUNDTABLE REGISTRATION	26.67
	INVOICES TOTAL:	205.67

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - MAR 24	165.00
	INVOICES TOTAL:	165.00

23,640.05

510000-SEWER FUND

200504-FRWRD PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE CTY SEWER TREATMENT 04/24	1,232.39
	INVOICES TOTAL:	1,232.39

1,232.39

5190-SEWER CAPITAL PROJECTS EXP

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RUBINO ENGINEERING INC	CONCRETE COMPRESSION TESTING	947.00
1 STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF	4,820.00
1 STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF	28,400.00
1 STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF	19,931.62
	INVOICES TOTAL:	54,098.62

582028-DEVON EXCESS FLOW PLANT REHB

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW SEWER & FORCEMAIN	26,134.75
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY LIFT STATION	8,325.25
1 PERFORMANCE CONSTRUCTION & ENGINEER	DEVON EXCESS FLOW FORCE MAIN	376,033.34
	INVOICES TOTAL:	410,493.34

464,591.96

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	350.00

** Indicates pre-issue check.

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INVOICES TOTAL: 350.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	134.90
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	44.39
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	36.28
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	82.91
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	479.46
<u>INVOICES TOTAL:</u>		<u>777.94</u>

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE - APR 2024	1,475.00
** 1 ELAN FINANCIAL SERVICES	METRA INTERNET SERVICE	67.35
<u>INVOICES TOTAL:</u>		<u>1,542.35</u>

570200-BLDG & GROUNDS IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	METRA STATION EXT DOORS INSTALLATION	5,447.19
<u>INVOICES TOTAL:</u>		<u>5,447.19</u>

8,117.48

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - MAR 24	304.80
1 ERANGE INC	ANNUAL SERVICE/SUPPORT FEE	600.00
1 FOX VALLEY FIRE & SAFETY	FAID/CAT 1 TESTING	841.00
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	41.25
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	274.13
1 NITECH FIRE & SECURITY INDUSTRIES INC	BURGLAR ALARM MONITORING	113.85
1 ROSCOE CO	MATS	342.24
<u>INVOICES TOTAL:</u>		<u>2,517.27</u>

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	LADIES NITE AND VETERANS ADVERTISING	15.00
<u>INVOICES TOTAL:</u>		<u>15.00</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES SERVICE	ICE MACHINE REPAIRS	138.33
1 GREAT LAKES SERVICE	WALK IN COOLER REPAIRS	231.00
1 NITECH FIRE & SECURITY INDUSTRIES INC	ALARM EQUIPMENT REPAIRS	200.00

** Indicates pre-issue check.

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INVOICES TOTAL: 569.33

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	410.23
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,500.16
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	40.54
<u>INVOICES TOTAL:</u>		<u>1,950.93</u>

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	CAFE LEASE AGREEMENT	700.00
<u>INVOICES TOTAL:</u>		<u>700.00</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	TOWELS	388.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	36.29
1 HORNUNG'S GOLF PRODUCTS INC	CART KEY TAGS	141.95
1 SYSCO CHICAGO INC	FOOD PURCHASE AND SUPPLIES	150.00
<u>INVOICES TOTAL:</u>		<u>716.24</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	GOLF RESTAURANT/BANQUET SUPPLIES	25.00
<u>INVOICES TOTAL:</u>		<u>25.00</u>

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	322.78
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	45.21
<u>INVOICES TOTAL:</u>		<u>367.99</u>

534332-PURCHASES - GOLF BALLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BRIDGESTONE GOLF INC	GOLF BALLS AND HATS	1,618.00
1 BRIDGESTONE GOLF INC	GOLF BALLS	962.34
<u>INVOICES TOTAL:</u>		<u>2,580.34</u>

534335-PURCHASES - MISC GOLF MDSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	GOLF APPAREL	855.65
1 BRIDGESTONE GOLF INC	GOLF HAT	20.44
<u>INVOICES TOTAL:</u>		<u>876.09</u>

** Indicates pre-issue check.

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546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	GOLF RESTAURANT/BANQUET SUPPLIES	220.00
	<u>INVOICES TOTAL:</u>	<u>220.00</u>
		10,538.19

5510-GOLF MAINTENANCE EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	500.05
	<u>INVOICES TOTAL:</u>	<u>500.05</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REINDERS INC	MAINTENANCE SUPPLIES	712.75
	<u>INVOICES TOTAL:</u>	<u>712.75</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	ROCKER COVER GASKET	16.40
1 DEKANE EQUIPMENT CORPORATION	MAINTENANCE SUPPLIES	51.03
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	1.27
1 REINDERS INC	MAINTENANCE SUPPLIES	113.85
	<u>INVOICES TOTAL:</u>	<u>182.55</u>

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST FIRST AID & SAFETY	FIRST AID SUPPLIES	66.58
	<u>INVOICES TOTAL:</u>	<u>66.58</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABSOLUTE SERVICE INC	PUMP STATION MAINTENANCE	300.00
1 FOX VALLEY FIRE & SAFETY	FIRE SPRINKLER SERVICE CALL	2,136.29
	<u>INVOICES TOTAL:</u>	<u>2,436.29</u>

534700-TREE MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABBOTT TREE CARE PROFESSIONALS LLC	TREE REMOVAL	3,600.00
	<u>INVOICES TOTAL:</u>	<u>3,600.00</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREENKEEPER	GKU TUITION - MANAGEMENT CERTIFICATE	600.00

** Indicates pre-issue check.

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INVOICES TOTAL: 600.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRANK MENINI NUISANCE	RODENT TRAPS	300.00
<u>INVOICES TOTAL:</u>		<u>300.00</u>

8,398.22

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	BLADE SHARPENING	50.00
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - MAR 24	38.10
1 COMPLETE BAR SYSTEMS LLC	CLEAN BEER LINES	64.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.83
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	112.50
<u>INVOICES TOTAL:</u>		<u>310.43</u>

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	LADIES NITE AND VETERANS ADVERTISING	15.00
<u>INVOICES TOTAL:</u>		<u>15.00</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES SERVICE	ICE MACHINE REPAIRS	138.33
1 GREAT LAKES SERVICE	WALK IN COOLER REPAIRS	231.00
<u>INVOICES TOTAL:</u>		<u>369.33</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	250.03
<u>INVOICES TOTAL:</u>		<u>250.03</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	STAFF POLO SHIRTS	150.00
1 EDWARD DON & COMPANY	TOWELS	70.53
1 GORDON FOOD SERVICE INC	FOOD PURCHASE & SUPPLIES	60.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	100.00
1 GRECO AND SONS INC	FOOD PURCHASE AND SUPPLIES	100.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	100.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	55.45
1 SYSCO CHICAGO INC	FOOD PURCHASE AND SUPPLIES	47.00
1 SYSCO CHICAGO INC	SUPPLIES	57.87

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/7/2024

INVOICES TOTAL: 740.85

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO CHICAGO INC	UTILITY COOK SHIRTS	112.27
<u>INVOICES TOTAL:</u>		<u>112.27</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	GOLF RESTAURANT/BANQUET SUPPLIES	50.00
<u>INVOICES TOTAL:</u>		<u>50.00</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	500.00
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	1,000.00
1 CHICAGO BEVERAGE SYSTEMS/	BEER PURCHASE	473.79
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	324.49
1 EUCLID BEVERAGE LLC	BEER PURCHASE	1,000.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE & SUPPLIES	2,500.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	1,200.00
1 GORDON FOOD SERVICE INC	CREDIT MEMO	-1,738.87
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	550.00
1 GRECO AND SONS INC	FOOD PURCHASE	100.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	50.00
1 GRECO AND SONS INC	FOOD PURCHASE	56.40
1 GRECO AND SONS INC	FOOD PURCHASE AND SUPPLIES	57.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	220.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	190.17
1 LAKESHORE BEVERAGE	BEER PURCHASE	295.00
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	900.00
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	646.36
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	431.58
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	259.41
1 SYSCO CHICAGO INC	FOOD PURCHASE AND SUPPLIES	120.00
1 SYSCO CHICAGO INC	SUPPLIES	11.81
1 TEC COFFEE & FOODS	COFFEE PURCHASE	94.50
<u>INVOICES TOTAL:</u>		<u>9,241.64</u>

11,089.55

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SHARPENING	25.00
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - MAR 24	38.10
1 ALSCO	LINEN SERVICES	640.56

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/7/2024

1	ALSCO	LINEN SERVICES	515.36
1	GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.84
1	GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	112.50
			INVOICES TOTAL:
			1,377.36

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	ZOLA RENEWAL/JOB AD POSTING FEE	864.65
1 EXAMINER PUBLICATIONS INC	LADIES NITE AND VETERANS ADVERTISING	75.00
1 THE KNOT WORLDWIDE INC	ADVERTISING	5,083.40
		INVOICES TOTAL:
		6,023.05

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES SERVICE	ICE MACHINE REPAIRS	138.34
1 GREAT LAKES SERVICE	WALK IN COOLER REPAIRS	231.00
		INVOICES TOTAL:
		369.34

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	250.03
		INVOICES TOTAL:
		250.03

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	STAFF POLO SHIRTS	252.29
1 AMAZON CAPITAL SERVICES INC	GOLF RESTAURANT/BANQUET SUPPLIES	310.80
1 EDWARD DON & COMPANY	TOWELS	100.00
1 EDWARD DON & COMPANY	MEN'S WHITE COTTON HEMMED GLOVES	355.80
1 GORDON FOOD SERVICE INC	FOOD PURCHASE & SUPPLIES	60.00
1 GORDON FOOD SERVICE INC	CREDIT MEMO	-148.23
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	48.19
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	300.00
1 GRECO AND SONS INC	FOOD PURCHASE AND SUPPLIES	100.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	90.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	55.45
1 MLA WHOLESALE INC	FLOWERS	264.20
1 MLA WHOLESALE INC	FLOWERS	204.55
1 MLA WHOLESALE INC	FLOWERS	185.10
1 SYSCO CHICAGO INC	FOOD PURCHASE AND SUPPLIES	47.00
1 SYSCO CHICAGO INC	MATERIALS & SUPPLIES	443.08
1 SYSCO CHICAGO INC	MATERIALS & SUPPLIES	46.59
1 SYSCO CHICAGO INC	SUPPLIES	57.87
		INVOICES TOTAL:
		2,772.69

530110-UNIFORMS

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

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/7/2024

1 SYSCO CHICAGO INC	UTILITY COOK SHIRTS	112.28
		INVOICES TOTAL:
		112.28

534320-PURCHASES - FOOD & BEVERAGE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 THE BAKING INSTITUTE BAKERY CO	CAKE	65.00
1 THE BAKING INSTITUTE BAKERY CO	CAKE	280.99
1 THE BAKING INSTITUTE BAKERY CO	CAKE	425.00
1 THE BAKING INSTITUTE BAKERY CO	CAKE	480.99
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	667.80
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	2,058.46
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	200.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	599.63
1 GORDON FOOD SERVICE INC	FOOD PURCHASE & SUPPLIES	1,670.65
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	1,369.30
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	105.20
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	3,093.56
1 GORDON FOOD SERVICE INC	CREDIT MEMO	-100.00
1 GORDON FOOD SERVICE INC	CREDIT MEMO	-270.12
1 GRECO AND SONS INC	FOOD PURCHASE	291.46
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	691.23
1 GRECO AND SONS INC	FOOD PURCHASE	56.40
1 GRECO AND SONS INC	FOOD PURCHASE	165.64
1 GRECO AND SONS INC	FOOD PURCHASE AND SUPPLIES	778.18
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	525.62
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	204.61
1 GRECO AND SONS INC	FOOD PURCHASE	93.80
1 GRECO AND SONS INC	FOOD PURCHASE	87.80
1 GRECO AND SONS INC	CREDIT MEMO	-74.70
1 GRECO AND SONS INC	CREDIT MEMO	-92.72
1 GRECO AND SONS INC	CREDIT MEMO	-24.43
1 IL GIARDINO DEL DOLCE INC	PASTRIES AND COOKIES	190.00
1 IL GIARDINO DEL DOLCE INC	CAKE	88.50
1 LAKESHORE BEVERAGE	BEER PURCHASE	190.17
1 LAKESHORE BEVERAGE	BEER PURCHASE	11.38
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	612.74
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	310.50
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	259.41
1 SYSCO CHICAGO INC	FOOD PURCHASE AND SUPPLIES	357.49
1 SYSCO CHICAGO INC	SUPPLIES	50.00
1 TEC COFFEE & FOODS	COFFEE PURCHASE	94.50
		INVOICES TOTAL:
		15,514.04

26,418.79

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

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

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/7/2024

1 GORDON FOOD SERVICE INC	FOOD PURCHASE & SUPPLIES	60.00
1 SYSCO CHICAGO INC	MATERIALS & SUPPLIES	100.00
1 SYSCO CHICAGO INC	SUPPLIES	18.69
1 SYSCO CHICAGO INC	SUPPLIES	57.87
INVOICES TOTAL:		236.56

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE BAKING INSTITUTE BAKERY CO	CAKE	280.99
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	450.00
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	1,000.00
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	496.67
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	384.40
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	509.15
1 EUCLID BEVERAGE LLC	BEER PURCHASE	853.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	749.78
1 EUCLID BEVERAGE LLC	BEER PURCHASE	371.20
1 GORDON FOOD SERVICE INC	FOOD PURCHASE & SUPPLIES	1,300.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	1,100.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE/SUPPLIES	600.00
1 GRECO AND SONS INC	FOOD PURCHASE	350.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	50.00
1 GRECO AND SONS INC	FOOD PURCHASE AND SUPPLIES	550.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	190.19
1 LAKESHORE BEVERAGE	BEER PURCHASE	75.00
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	378.73
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	65.40
1 SCNS SPORTS FOODS	FOOD PURCHASE	105.20
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	200.00
1 TEC COFFEE & FOODS	COFFEE PURCHASE	94.50
INVOICES TOTAL:		10,154.21

10,390.77

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	203.18
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	274.13
1 SCHINDLER ELEVATOR CORPORATION	ANNUAL MAINTENANCE AGREEMENT	7,920.00
INVOICES TOTAL:		8,397.31

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	GIS AUTOMATION/MDM FEES	186.00
1 EMC CORPORATION	SAN HARDWARE MAINTENANCE RENEWAL	7,224.48
1 EMC CORPORATION	SAN HARDWARE MAINTENANCE RENEWAL	4,214.99

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/7/2024

1 MOBILE WIRELESS LLC	NETMOTION LICENSE RENEWAL	7,752.00
1 TKB ASSOCIATES INC	LASERFICHE SOFTWARE RENEWAL	9,078.30
1 VC3 INC	MONTHLY SERVICE AGREEMENT	2,499.00
	INVOICES TOTAL:	30,954.77

522720-PRINTING SERVICES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HAGG PRESS INC	APR/MAY 2024 BARTLETTER	4,074.00
	INVOICES TOTAL:	4,074.00

524100-BUILDING MAINTENANCE SERVICES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 MATTHEW BURRIS	CARTRIDGE INSTALLATION	320.00
1 MATTHEW BURRIS	CARTRIDGE INSTALLATION	275.00
1 ALLEGIANT FIRE PROTECTION LLC	ANNUAL FIRE ALARM INSPECTION	300.00
1 ALLEGIANT FIRE PROTECTION LLC	ANN. FIRE & SPRINKLER ALARM INSPECTION	635.00
1 ALLEGIANT FIRE PROTECTION LLC	ANN. FIRE ALARM INSPECTION & BATTERIES	454.00
1 ALLEGIANT FIRE PROTECTION LLC	ANNUAL FIRE ALARM INSPECTION	270.00
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - MAR 24	4,355.00
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	239.60
1 METALMASTER ROOFMASTER INC	ROOF REPAIRS	2,199.00
1 TRUGREEN	FERTILIZER APPLICATION	162.25
	INVOICES TOTAL:	9,209.85

524110-TELEPHONE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMCAST	INTERNET SERVICE	104.24
1 COMCAST	TELEPHONE BILL	4,367.52
1 COMCAST	INTERNET SERVICE	94.90
1 T-MOBILE	TELEPHONE BILL	101.32
	INVOICES TOTAL:	4,667.98

524120-UTILITIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	51.45
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	330.08
1 NICOR GAS	GAS BILL	141.86
	INVOICES TOTAL:	523.39

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	12.99
1 AMAZON CAPITAL SERVICES INC	IPAD FOR GIS	29.99
1 AMAZON CAPITAL SERVICES INC	SUPPLIES FOR RETIREMENT PARTY	192.88
1 AMAZON CAPITAL SERVICES INC	PHONE CASES	19.98
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	27.89
1 IMAGING ESSENTIALS INC	PLOTTER PAPER	150.05

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/7/2024

**	1 PETTY CASH	PETTY CASH REIMBURSEMENT	31.62
	1 WAREHOUSE DIRECT	PAPER	599.88
	1 WAREHOUSE DIRECT	PAPER ROLL AND OFFICE SUPPLIES	26.45
	1 WAREHOUSE DIRECT	COFFEE CREAMER	34.64
	1 WAREHOUSE DIRECT	TOWELS	153.78
			INVOICES TOTAL:
			1,280.15

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	197.94
1 NITECH FIRE & SECURITY INDUSTRIES INC	BURGLAR ALARM MONITORING	118.50
		INVOICES TOTAL:
		316.44

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	ILGISA MEETING REGISTRATION	150.00
1 ESRI INC	GIS TRAINING - ARCGIS ENTERPRISE	1,920.00
1 JOHN PEEBLES	GMIS CONFERENCE EXPENSES	521.88
		INVOICES TOTAL:
		2,591.88

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CLOUD SERVICES	1.59
		INVOICES TOTAL:
		1.59

62,017.36

6100-VEHICLE REPLACEMENT EXPENSES

570550-GOLF VEHICLE REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REINDERS INC	DEBRIS BLOWER	10,268.44
		INVOICES TOTAL:
		10,268.44

10,268.44

7000-POLICE PENSION EXPENDITURES

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ALLIANT INSURANCE SERVICES INC	FIDUCIARY INSURANCE RENEWAL	6,872.00
1 LAUTERBACH & AMEN LLP	MARCH 2024 PSA	200.00
		INVOICES TOTAL:
		7,072.00

7,072.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 5/7/2024

GRAND TOTAL: 1,303,024.30

GENERAL FUND	555,310.76
CAPITAL PROJECTS	27,792.40
MUNICIPAL BUILDING FUND	56,320.91
WATER FUND	19,825.03
SEWER FUND	489,464.40
PARKING FUND	8,117.48
GOLF FUND	66,835.52
CENTRAL SERVICES FUND	62,017.36
VEHICLE REPLACEMENT FUND	10,268.44
POLICE PENSION FUND	7,072.00
GRAND TOTAL	1,303,024.30

** Indicates pre-issue check.

**A PROCLAMATION RECOGNIZING IT COORDINATOR
CHRIS HOSTETLER UPON HIS RETIREMENT FROM THE VILLAGE OF BARTLETT**

WHEREAS, Chris Hostetler was hired as an administrative assistant for the Village of Bartlett in 1996, and for 28 years has deftly aligned his strengths, his interests and his professional role with both the pressing and the emerging administrative and information technology needs of the village; and

WHEREAS, Chris earned a master of public administration degree from NIU with an academic focus on information management, database management and information systems and government, and after gaining experience as the “unofficial network administrator and technical support specialist” for the village, he pivoted to his formal position of IT Coordinator; and

WHEREAS, with patience and persistence, Chris guided our village government from an analog world to a digital one, from implementing and designing the first network in Public Works and the first e-mail system to overseeing Bartlett’s very first website to his always diligent introduction of new technologies and modern software to ensure the efficient delivery of village services; and

WHEREAS, his strong work ethic and his quiet reliability as a problem solver has always made Chris invaluable, perhaps his greatest strength is his ability to work equally well with department heads, employees, and vendors alike; and

WHEREAS, the Village is forever appreciative that Chris has made the maintenance of Bartlett’s IT infrastructure and the support of our municipal government his full-time job for 25-plus years;

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, offer our many, many thanks to Information Technology Coordinator Chris Hostetler for his service. We are proud to have had you as an employee in the Village of Bartlett and we wish you a retirement free of worries about malware and cybersecurity and filled with many years of good health and much happiness.

Dated this 7th Day of May 2024



Kevin Wallace, Village President

**A PROCLAMATION RECOGNIZING POLICE OFFICER MANNY PEREZ
UPON HIS RETIREMENT FROM THE VILLAGE OF BARTLETT**

WHEREAS, Officer Manny Perez was sworn in as a Bartlett Police Officer on March 2, 2004; and

WHEREAS, for over 20 years of dedicated service, Manny served in many roles at the police department including Patrol Officer, Directed Patrol Team, DuPage Metropolitan Enforcement Group, Honor Guard, Recruitment Team, and DEA Task Force; and

WHEREAS, Manny participated in many supporting capacities within the department throughout his career as a Drug Investigator and Gang Specialist; and

WHEREAS, Manny belonged to the Midwest Gang Investigators Association and the Illinois Tactical Officer Association, as well as received certifications in Electronic Criminal Surveillance and DEA Narcotics and Dangerous Drugs, which directly affected the overall professionalism and effectiveness of officers serving the Village; and

WHEREAS, the Village is forever proud of Manny's many accolades and awards during his career which include: a 2008 Certificate of Commendation, a 2011 Meritorious Service Award, multiple Shift Citations, and MADD's (Mothers Against Drunk Driving) Award; and

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage, and Kane Counties, offer our sincere gratitude to Officer Manny Perez for his 20 years of service to the Bartlett community. His extraordinary service and dedication to the police department and the Village of Bartlett have positively impacted many lives throughout his career. We wish him a retirement filled with good health and much happiness.

Dated this 7th Day of May 2024



Kevin Wallace, Village President

**PROCLAMATION
NATIONAL POLICE WEEK
MAY 12 – 18, 2024**

WHEREAS, the Congress and President of the United States have designated May 15th as Peace Officers Memorial Day, and the week in which it falls as National Police Week; and

WHEREAS, the members of the Bartlett Police Department play an essential role in safeguarding the rights and freedoms of the citizens of Bartlett; and

WHEREAS, it is important that all citizens know and understand the duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the Bartlett Police Department has grown to be a modern and nationally accredited law enforcement agency which unceasingly provides a vital public service;

Now, therefore, I, Kevin Wallace, Village President, call upon all citizens of Bartlett and upon all patriotic, civil and educational organizations to observe the week of May 12th through 18th, as National Police Week to commemorate police officers, past and present, who by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of Bartlett to observe Wednesday, May 15th, as Peace Officers Memorial Day to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

Dated the 7th day of May 2024.



Kevin Wallace, Village President

VILLAGE OF BARTLETT PROCLAMATION RECOGNIZING MAY 2024 AS BIKE MONTH

WHEREAS, the bicycle provides a viable and environmentally sound form of transportation and is an excellent tool for recreation and enjoyment of the Village of Bartlett's scenic beauty; and

WHEREAS, The Village of Bartlett's application to become a Bicycle Friendly Community received an honorable mention by the League of American Bicyclists;

WHEREAS, the Village of Bartlett's Bike and Run Advisory Committee promotes safe bike and pedestrian activities on the Village's bike path system and encourages participation in Bike to Work Week May 13-19 and Bike to Work Day on May 17th;

WHEREAS, Ride Illinois is educating cyclists and motorists as to the proper and safe operation of bicycles at www.rideillinois.org/safety/bike-safety-quiz; and

WHEREAS, The Village of Bartlett, Bartlett Park District, DuPage County Forest Preserve, Spin Doctor Cyclewerks and independent cyclists throughout our Village are promoting greater public awareness of bicycle operations and safety education in an effort to reduce accidents, injuries and fatalities for all.

NOW, THEREFORE, I, Kevin Wallace, Village President of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, do hereby proudly proclaim the month of May, 2025 as Bike Month in Bartlett.

Dated this 7th day of May, 2024



Kevin Wallace, Village President

**A PROCLAMATION RECOGNIZING BARTLETT RESIDENT ROY ENGSTROM,
WINNER OF THE 2023-2024 GOVERNOR'S VOLUNTEER SERVICE AWARD**

WHEREAS, the Governor's Volunteer Service Award recognizes individual volunteers in order to highlight the importance of volunteerism and community service; and

WHEREAS, unsurprisingly to us, no candidate was more deserving of the 2023-2024 Governor's Award than Bartlett resident Roy Engstrom, whose decades of selfless volunteerism is unmatched in our community and whose positive impact on our village continues to resonate through the generations -- past, present and future; and

WHEREAS, in 1970, when the population of Bartlett was 716 and the park district was less than a decade old, Roy established the Bartlett Little League, an organization that grew to be one of the largest little leagues in the state. Not only was he president of that organization for 10 years, he initiated construction of our community's first baseball diamond in 1972 and was instrumental in the construction of Ruzicka Park, Apple Orchard Park, Leiseberg Park and the Jensen Pavilion, donating labor and materials to their construction; and

WHEREAS, the Bartlett Lions Club, one of our oldest civic groups, has enriched our community through eye glass collections and eye health screenings, coordination of the annual visit from Santa, the Independence Day Parade and more. And Roy has been right there with them, a Lions Club member for 50 years, who has done everything from flipping flapjacks at their pancake breakfasts to organizing the Lions Club Charity Golf Outing for over 25 years; and

WHEREAS, Roy is also a founding member of the Bartlett 4th of July Committee, and 30 years later continues to serve this all-volunteer community group that organizes and manages a multi-day Independence Day celebration that never fails to make joyful family memories and strengthen the fabric of our community; and

WHEREAS, the list of volunteer activities mentioned here, just scratch the surface of everything Roy has done to connect our community and stoke the "hometown" feelings that nourish our residents.

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, offer our many, many thanks to Bartlett resident, lifelong volunteer and valued friend Roy Engstrom for his many decades of generous service to the Village of Bartlett.

Dated this 7th Day of May 2024



Kevin Wallace, Village President



Agenda Item Executive Summary

AGENDA ITEM: #2024-06 Packaging By Design 1250 Hardt Circle BOARD OR COMMITTEE: Board

BUDGET IMPACT

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

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

EXECUTIVE SUMMARY

The petitioner is requesting a 1.6-foot variation from the required 40-foot front yard to bring the building currently under construction into conformity.

The Planning & Zoning Commission reviewed the petitioner's request, conducted the public hearing and recommended approval of the front yard variation at their April 4, 2024 meeting.

The Building and Zoning Committee reviewed the P&Z Commission recommendation at their April 16, 2024 meeting and forwarded the application to the Village Board for a final vote.

ATTACHMENTS (PLEASE LIST)

Memo, ordinance

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to approve Ordinance 2024-___ An Ordinance Granting a Front Variation For Packaging By Design at 1250 Hardt Circle
- Motion

MOTION:

Staff: Kristy Stone, PDS Director

Date: April 26, 2024

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM
24-32

DATE: April 18, 2024
TO: Paula Schumacher, Village Administrator
FROM: Andrew Barna, Associate Planner 
RE: **(#24-06) Packaging by Design**

PETITIONER

Carra Scurto

SUBJECT SITE

1250 Hardt Circle

REQUEST

Variation – Front Yard

DISCUSSION

1. The subject property is zoned I-2 EDA and is located within the Brewster Creek Business Park.
2. The petitioner is requesting a 1.6-foot variation from the required 40-foot front yard to bring the building currently under construction into conformity.
3. The approved site geometry plan, last revised 8/3/2023, shows the building meeting the 40-foot front yard setback.
4. The applicant submitted a spot survey which showed the footings encroaching up to 1.6-feet into the required front yard. (*The Building Code requires the applicant apply for a variation if the foundation encroaches more than 6-inches into a required yard*).

RECOMMENDATION

1. The Planning and Zoning Commission held the required public hearing, reviewed the petitioner's request, and **recommended approval** at their meeting on April 4, 2024 based upon the following Findings of Fact:

- A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
 - B. That conditions upon which the petition for variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.
 - C. That the purpose of the variation is not based exclusively upon a desire to make money out of the property.
 - D. That the alleged difficulty or hardship is caused by the provision of this Title and has not been created by any person presently having an interest in the property.
 - E. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
 - F. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
 - G. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.
2. The Committee of the Whole reviewed the petitioner's requests at their meeting on **April 16, 2024**. The Committee forwarded the petition to the Village Board for a final vote.
3. The ordinance with exhibits is attached for your reference.

ab/attachments

General – PDS Team\memos 2024\032_1250Hardt_vb.docx

ORDINANCE 2024-_____

AN ORDINANCE GRANTING A FRONT YARD VARIATION FOR
PACKAGING BY DESIGN AT 1250 HARDT CIRCLE

WHEREAS, Property Wealth Group LLC (the “**Owner**”) is the owner of approximately 8.1 acres of land zoned I-2 EDA General Industry Economic Development Area District, located on part of Lot 15 in Brewster Creek Business Park Unit 2 in the Village of Bartlett, legally described on **Exhibit A**, and is referred to herein as the “**Subject Property**”; and

WHEREAS, Carra Scurto (the “**Petitioner**”), has filed a petition (the “**Petition**”) for a 1.6-foot variation from the 40-foot required front yard setback (the “**Variation**”), on the Subject Property; and

WHEREAS, the Owner of the Subject Property has consented to the Petition of Carra Scurto; and

WHEREAS, the Bartlett Planning & Zoning Commission reviewed the Petition and conducted the required public hearing with respect to the requested Variation on the Subject Property at its meeting on April 4, 2024 (Case #2024-06) and has recommended to the Corporate Authorities that the Variation to reduce the front yard setback be granted, subject to the findings of fact set forth in its report; and

WHEREAS, the Corporate Authorities have determined that it is in the public interest to grant the Variation recommended by the Planning & Zoning Commission based on its findings of fact set forth in its report and as more fully 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.** Based in part on the conditions set forth in Section 4 of this Ordinance, the Corporate Authorities make the following findings of fact regarding the Petitioner’s application for approval of the Variation:

- A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.

- B. That conditions upon which the petition for a Variation is based are unique to the property for which the variations are sought and are not applicable, generally, to other property within the same zoning classifications.
- C. That the purpose of the Variation is not based exclusively upon a desire to make money out of the property.
- D. That the alleged difficulty or hardship is caused by the provision of the Zoning Ordinance and has not been created by any person presently having an interest in the property.
- E. That the granting of the Variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
- F. That the Variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
- G. That the granting of the Variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.

SECTION THREE: Variation. Pursuant to Section 10-13-6 of the Bartlett Zoning Ordinance, the Corporate Authorities hereby grant a Variation to allow reduce the 40-foot front yard setback by 1.6 feet at 1250 Hardt Circle on the Subject Property.

SECTION FOUR: Failure to Comply. Upon the failure or refusal of the Petitioner or the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the approvals granted pursuant to this Ordinance (collectively, the "***Conditioned Approvals***"), will, at the sole discretion of the Corporate Authorities, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Corporate Authorities will not revoke the Conditioned Approvals unless it first provides the Petitioner and 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 I-2 EDA Zoning District, as the same may, from time to time, be amended. Further, in the event of revocation, the Village Administrator and Village Attorney are authorized and directed to bring all zoning enforcement actions as may be appropriate under the circumstances. The Petitioner acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section 4, 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 4 is given.

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

ROLL CALL VOTE:

AYES:

NAYS:

PASSED: May 7, 2024

APPROVED: May 7, 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 May 7, 2024, and approved on May 7, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Exhibit A

Legal Description:

THAT PART OF LOT 15 IN BREWSTER CREEK BUSINESS PARK UNIT 2, BEING A SUBDIVISION OF PART OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 2000 AS DOCUMENT R2000-181911, IN DU PAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY NORTHEAST CORNER OF SAID LOT 15, BEING ALSO THE INTERSECTION OF THE SOUTH LINE OF HARDT CIRCLE WITH THE WEST LINE OF HUMBRACHT CIRCLE; THENCE ON AN ASSUMED BEARING OF SOUTH 00 DEGREES 29 MINUTES 01 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT 15, BEING ALSO THE WEST LINE OF SAID HUMBRACHT CIRCLE, A DISTANCE OF 310.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 15; THENCE SOUTH 87 DEGREES 31 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 15; A DISTANCE OF 360.79 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE EXTENDED A DISTANCE OF 1,036.85 FEET TO THE SOUTHWEST CORNER OF SAID LOT 15, BEING ALSO A POINT ON THE EAST LINE OF MUNGER ROAD; THENCE NORTH 00 DEGREES 27 MINUTES 11 SECONDS WEST, ALONG THE WEST LINE OF SAID LOT 15, A DISTANCE OF 73.04 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1,440.00 FEET AND A CHORD BEARING NORTH 03 DEGREES 12 MINUTES 18 SECONDS EAST, AN ARC DISTANCE OF 183.87 FEET TO A POINT ON SAID CURVE SAID POINT ON CURVE BEING SOUTHERLY 370.25 FEET, AS MEASURED ALONG THE ARC, FROM THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 67 DEGREES 42 MINUTES 37 SECONDS EAST A DISTANCE OF 481.64 FEET TO A POINT ON THE EAST LINE OF SAID LOT 15, SAID POINT BEING ALSO A POINT ON THE WESTERLY LINE OF AFORESAID HARDT CIRCLE; THENCE SOUTHERLY AND EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 15, BEING ALSO THE SOUTHERLY LINE OF SAID HARDT CIRCLE, SAID NORTHERLY LINE BEING THE ARC OF ANON-TANGENT CURVE, CONCAVE TO THE NORTH HAVING A RADIUS OF 70.00 FEET AND A CHORD BEARING SOUTH 77 DEGREES 44 MINUTES 01 SECONDS EAST, AN ARC DISTANCE OF 135.24 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE; THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 233.00 FEET AND A CHORD BEARING SOUTH 71 DEGREES 06 MINUTES 12 SECONDS EAST, AN ARC DISTANCE OF 157.62 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 30 MINUTES 59 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 15, A DISTANCE OF 321.71 FEET TO A POINT 357.85 FEET WEST OF THE AFORESAID POINT OF COMMENCEMENT AS MEASURED ALONG THE SAID NORTH LINE OF LOT 15; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 322.56 FEET TO THE POINT OF BEGINNING.

P.I.N. NO. 01-04-308-019



Agenda Item Executive Summary

AGENDA ITEM: #2024-05 Shelby's BOARD OR COMMITTEE: Board

BUDGET IMPACT

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

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

EXECUTIVE SUMMARY

The Shelby's video gaming café is looking to move into a smaller leased space within the Brewster Creek Shopping Centre. The Special Use Permit to allow the video gaming café to serve beer and wine was granted to the previous address (801 S Route 59) and is not transferrable therefor the petitioner is requesting a Special Use Permit to allow a video gaming café to serve beer and wine at 867 S. Route 59.

The Planning & Zoning Commission reviewed the petitioner's request, conducted the public hearing and **recommended approval** of the Special Use Permit at their April 4, 2024 meeting.

The License and Ordinance Committee reviewed the P&Z Commission recommendation at their April 16, 2024 meeting and forwarded the application to the Village Board for a final vote.

ATTACHMENTS (PLEASE LIST)

Memo, ordinance

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to approve Ordinance 2024-____ An Ordinance Granting a Special Use Permit to Allow the Serving of Beer and Wine at Shelby's Gaming Café at 867 S Route 59
- Motion

MOTION:

Staff: Kristy Stone, PDS Director

Date: April 26, 2024

PLANNING & DEVELOPMENT SERVICES MEMORANDUM

24-33

DATE: April 18, 2024
TO: Paula Schumacher, Village Administrator
FROM: Andrew Barna, Associate Planner 
RE: **(#24-05) Shelby's**

PETITIONER

Charity Johns

SUBJECT SITE

867 S. Route 59

REQUESTS

Special Use Permit – To Serve Beer and Wine

SURROUNDING LAND USES

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
Subject Site	Commercial	Commercial	B-3
North	Commercial	Commercial	B-3
South	Commercial	Commercial	B-3
East	Residential	Estate Residential	ER-3
West	Commercial	Commercial	B-3 PUD

CURRENT DISCUSSION

1. The petitioner previously was granted a Special Use Permit to serve beer and wine at 801 S. Route 59 in the Brewster Creek Shopping Center. The applicant is moving to a smaller unit within the same shopping center and must obtain a Special Use Permit to allow a video gaming establishment to serve beer and wine at 867 S. Route 59.
2. The petitioner will be moving from a 2,500 sq. ft. unit to a 1,200 sq. ft. unit.
3. Parking for the shopping center consists of 185 parking spaces. This use would require 20 parking spaces. There appears to be ample parking for this use.
4. The proposed establishment would be required to meet the Village's updated

gaming cafe regulations that 4 seats be provided for every 1 video gaming terminal.

5. The proposed hours of operation for the video gaming establishment would be Sunday-Thursday, 8:00 a.m. to 1:00 a.m. and Friday-Saturday 8:00 a.m. to 2:00 a.m. These proposed hours match the restrictions for the Class B license of Sunday-Thursday 8:00 a.m. to 1:00 a.m. and Friday- Saturday 8:00 a.m. to 2:00 a.m.

RECOMMENDATION

1. The Staff recommends **approval** of the petitioner's request for a special use permit subject to the following conditions and findings of fact:
 - A. Approval of a Class B and VC liquor license;
 - B. The sale of liquor shall be limited to the hours of 8:00 AM to 1:00 AM Sunday through Thursday and 8:00 AM to 2:00 AM on Friday and Saturday, in accordance with the liquor license;
 - C. Findings of fact (special use permit):
 - i. The proposed use at that particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
 - ii. That the proposed use will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity.
 - iii. That the special use shall conform to the regulations and conditions specified in this Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.
2. The Planning and Zoning Commission held the required public hearing, reviewed the petitioner's request, and **recommended approval** at their meeting on April 4, 2024
3. The Committee of the Whole reviewed the petitioner's requests at their meeting on **April 16, 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 GRANTING A SPECIAL USE PERMIT TO
ALLOW THE SERVING OF BEER AND WINE FOR SHELBY'S
GAMING CAFÉ AT 867 S ROUTE 59**

WHEREAS, Brewster Creek Limited Partnership (the "**Owner**") is the owner of approximately 5.77 acres of land zoned B-3 Neighborhood Shopping District, located on Lot 2 of the Resubdivision of Lot 1 Brewster Creek Centre in the Village of Bartlett, legally described on **Exhibit A**, and is referred to herein as the "**Subject Property**"; and

WHEREAS, Charity Johns (the "**Petitioner**"), has filed a petition (the "**Petition**") for a special use permit to allow the serving of beer and wine (the "**Special Use Permit**"), on the Subject Property; and

WHEREAS, the Owner of the Subject Property has consented to the Petition of Charity Johns; and

WHEREAS, the Bartlett Planning & Zoning Commission reviewed the Petition and conducted the required public hearing with respect to the requested Special Use Permit on the Subject Property at its meeting on April 4, 2024 (Case #2024-05) and has recommended to the Corporate Authorities that the Special Use Permit to allow the serving of beer and wine be granted, subject to the conditions and findings of fact set forth in its report; and

WHEREAS, the Corporate Authorities have determined that it is in the public interest to grant the Special Use Permit recommended by the Planning & Zoning Commission based on its findings of fact and conditions set forth in its report and as more fully 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. Based in part on the conditions set forth in Section 4 of this Ordinance, the Corporate Authorities make the following findings of fact regarding the Petitioner's application for approval of the Special Use Permit:

- A. The proposed Special Use Permit is desirable to provide a use which is in the interest of public convenience and will contribute to the general welfare of the neighborhood and community.
- B. That the proposed Special Use Permit will not under the circumstances of the particular case be detrimental to the health, safety, morals and general welfare of persons residing or working in the vicinity or be injurious to the property value or improvement in the vicinity.
- C. That the Special Use Permit shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.

SECTION THREE: Special Use Permit. Pursuant to Section 10-13-9 of the Bartlett Zoning Ordinance, and subject to the conditions set forth in Section 4 of this Ordinance, the Corporate Authorities hereby grant a Special Use Permit to allow the serving of beer and wine at 867 S Route 59 on the Subject Property.

SECTION FOUR: 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. Approval of a Class B liquor license;
- B. Approval of a Class VC liquor license;
- C. The sale of liquor shall be limited to the hours of 8:00 AM to 1:00 AM Sunday through Thursday and 8:00 AM to 2:00 AM on Friday and Saturday, in accordance with the liquor license;
- D. Building permits and all other necessary permits shall be required for all construction activities, and this Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind may be commenced on the Subject Property pursuant to the approvals granted by this Ordinance unless and until all conditions of this Ordinance precedent to that work have been fulfilled and after all permits, approvals, and other authorizations for the work have been properly applied for, paid for, and granted in accordance with all applicable laws and regulations
- E. 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

- F. **Binding Effect; Non-Transferability.** The privileges, obligations, and provisions of each and every section of this Ordinance are for the sole benefit of, and shall be binding on, the Petitioner and the Owner. Nothing in this Ordinance will be deemed to allow the approvals granted pursuant to this Ordinance to be transferred to any person or entity without that person or entity first applying for and receiving the Village's approval of a new application for a special use permit.

SECTION FIVE: Failure to Comply. Upon the failure or refusal of the Petitioner or the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the approvals granted pursuant to this Ordinance (collectively, the "***Conditioned Approvals***"), will, at the sole discretion of the Corporate Authorities, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Corporate Authorities will not revoke the Conditioned Approvals unless it first provides the Petitioner and 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 B-3 Zoning District, as the same may, from time to time, be amended. Further, in the event of revocation, the Village Administrator and Village Attorney are authorized and directed to bring all zoning enforcement actions as may be appropriate under the circumstances. The Petitioner acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section 5, 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 5 is given.

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

ROLL CALL VOTE:

AYES:

NAYS:

PASSED: May 7, 2024

APPROVED: May 7, 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 May 7, 2024, and approved on May 7, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

AGENDA ITEM:

Professional Services Agreement with Ancel Glink, PC

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount	N/A	Budgeted	\$210,000.00
Fund: General fund	Corresponding Activity Measure: Annually renew professional services agreements		

EXECUTIVE SUMMARY

Professional services agreement for fiscal year 2024/25 for Ancel Glink, PC (Village Attorney). A \$5.00 increase in hourly rates charged is proposed.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Maintain checks and balances to ensure financial stewardship

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 of the Professional Service Agreement between the Village of Bartlett and Ancel Glink, PC.

Staff: Todd Dowden, Finance Director

Date: April 29, 2024

**Village of Bartlett
Finance Department Memo
2024-05**

DATE: April 29, 2024
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director
SUBJECT: Professional Services Agreement with Ancel Glink, PC

Attached is the proposed professional services agreement for fiscal year 2024/25 for Ancel Glink, PC (Village Attorney). A \$5.00 increase in hourly rates charged is proposed.

MOTION: I move to approve Resolution 2024-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and Ancel Glink, PC.

RESOLUTION 2024 - _____

**A RESOLUTION APPROVING OF THE PROFESSIONAL SERVICE
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT
AND ANCEL GLINK, PC**

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 Professional Service Agreement dated May 7, 2024, between Ancel Glink, PC and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 7, 2024

APPROVED: May 7, 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 May 7, 2024, and approved on May 7, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



A Professional Corporation
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www.ancelglink.com

Kurt A. Asprooth
kasprooth@ancelglink.com
(P) 312.604.9139
(F) 312.782.0943

May 7, 2024

Kevin Wallace
Village President
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103

Re: Village Attorney Services for the Village of Bartlett

Dear President Wallace:

Ancel Glink is honored and greatly appreciates the opportunity to continue to provide legal services to the Village of Bartlett as the Village Attorney. This letter will serve to memorialize the terms of our engagement so we all have a clear understanding of our relationship:

1. **Client; Scope of Representation.** Our client in this matter will be the Village of Bartlett (the “*Village*”). The scope of our engagement will be to represent the Village relative to all corporate and other legal matters as directed by the Village. The Village may limit or expand the scope of our representation from time to time.

2. **Term of Engagement.** Either Party may terminate the engagement at any time for any reason by written notice, subject on Ancel Glink’s part to applicable rules of professional responsibility. Following such termination, any otherwise non-public information the Village has supplied to the firm which is retained by us will be kept confidential in accordance with applicable rules of professional responsibility. If, upon such termination, the Village wishes to have any documents delivered to its offices, please advise us. Otherwise, all such documents will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents retained by us, absent contrary instructions from you. Ancel Glink maintains professional malpractice and liability insurance with primary limits of \$5,000,000 for each claim and in the aggregate, and excess limits up to an additional \$10,000,000. Ancel Glink will maintain these policies at all times while serving as the Village Attorney.

3. **Key Personnel.** Kurt Asprooth would lead our team, serve as the Village Attorney and the primary point of contact, and be responsible for overseeing all Village legal work. Kurt will be available to attend the weekly Village Staff meetings, the Village Board meetings each month, meetings of the Planning & Zoning Commission as requested, and other meetings as directed by the Board or the Village Administrator. Julie Tappendorf, an equity partner and member of Ancel Glink’s management committee, will also work with the Village and serve as Kurt’s back-up on Village matters. Other attorneys will be available on an as-needed basis to assist Kurt, particularly where their experience and expertise is best-suited for a particular legal matter.

4. **Fees and Expenses.** Our fees are determined based on time spent providing services to the Village by our professional staff at each person’s applicable hourly billing rate. Our schedule of

ANCEL GLINK

May 7, 2024

Page 2

hourly billing rates is based upon years of experience, specialization and training and practice, and level of professional attainment. The rates that will apply to our work are as follows:

- Partners: \$240 / hour
- Associates/of Counsel: \$225 / hour
- Paralegals: \$135 / hour

These billing rates will be applicable through April 30, 2025, after which our billing rates are subject to annual increases. Any expenses, disbursements and other charges incurred on the Village's behalf will be billed to the Village in addition to our charges for professional services in accordance with our regularly established procedures. We will bill you for travel time limited to no more than one hour each way. The Village will be responsible for the payment of all directly incurred costs (including the fees of any experts who may be hired to assist in this engagement). We will, of course, consult with you before the hiring of any experts. We may ask you either to pay or reimburse certain vendors directly, or advance to us those sums prior to our expenditure.

On our invoices, all of our time and expenses are fully itemized and documented. Our time is billed in quarter-hour increments. Each monthly bill for services includes the initials of the individual performing the assigned task, the date on which the work was performed, a description of the work and the amount of time spent completing the assignment.

We are so pleased to have this opportunity to continue to be of service to the Village. If you are in agreement with the above, please sign the enclosed copy of this letter in the space provided below and return it to the undersigned.

Sincerely,



Kurt S. Asprooth

ACCEPTED:

Village of Bartlett

Kevin Wallace, Village President

Date: _____, 2024



Agenda Item Executive Summary

AGENDA ITEM:

Professional Services Agreement with the Law Offices of Robert J. Krupp, PC

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount	N/A	Budgeted	\$39,000.00
Fund: General fund		Corresponding Activity Measure: Annually renew professional services agreements	

EXECUTIVE SUMMARY

Professional services agreement for fiscal year 2024/25 for the Law Offices of Robert J. Krupp, PC (Village Prosecutor). There is no increase to the semi-monthly court appearance rate for traffic and minor ordinance violations and an increase to the hourly rate for in court time and out of court legal services for zoning and building violations and violations of the liquor control ordinances from \$150.00 per hour to \$200.00 per hour.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Maintain checks and balances to ensure financial stewardship

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 of the Professional Service Agreement between the Village of Bartlett and the Law Offices of Robert J. Krupp, PC.

Staff: Todd Dowden, Finance Director

Date: April 29, 2024

Village of Bartlett
Finance Department Memo
2024-06

DATE: April 29, 2024

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director

SUBJECT: Professional Services Agreement with the Law Offices of Robert J. Krupp, P.C.

Attached is the proposed professional services agreement for fiscal year 2024/25 for Robert J. Krupp (Village Prosecutor). There is no increase to the semi-monthly court appearance rate for traffic and minor ordinance violations and an increase to the hourly rate for in court time and out of court legal services for zoning and building violations and violations of the liquor control ordinances from \$150.00 per hour to \$200.00 per hour.

MOTION: I move to approve Resolution 2024-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C.

RESOLUTION 2024- -R

A RESOLUTION APPROVING OF THE PROFESSIONAL SERVICE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND THE LAW OFFICES OF ROBERT J. KRUPP, P.C.

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 Professional Service Agreement dated May 1, 2024 between the Law Offices of Robert J. Krupp, P.C. and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 7, 2024

APPROVED: May 7, 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 May 7, 2024, and approved on May 7, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

PROFESSIONAL SERVICE AGREEMENT

Made and entered at Bartlett, Illinois as of May 1, 2024, by and between the **VILLAGE OF BARTLETT**, Cook, DuPage and Kane Counties, Illinois (the "Village") and the **LAW OFFICES OF ROBERT J. KRUPP, P.C.** (the "Attorneys" or the "Firm").

WITNESSETH:

WHEREAS, the Village desires to engage the services of **ROBERT J. KRUPP** ("Krupp") of the **LAW OFFICES OF ROBERT J. KRUPP, P.C.** to furnish legal services to the Village, and

WHEREAS, Krupp, on behalf of the Firm is willing to furnish legal services to the Village, at the rates hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

1. Scope of Services and Compensation.

Krupp agrees to furnish the following services to the Village in a competent and Professional manner:

- a. Krupp will prosecute traffic and minor ordinance violations on two Court days each month, as these court days are scheduled by the Circuit Court of Cook County and designated as the Bartlett traffic calls. The Courtroom is located in the Third District Courthouse, Rolling Meadows, Illinois.
- b. As consideration for the in-court prosecution of traffic and minor ordinance violations on the two court days each month, the Firm will be paid \$22,200.00 per year.
- c. Krupp also will prosecute zoning and building violation cases on the days the Circuit Court has established for the hearing of such cases, and prosecute any violations of the Village Liquor Control Ordinances before the Local Liquor Commissioner. As consideration for the prosecution of these cases, and the meetings, preparation of pleadings and witnesses, and research, the Firm will be paid at the rate of \$200.00 per hour in-court time and for out-of-court legal services. Travel time will be

compensated at a rate of \$25.00 per hour. The Firm shall also be reimbursed for directly related expenses (additional expenses) such as long distance telephone calls outside the metropolitan Chicago area, reproduction and copying expenses and subcontractors, etc.

2. **Changes.**

The Village may, from time to time, request changes in the scope of the legal services to be performed hereunder. Such changes, which are mutually agreed upon by and between the Village Administrator and the Firm, shall be incorporated in written Amendments to this Agreement.

3. **Method of Payment.**

The Firm shall be paid \$925.00 per semi-monthly court appearance for the prosecution of traffic and minor ordinance violations, and shall submit a detailed invoice specifying the time spent by Krupp on various zoning, building and liquor ordinance violations handled by Krupp for the Village and for his travel time during the current billing period.

4. **Billing Disputes.**

In the event the Village President or any member or members of the Village Board have any questions with respect to the Firm's invoice, the Village may withhold payment and request that Krupp be present at the next regular Village Board meeting immediately following the meeting at which said bill was originally placed on the "Bills List" for approval by the Village Board, to explain said invoice and answer any questions that the Village President, any of the Village Trustees or the Village Administrator may have with respect thereto.

5. **Time of Performance.**

The services of the attorneys will begin May 1, 2024, and shall continue through April 30, 2025, unless sooner terminated by either party.

6. **Termination.**

Either party shall have the right to terminate this Agreement by written notice to the

other party at least sixty (60) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the Attorneys, or any of them, under this Agreement shall at the option of the Village become its property.

7. **Insurance.**

The Firm shall maintain and keep in force during the term of this Agreement Commercial General Liability, Business Automobile and Professional Liability Insurance Coverage in the following minimum amounts:

Commercial General Liability

General Aggregate Limit	\$1,000,000
Product-Completed Operation	\$1,000,000
Each Occurrence Limit	\$ 500,000
Personal and Advertising Injury Limit	\$ 500,000
Medical Expense Limit	\$ 5,000
Fire Damage, Any one Fire	\$ 50,000

Business Automobile

Combined Single Limits (each accident)	\$ 500,000
Auto Medical Payments	\$ 5,000
Uninsured Motorist – Combined Single Limits	\$ 500,000

Professional Liability

Each Claim	\$ 500,000
Aggregate	\$ 500,000

Within ten (10) days of the date of this Agreement, the Firm shall furnish the Village with a copy of a certificate(s) of insurance or with copies of the actual insurance policy(ices) evidencing that it has said insurance in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

VILLAGE OF BARTLETT

By: _____

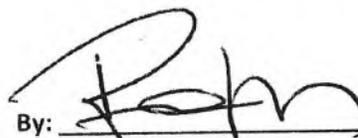
Kevin Wallace, Village President

ATTEST:

By: _____

Lorna Giles, Village Clerk

LAW OFFICES OF ROBERT J. KRUPP, P.C.

By:  _____

Robert J. Krupp



Agenda Item Executive Summary

AGENDA ITEM:

Professional Services Agreement with Ottosen DiNolfo
Hasenbalg & Castaldo, Ltd.

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount	N/A	Budgeted	\$10,000.00
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Fund: General fund **Corresponding Activity Measure:** Annually renew professional services agreements

EXECUTIVE SUMMARY

Professional services agreement for fiscal year 2024/25 for Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. (Administrative Hearing Officer). Mr. Bongiovanni will act as the Village's Administrative Hearing Officer and preside at Village Administrative Adjudication Hearings for motor vehicle seizure and impoundments. There is no change from the hour rate of \$185.00 from the previous agreement.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Maintain checks and balances to ensure financial stewardship

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 of the Professional Service Agreement between the Village of Bartlett and Ottosen DiNolfo Hasenbalg & Castaldo, Ltd

Staff: Todd Dowden, Finance Director

Date: April 29, 2024

Village of Bartlett
Finance Department Memo
2024-04

DATE: April 29, 2024
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director
SUBJECT: Professional Services Agreement with Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.

Attached is the proposed professional services agreement for fiscal year 2024/25 for Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. (Administrative Hearing Officer). Mr. Bongiovanni will act as the Village's Administrative Hearing Officer and preside at Village Administrative Adjudication Hearings for motor vehicle seizure and impoundments. There is no change to the hourly rate of \$185.00 from the previous agreement.

MOTION: I move to approve Resolution 2024-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.

RESOLUTION 2024- -R

**A RESOLUTION APPROVING OF THE PROFESSIONAL SERVICE
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT
AND OTTOSEN DINOLFO HASENBALG & CASTALDO, LTD.**

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 Professional Service Agreement dated May 7, 2024, between Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 7, 2024

APPROVED: May 7, 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 May 7, 2024, and approved on May 7, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement made and entered at Bartlett, Illinois, this 7th day of May, 2024, by and between the VILLAGE OF BARTLETT, an Illinois municipal corporation, Cook, DuPage and Kane Counties, Illinois (the "Village") Francis Bongiovanni and Ottosen, DiNolfo, Hasenbalg & Castaldo, Ltd. (the "Attorneys" or the "Firm").

WITNESSETH:

WHEREAS, the Village desires to engage the services of Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. and in particular, Attorney Francis Bongiovanni ("Bongiovanni") of the Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. to furnish services as Administrative Hearing Officer to the Village; and

WHEREAS, Bongiovanni and the Firm are willing to provide said services to the Village, at the rates hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

1. **Scope of Services and Compensation**

Bongiovanni and the Firm agree to furnish the following services to the Village in a competent and professional manner:

- a. Bongiovanni and/or the Firm will act as the Village's Administrative Hearing Officer and preside at Village Administrative Adjudication Hearings for motor vehicle seizure and impoundments and ordinance violations. In addition to actual time expended presiding at Village Administrative Hearings, travel time from Finn's office located in Roselle and Naperville,

Illinois to the Village, extraordinary preparation time and preparation of additional Findings of Fact and Orders will be billed at the following rate of \$185.00 per hour for actual time expended.

b. No allowance will be granted for return travel time after the conclusion of Administrative Hearings.

2. **Changes**

The Village may, from time to time, request changes in the scope of the services to be performed hereunder. Such changes, which are mutually agreed upon by and between the Village Administrator and the Firm, shall be incorporated in written Amendments to this Agreement.

3. **Method of Payment**

The Firm shall submit a detailed monthly invoice specifying the time spent by Bongiovanni or other qualified member of the Firm on behalf of the Village during the current monthly billing period.

4. **Billing Disputes**

In the event the Village President or any member or members of the Village Board of Trustees have any questions with respect to the Firm's invoice, the Village may withhold payment and request that Bongiovanni be present at the next regular Village Board meeting immediately following the meeting at which said bill was originally placed on the "Bills List" for approval by the Village Board, to explain said invoice and answer any questions that the Village President, any members of the Village Board of Trustees or the Village Administrator may have with respect thereto.

5. **Time of Performance**

The services of the attorneys will begin May 7, 2024, and shall continue through April 30, 2025, unless sooner terminated by either party.

6. **Termination**

Either party shall have the right to terminate this Agreement by written notice to the other party at least sixty (60) days prior to the specified date of such termination. In such event, any and all finished and unfinished documents including, but not limited to Findings of Fact and related Orders, prepared by Bongiovanni or the Firm, or any of them, under this Agreement shall at the option of the Village become its property.

7. **Insurance**

The Firm shall maintain and keep in force during the term of this Agreement, Commercial General Liability, Worker's Compensation and Professional Liability Insurance coverage in the following minimum amounts:

Commercial General Liability

General Aggregate Limit	\$2,000,000.00
Product-Completed Operation	\$2,000,000.00
Each Occurrence Limit	\$1,000,000.00
Medical Expense Limit	\$5,000.00

Professional Liability

Each Claim	\$1,000,000.00
Aggregate	\$2,000,000.00

Within ten (10) days of the date of this Agreement, the Firm shall furnish the Village with a copy of a certificate(s) of insurance or with copies of the actual insurance policy(ies) evidencing that it has said insurance in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

VILLAGE OF BARTLETT

By: _____
Kevin Wallace
Village President

Attest:

By: _____
Lorna Giles
Village Clerk

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.

BY:  _____

BY: _____
Francis Bongiovanni



Agenda Item Executive Summary

AGENDA ITEM: Annual Appointments of Village Officers by the Village President with the Advice and Consent of the Board
BOARD OR COMMITTEE: Board

BUDGET IMPACT

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

Fund: N/A

EXECUTIVE SUMMARY

Per Title 1, Chapter 8, of the Bartlett Municipal Code dealing with Village Officers and Employees, annual appointments of Village Officers by the Village President with the advice and consent of the Board are done on an annual basis.

ATTACHMENTS (PLEASE LIST)

Memo

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to Consent to the Appointment of each of the Officers as made by the Village President.

Staff: Lorna Giles, Village Clerk

Date: April 16, 2024

Village of Bartlett Administration Department Memo

DATE: April 16, 2024
TO: Paula Schumacher, Village Administrator
FROM: Lorna Giles, Village Clerk
SUBJECT: Appointments of Village Officers

Per Title 1, Chapter 8, of the Bartlett Municipal Code dealing with Village Officers and Employees, annual appointments of Village Officers by the Village President with the advice and consent of the Board are done on an annual basis.

- a. Village Administrator, Paula Schumacher
- b. Village Attorney, Kurt Asprooth
- c. Village Treasurer, Todd Dowden
- d. Village Budget Officer and Director of Finance, Todd Dowden
- e. Director of Public Works, Daniel Dinges
- f. Building and Code Enforcement Division Manager/Building Official, John Komorowski
- g. Electrical Inspector, William Dettmer
- h. Plumbing Inspector, Dewayne Burris
- i. Health Officer, Frank Bertolami
- j. Chief of Police, Geoffrey Pretkelis
- k. Village Engineer, Nick Talarico
- l. Director of Planning and Development Services/Zoning Administrator, Kristy Stone
- m. Administrative Hearing Officer Francis Bongiovanni
- n. Open Meetings Act Officer, Paula Schumacher
- o. Freedom of Information Act Officers, Samuel Hughes, Scott Skrycki (in his absence)

MOTION

I move to Consent to the Appointment of each of the Officers as made by the Village President



Agenda Item Executive Summary

AGENDA ITEM: Bartlett High School Fireworks Request BOARD OR COMMITTEE: Village Board

BUDGET IMPACT

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

Fund: N/A Corresponding Activity Measure: N/A

EXECUTIVE SUMMARY

The Bartlett High School Boosters are requesting to hold a fireworks display on Friday, May 24, 2024 at Bartlett High School.

ATTACHMENTS (PLEASE LIST)

Memo, BFPD permit, Event Agenda, Map, Pyrotechnic License, Insurance, Federal Explosives Permit

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 Bartlett High School's request to hold a fireworks display on Friday, May 24, 2024, at Bartlett High School.

Staff: Reagan Koehler, Communications & Events Coordinator

Date: April 17, 2024

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Reagan Koehler, Communications & Events Coordinator
Date: 04/17/2024
Re: Bartlett High School Fireworks Request

The Bartlett High School Boosters are requesting to hold a fireworks display on Friday, May 24th, 2024 at Bartlett High School, with racks set up northeast of the football stadium. This is the planned rain date for the fireworks display that was supposed to occur on September 26th, 2023.

The appropriate certificate of insurance has been submitted and approved by the Village Attorney. Also, a copy of the Federal Explosives License/Permit, as well as a map outlining where the fireworks will be shot off have been submitted. The pyrotechnic operator's license lists an expiration date of 10/15/2021, but he is licensed through 2024, the state is behind on issuing new licenses. The Boosters have also received permission from the Bartlett Fire Department, that permit is attached.

Motion

I move to approve Bartlett High School's request to hold a fireworks display on Friday, May 24th, 2024 at Bartlett High School.

OFFICIAL PERMIT COPY



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

Fire Prevention Permit #: 24-083

Date Issued: April 15, 2024

Expires: May 24, 2024 — 11:59 p.m.
(If rain date is needed, re-contact Fire District)

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

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

LOCATION:

Owner: Bartlett High School
Address: 701 W. Schick Road
City: Bartlett, IL 60103

Applicant: Mark Loewe - Planet Productions / Mad Bomber Fireworks - License #IL06-O-00029
Address: 3999 E. Hupp Rd, Bldg R-3-1
City: La Porte County, IN 46350

Lead Operator: Mark Loewe (Emergency Telephone: 877-623-2662)

Assistant(s): Kevin Murphy

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

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

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

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

Approved By:

A handwritten signature in black ink, appearing to read 'Michael Heimbecker'.

Michael Heimbecker
Fire Marshal

Applicant Copy

MAD BOMBER

FIREWORKS PRODUCTIONS, INC.

State of Illinois license number: IL06-O-00029

411 Windermere Way
Lake in the Hills, IL 60156-5803
Office (847) 669-8060
Mobile (847) 354-5105
bigpyro@sbcglobal.net

FIRE DEPARTMENT DISPLAY INFORMATION FORM

Sponsor: Bartlett HS Boosters

Display: Outdoor

Date of display: 24th May 2024

Rain date: TBD

Time of display: Dusk

Duration of display: 8 minutes

Location of display: Open field area at Bartlett HS (See diagram)

Program: Aerial shells and boxed barrage product

The largest diameter shell size will be 3 inch in diameter.

Minimum set-back: 210 feet

Approximate time of arrival: 1700 Hrs

Crew Chief: Mark Loewe State of Illinois licensed Lead Shooter

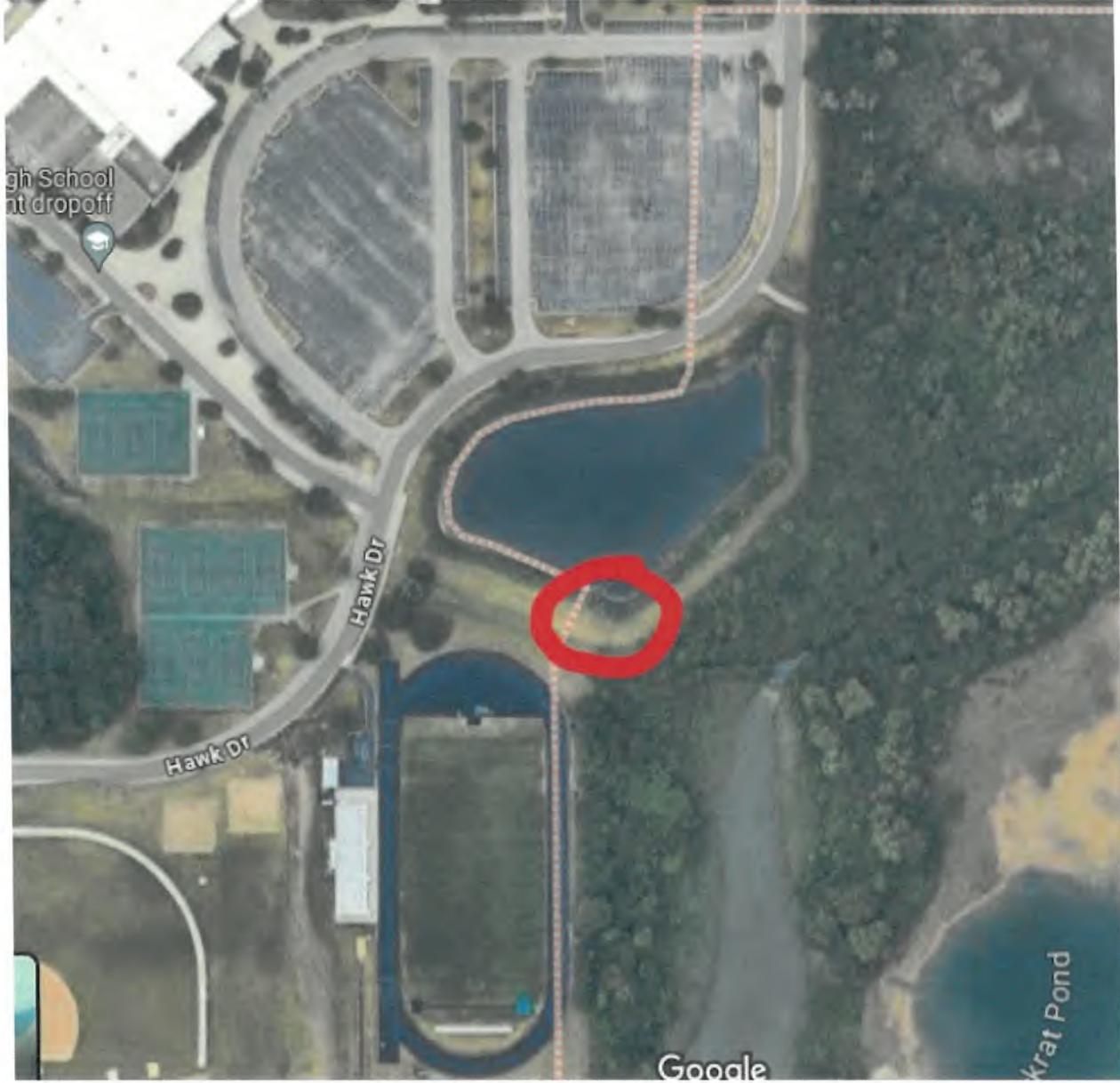
Additional crew: 1

State of Illinois listed Assistant(s)

Kevin Murphy

Insurance: Ten Million Dollars (certificate attached)

EMERGENCY TELEPHONE NUMBER: (877) 623-2662





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



1635 Stevenson Drive • Springfield, IL 62703-4259

Pyrotechnic Distributor License

**PLANET PRODUCTIONS/MAD BOMBER FIREWORKS
3999 E HUPP RD BLDG R-3-1
LA PORTE, IN 46350**

IL06-OPF-00029

License #

Matt Perez

STATE FIRE MARSHAL

05/15/2024

EXPIRATION DATE

OPF

CLASSIFICATION

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

PLANET PRODUCTIONS/MAD BOMBER FIREWORKS - 3999 E HUPP RD BLDG R-3-1, LA PORTE, La Porte County, IN 46350

License #	License Status	Start Date	End Date	Date Created	License Type
IL06-O-00029-00133	Active	01/21/2006	07/01/2024	01/21/2006	Pyrotechnic Operator License - RICHARD BEESE
IL06-O-00029-00139	Active	01/26/2006	10/01/2024	01/26/2006	Pyrotechnic Operator License - HARLEY DEJONG
IL06-O-00029-00259	Active	05/14/2006	07/15/2024	05/14/2006	Pyrotechnic Operator License - MARK FELDMEIER
IL06-O-00029-00262	Active	05/14/2006	10/15/2024	05/14/2006	Pyrotechnic Operator License - MICHAEL GARDNER
IL06-O-00029-00266	Active	05/14/2006	08/01/2024	05/14/2006	Pyrotechnic Operator License - DEAN HOSTETLER
IL06-O-00029-00268	Active	05/14/2006	04/15/2025	05/14/2006	Pyrotechnic Operator License - ARTURO INSURRIAGA
IL06-O-00029-00275	Active	05/14/2006	10/15/2024	05/14/2006	Pyrotechnic Operator License - MARK LOEWE
IL06-O-00029-00283	Active	05/15/2006	09/15/2024	05/15/2006	Pyrotechnic Operator License - JOHN MIKSICH
IL06-O-00029-00284	Active	05/15/2006	10/01/2024	05/15/2006	Pyrotechnic Operator License - DAN P MILLER
IL06-O-00029-00285	Active	05/16/2006	07/15/2024	05/16/2006	Pyrotechnic Operator License - DONALD MILLER
IL06-O-00029-00286	Active	05/16/2006	09/15/2024	05/16/2006	Pyrotechnic Operator License - KEVIN MURPHY
IL06-O-00029-00581	Active	07/10/2006	10/01/2024	07/10/2006	Pyrotechnic Operator License - DAVID SCOFIELD
IL06-O-00029-00582	Active	07/10/2006	10/15/2024	07/10/2006	Pyrotechnic Operator License - WILLIAM SAWALLISCH
IL06-O-00029-00584	Active	07/10/2006	10/15/2024	07/10/2006	Pyrotechnic Operator License - DENNIS PRICE
IL06-O-00029-00586	Active	07/11/2006	12/01/2024	07/11/2006	Pyrotechnic Operator License - STEVEN PAULING
IL06-O-00029-00657	Active	07/29/2006	06/15/2024	07/29/2006	Pyrotechnic Operator License - VICTOR SMITH
IL06-O-00029-	Active	07/29/2006	10/15/2024	07/29/2006	Pyrotechnic Operator License - DONALD STONEROCK



Mark Lowe of the State Fire Marshal
Division of Fire Prevention

**THIS IS TO CERTIFY THAT
MARK LOWE
IS A LICENSED FIRE ALARMS
EXAMINER**

Has completed all the requirements under the
Fire Alarm Distributor and Operator Act 1923
S.C. 377 and is qualified to
PLANNED PRODUCTION/PAID BY

EXPIRES 10/15/2021

**License #
HAG-O-00019-00075
Expires 10/15/2021**

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Sam Hughes, Sr. Management Analyst
Date: 4/30/2024
Re: Liquor License Creation Class N

Attached for your consideration is an ordinance amending Section 3-3-2-16: Class N of the Bartlett Liquor Control Ordinance.

Morretti's has had the Class N license since 2013. The Class N is "nightclub" license and Moretti's has been the only business to be granted this license since it was created. Morretti's is transitioning their business away from the need for a 3:00am license so they decided not to renew the license. The ordinance attached is reducing the Class N license to zero licenses.

Motion

I move to approve Ordinance 2024-____ an Ordinance amending Section 3-3-2-16: Class N of the Bartlett Liquor Ordinance.

ORDINANCE 2024-_____

AN ORDINANCE AMENDING SECTION 3-3-2-16: CLASS N OF THE BARTLETT LIQUOR CONTROL ORDINANCE

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

SECTION ONE: That Title 3, Section 3, The Bartlett Liquor Control Ordinance, as amended, is hereby further amended as follows:

SECTION TWO: That Title 3 Section 3-3-2-16: N Shall be amended to read as follows:

3-3-2-16:N NUMBER ISSUED: THE NUMBER OF CLASS N LICENSES SHALL BE LIMITED TO "0"

SECTION THREE: SEVERABILITY

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

SECTION FOUR: REPEAL OF PRIOR ORDINANCES

All prior ordinances and resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE

This ordinance shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 7, 2024

APPROVED: May 7, 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 May 7, 2024 and approved on May 7, 2024 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

AGENDA ITEM: Village Clerk and Deputy Clerk Amendments

BOARD OR COMMITTEE: Board

BUDGET IMPACT

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

Fund: N/A

EXECUTIVE SUMMARY

Pursuant to the Village Board's direction at the April 16, 2024, Committee of the Whole Meeting, we have prepared an updated ordinance amending the Village Code relating to the Village Clerk and the Deputy Clerk. Below is a brief summary of the amendments:

1. The mandatory office hours for the Village Clerk have been removed.
2. The two weeks of paid vacation for the Village Clerk have been removed.
3. The Village Code has been clarified to require the appointment of a Deputy Clerk.
4. We have added a new requirement that the Deputy Clerk be a current employee of the Village.

ATTACHMENTS (PLEASE LIST)

Memo, Ordinance

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Continue to enhance and improve efficiency of service delivery methods and approaches.

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

I move to approve Ordinance 2024-_____, an Ordinance Amending the Bartlett Municipal Code Regarding Certain Village Officers.

Staff: Kurt Asprooth, Village Attorney

Date: April 29, 2024



A Professional Corporation
140 South Dearborn Street, Suite 600
Chicago, IL 60603
www.ancelglink.com

Kurt S. Asprooth
kasprooth@ancelglink.com
(P) 312.604.9139
(F) 312.782.0943

MEMORANDUM

To: Paula Schumacher, Village Administrator
From: Kurt S. Asprooth, Village Attorney
Subject: Village Clerk and Deputy Clerk Amendments
Date: May 7, 2024

Pursuant to the Village Board's direction at the April 16, 2024, Committee of the Whole Meeting, we have prepared an updated ordinance amending the Village Code relating to the Village Clerk and the Deputy Clerk. Below is a brief summary of the amendments:

- The mandatory office hours for the Village Clerk have been removed.
- The two weeks of paid vacation for the Village Clerk have been removed.
- The Village Code has been clarified to require the appointment of a Deputy Clerk.
- We have added a new requirement that the Deputy Clerk be a current employee of the Village.

ORDINANCE 2024 - _____

**AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE REGARDING
CERTAIN VILLAGE OFFICERS**

WHEREAS, the Village of Bartlett (“Village”) is a home rule unit of local government that may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the Village Board finds that the Village Code should be updated to clarify certain provisions of the Village Code regarding the Village Clerk and the Deputy Clerk, as more fully set forth herein.

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

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

SECTION TWO: **AMENDMENT TO TITLE 1, CHAPTER 7.** That Title 1, Chapter 7 of the Bartlett Municipal Code is hereby amended as follows (deletions in ~~strikethrough~~, additions in **bold** and underline):

“1-7-3: GENERAL POWERS AND DUTIES:

The **part-time** duties of the village clerk shall **include the following**:

A. Signature: Seal and attest all contracts of the village and all licenses, permits and such other documents as shall require this formality.

B. Documents And Records:

1. Documents: Be the custodian of all documents belonging to the village, which are not assigned to the custody of some other officer.

2. Records: In addition to the record of ordinances and other records which the clerk is required by statute to keep, she shall keep a register of all licenses and permits issued, and the payments thereon; a record showing all of the officers of the village; and such other records as may be required by the board of trustees.

3. Indices: Keep and maintain a proper index to all documents and records kept by her, so that ready access thereto and use thereof may be had.

C. Village Seal: Be a the custodian of the village seal and shall affix its impression on documents whenever this is required.

D. Village Finances:

1. Money Collected: Turn over all money received by her on behalf of the village to the village treasurer promptly upon receipt of the same; and with such money she shall give a statement as to the source thereof.

2. Accounts: Keep accounts showing all money received by her and the source and disposition thereof; and such other accounts as may be required by statute or ordinance.

E. Additional Duties: In addition to the duties herein provided, the village clerk shall perform such other duties and functions as may be required by statute or ordinance.

~~1-7-4: OFFICE HOURS: The village clerk shall maintain office hours in the Bartlett Municipal Building between eight thirty o'clock (8:30) A.M. to four thirty o'clock (4:30) P.M. Monday through Friday, and between the hours of nine o'clock (9:00) A.M. and twelve o'clock (12:00) noon on Saturday, except on legal holidays and except as hereafter provided. During said office hours, the village clerk shall be readily available to assist members of the general public with respect to village business.~~

~~1-7-45: SALARY: The village clerk shall receive an annual salary as set out in subsection 1-8-6A of this title. In addition, the clerk shall receive an annual two (2) week vacation with pay.~~

1-7-6: DEPUTY CLERK:

A. There is hereby created the office of deputy clerk. The village clerk **must** ~~is authorized to~~ appoint a deputy clerk who shall have the power and duty to execute all documents required by any law or ordinance to be executed by the clerk, and affix the seal of the village thereto whenever required. **The Deputy Clerk must be a current employee of the Village.**

B. When signing any documents, the deputy clerk shall sign the name of the village clerk followed by the word "by" and the deputy clerk's own name and the words "Deputy Clerk".

C. The powers and duties herein described shall be exercised by such deputy clerk only in the absence of the village clerk from her office in the village hall, and only when either written document has been given by the village clerk to exercise such power, or the village board has determined by resolution that the village clerk is temporarily or permanently incapacitated to perform such function. Such deputy clerk shall have the authority and power herein described, and such further power and authority as may be provided by statute.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2024-_____enacted on May 7, 2024, and approved on May 7, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

AGENDA ITEM: Sanitary Sewer Main & Service Lining Agreement BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount	\$ 832,665	Budgeted	\$ 1,000,000
Fund: Sewer (SSES)	Corresponding Activity Measure: LF of Sewer Main and Services Lined		

EXECUTIVE SUMMARY

On March 15th, 2024, the municipalities of Bartlett and Bensenville opened bids for a joint Sewer Lining project to line fifteen and twenty-four inch (15" & 24") sanitary sewer main along Berteau Ave and the eight-inch (8") in the Country Place subdivision.

The bid opening was held on April 10th at 10:00 AM. The Village received 5 bid proposals from prospective bidders, (4) qualified to be accepted. A bid tab sheet is attached for review.

The qualified bids ranged from \$832,665 to \$1,418,082, with Performance Pipelining Inc. being the lowest bidder. Performance Pipelining Inc. has satisfactorily completed jobs of similar size and scope for other municipalities in the Chicagoland area, including the Village's service lining for the past 3 years. This agreement will be for a new 3-year term.

RECOMMENDATION

Staff recommends awarding the contract to Performance Pipelining Inc. for the Village of Bartlett's 2024 Sanitary Sewer Main & Service Lining.

ATTACHMENTS (PLEASE LIST)

Memo, Bid Tab, Resolution, Project Agreement

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Evaluate budget and implement water, wastewater and stormwater projects.

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 SANITARY SEWER MAIN & SERVICE LINING AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND PERFORMANCE PIPELINING INC.

Staff: Ashwin Saravanapandian, Civil Engineer

Date: April 29, 2024

Memo

To: Paula Schumacher, Village Administrator
From: Ashwin Saravanapandian, Civil Engineer
Subject: **Sanitary Sewer Main & Service Lining Agreement**
Date: April 29, 2024

BACKGROUND

On March 15th, 2024, the municipalities of Bartlett and Bensenville opened bids for a joint Sewer Lining project. The Bartlett work includes the lining of approximately 5,178 linear feet of eight-inch (8") in the Country Place subdivision, 3,578 linear feet of fifteen-inch (15"), and 540 linear feet of twenty-four-inch (24") sanitary sewer mains along Berateau Avenue. The Berateau Ave limits will be between Morse Ave and Devon, and the Country Place subdivision limits will be various unlined sections.

This work will also include sanitary service lining of approximately thirty (30) homes, which is a part of our service lining cost sharing program where the Village covers 85% of the cost and the homeowner pays the remaining 15%. As required, televising and sewer cleaning will also be performed. Two addendums were issued prior to the bid opening date for project clarification.

Previously, we have split the project work for lining sanitary sewer mains, and lining the sanitary services, but by packaging the two projects together, this should increase efficiency and decrease any construction disturbances to residents.

The bid opening was held on April 10th at 10:00 AM. The Village received five (5) bid proposals from prospective bidders; four (4) qualified to be read. A bid tab sheet is attached for review.

The qualified bids ranged from \$832,665 to \$1,418,082, with Performance Pipelining Inc. being the lowest bidder. Performance Pipelining Inc. has satisfactorily completed jobs of similar size and scope for other municipalities in the Chicagoland area and has been our service lining contractor for the past three (3) years. This project agreement will be a new three (3) year term and is attached for the Board's consideration. The Village will be able to renew the term annually and the contractor may only increase the prices based off the current consumer-price-index (CPI).

RECOMMENDATION

Staff recommends awarding the contract to Performance Pipelining Inc. for the Village of Bartlett's 2024 Sanitary Sewer Main & Service Lining.

MOTION

I MOVE TO APPROVE RESOLUTION # 2024-____-R, A RESOLUTION APPROVING THE SANITARY SEWER MAIN & SERVICE LINING AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND PERFORMANCE PIPELINING INC.



VILLAGE OF BARTLETT

2024 Sanitary Sewer Main and Service Lining
BID TABULATION

Engineer Estimate : \$818,582.72

Performance Pipelining, Inc. 1551 W.Norris Dr Ottawa, IL 61350	Hoerr Contruction, Inc. 1416 Country Road 200 N Goodfield, IL 61742	Instituform Technologies USA, LLC 580 Goddard Avenue Chesterfield, MO 63005	Visu-Sewer of Illinois, LLC 9041 S.Thomas Ave Bridgeview, IL 60455				
Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total

Item No.	Items	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID - MAIN LINING											
1	Cured-in-Place Pipe (8")	LF	2323	\$36.00	\$83,628.00	\$37.00	\$85,951.00	\$46.67	\$108,414.41	\$44.00	\$102,212.00
2	Cured-in-Place Pipe (8") - Easement	LF	2855	\$37.00	\$105,635.00	\$34.00	\$97,070.00	\$28.55	\$81,510.25	\$44.00	\$125,620.00
3	Cured-in-Place Pipe (15")	LF	3468	\$58.50	\$202,878.00	\$65.00	\$225,420.00	\$84.55	\$293,219.40	\$114.00	\$395,352.00
4	Cured-in-Place Pipe (15") - Easement	LF	0	\$62.50	\$0.00	\$67.00	\$0.00	\$51.48	\$0.00	\$114.00	\$0.00
5	Cured-in-Place Pipe (24")	LF	540	\$160.00	\$86,400.00	\$133.00	\$71,820.00	\$149.60	\$80,784.00	\$455.00	\$245,700.00
6	Protruding Tap Removal	EA	20	\$150.00	\$3,000.00	\$350.00	\$7,000.00	\$286.00	\$5,720.00	\$150.00	\$3,000.00
7	Reinstatement of Service Laterals	EA	145	\$150.00	\$21,750.00	\$100.00	\$14,500.00	\$110.00	\$15,950.00	\$100.00	\$14,500.00
8	Heavy Cleaning	LF	433	\$8.00	\$3,464.00	\$5.00	\$2,165.00	\$11.00	\$4,763.00	\$6.00	\$2,598.00
				BASE TOTAL	\$506,755.00	BASE TOTAL	\$503,926.00	BASE TOTAL	\$590,361.06	BASE TOTAL	\$888,982.00
ALTERNATE 1 - SERVICE LATERAL LINING											
-9	Tee Liner Lateral Lining (6") (Approximately 30 Homes)	LF	2100	\$65.00	\$136,500.00	\$65.00	\$136,500.00	\$90.00	\$189,000.00	\$71.50	\$150,150.00
10	Tee Liner Full Circumference Wrap Termination at Village Main Connection	EA	30	\$3,700.00	\$111,000.00	\$3,800.00	\$114,000.00	\$5,250.00	\$157,500.00	\$4,400.00	\$132,000.00
11	Install Vac-A-Tee on 6" Service Lateral	EA	22	\$2,205.00	\$48,510.00	\$2,300.00	\$50,600.00	\$3,220.00	\$70,840.00	\$3,300.00	\$72,600.00
12	Re-Cut Service Lateral Opening in Existing CIPP Main Liner	EA	30	\$150.00	\$4,500.00	\$300.00	\$9,000.00	\$445.00	\$13,350.00	\$330.00	\$9,900.00
13	Sewer Lateral Line Locates	EA	30	\$315.00	\$9,450.00	\$360.00	\$10,800.00	\$495.00	\$14,850.00	\$440.00	\$13,200.00
ALTERNATE 2 - MAIN UNDER RAILROAD LINING (Berteau AVE and Railroad Ave)											
14	Cured-In-Place Pipe (15") Under Railroad including Bypassing	LF	110	\$145.00	\$15,950.00	\$360.00	\$39,600.00	\$1,115.64	\$122,720.40	\$1,375.00	\$151,250.00
TOTAL					\$832,665.00		\$864,426.00		\$1,158,621.46		\$1,418,082.00

RESOLUTION 2024 - _____

**A RESOLUTION APPROVING OF THE
SANITARY SEWER MAIN & SERVICE LINING AGREEMENT BETWEEN
THE VILLAGE OF BARTLETT AND PERFORMANCE PIPELINING, INC**

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

SECTION ONE: SANITARY SEWER MAIN & SERVICE LINING Agreement dated May 7, 2024, between the Village of Bartlett and Performance Pipelining Inc. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved, and subject to final attorney approval.

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: May 7, 2024

APPROVED: May 7, 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 May 7, 2024, and approved on May 7, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

**VILLAGE OF BARTLETT SANITARY SEWER MAIN & SERVICE LINING
PROJECT AGREEMENT**

This Village of Bartlett Sanitary Sewer Main & Service Lining Project Agreement (the "**Agreement**") is entered this 7th day of May, 2024, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Performance Pipelining, Inc., an Illinois corporation (the "Contractor") (collectively, the "Parties").

IN CONSIDERATION of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

Section 1. Project Work.

A. The project work includes, but is not limited to; 14,642 linear feet of sanitary main sewer lining in various sizes from 8' and 15' in diameter of cured-in-place pipe (CIPP) lining and reinstating approximately 193 service laterals. The project work also includes approximately 2100 linear feet of six-inch (6") sanitary sewer service lateral of cured-in-place pipe (CIPP) lining (approximately 30 homes) and approximately 22 Vac-A-Tee Cleanouts. In addition, cleaning, pre-and-post televising of the lateral will be required. All Project Work shall be performed in strict compliance with the below defined Contract Documents.

B. Contract Documents will mean and include: (i) this Agreement; (ii) General Conditions and Instructions to Bidders and General Requirements attached hereto and incorporated herein; (iii) all Specifications, Plans and Drawings attached hereto as and incorporated herein; (iv) the Performance and Payment Bond or Letter of Credit as defined herein; and (v) Addendum 1 and Addendum 2 attached hereto and incorporated herein; and (vi) the Contractor's bid, attached hereto and incorporated herein (collectively, the "Contract Documents"). The Contract Documents are expressly incorporated into and made a part of this Agreement as though fully set forth herein. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements as applied to the Contractor shall control.

Section 2. Completion Date. Contractor shall complete the Project Work in strict compliance with the requirements herein on or before December 31, 2024.

Section 3. Renewable Contract and Term.

This Contract shall have an initial term that will run from the effective date through December 31, 2024 (the "Initial Term"). The Village, in its sole discretion, may renew this Contract for an additional one-year Term (the "First Extension Term"). The unit pricing for the First Extension Term may be increased by a percentage, at a maximum, equivalent to the CPI of the Chicago-Kenosha Index for the preceding year. The Village, in its sole discretion, may renew this Contract a

second additional one-year term (the "Second Extension Term"). The unit pricing for the Second Extension Term may be increased by a percentage, at a maximum, equivalent to the CPI of the Chicago-Kenosha Index for the preceding year. The First Extension Term (year 2) and the Second Extension Term (year 3), if so extended, are sometimes referred to herein as an "Extended Term" and all other terms and conditions set forth in this Agreement and the Contract Documents shall apply.

Section 4. Payment Procedure.

A. All payments under the Agreement shall be based on the unit prices set forth in Contractor's Schedule of Prices (the "Unit Pricing"); attached hereto and incorporated and based on actual quantities supplied and installed/constructed by the Contractor in accordance with the terms and conditions herein, as determined and certified by the Village or its Engineer.

B. Neither Owner nor Engineer guaranty the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

C. In addition to the payment request documentation set forth under the Contract, Contractor shall provide the following documentation to the Village and the Engineer:

D. Contractor shall provide monthly invoices to the Village throughout the Project Work. It shall be a condition precedent to the Village obligation to make a monthly progress payment that the Contractor shall have submitted to the Engineer, on or before the first day of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents".

(i) An itemized Application of Payment for operations completed in accordance with the schedule of values, supported by such data to substantiate the Contractor's right to payment as the Village and the Engineer may require, such as copies of requisitions from material suppliers, and reflecting a 5% retainage until after final acceptance has been made by the Village. Payment shall be further reduced by such additional amounts that the Village determines for non-conforming work and unsettled claims.

(ii) A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company. ("Contractor's Sworn Statement")

(iii) Current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier and all of the material suppliers that supplied labor and/or material in connection with the Project covering such period.

(iv) All of the Contractor's Progress Payment Documents shall be signed, sworn to and notarized.

- (v) Certified Payrolls (defined below)
- (vi) Such additional documentation and/or information requested by the Village and /or Engineer relative to said payment.

E. It shall be a condition precedent to any payment required by the Village hereunder, that the Village and the Engineer has determined that the Project Work being invoiced is free from any defects and has been completed in strict compliance with the terms and conditions herein. The Village shall deduct from the final payment hereunder, amounts as determined for incomplete work, including but not limited to punch list work, and any required Restoration Work, and for any unsettled claims. Payments shall be further contingent upon the consent of the surety issuing the performance and payment bonds and/or other bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Village.

F. Following completion of the Project Work, Contractor shall furnish the Village the following documents: (1) final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the Project Work; and (iii) all suppliers that furnished materials in connection with the Project Work; all of which shall be signed and notarized; (2) Certified Payrolls; and (3) such additional documentation and/or information requested by the Village relative to said payment.

G. In the event the Contractor, and or Village and/or Engineer is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Village, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Village with an indemnification agreement and an additional mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.

H. It shall also be a condition precedent to any payment hereunder that contractor must complete and submit certified payrolls to the Village covering all payouts no less than once a month in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) (the "Certified Payrolls"). The Village will not

process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

I. Notwithstanding the foregoing, in no event shall the Village's acceptance of the Project Work, Contractor's Payment Request Documentation, Engineer's Certification, and/or the Village's payments to Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required herein.

Section 5. Non-Discrimination.

Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation, color, national origin, marital status, or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

Section 6. Compliance with Law.

All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

Section 7. Indemnification.

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village of Bartlett, and its officials, officers, employees, agents, consultants, successors and assigns (collectively, the "Indemnified Parties"), against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses which may in any way arise directly or indirectly from the Project Work or any other work for provided hereunder, and/or any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them and/or anyone directly or indirectly employed by any of them and/or anyone for whose acts and/or omissions any of them may be liable (collectively, "Contractors Agents"); except to the extent caused by the negligence of a party indemnified hereunder. In which

case, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any of them, in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. This obligation shall survive the expiration and/or termination of the Agreement. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and /or termination of the Agreement.

Section 8. Binding Obligation and Non-Assignability.

Contractor shall not assign the whole or any part of this Agreement without the written consent of the Village. All subcontractors shall be approved by the Village. Any such assignment by Contractor without the Village's written approval shall be null and void.

Section 9. Taxes.

The Village is a Tax-Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. All such taxes are included in the unit pricing set forth in the Contractor's proposal.

Section 10. Investigations by Contractor.

Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, inspection of all Project Sites and represents and warrants that the Specifications, Plans, Drawings and other Contract Documents as defined in the General Conditions are adequate and the required result can be produced there under. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

Section 11. Insurance.

Contractor shall procure and maintain for the duration of the Project Work and any other work required hereunder insurance of the types and in amounts of not less than the coverages listed below. The cost of such insurance is included in the unit pricing set forth in the Contractor's Bid Proposal.

A. Commercial General and Umbrella Liability Insurance.

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000.00 aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: liability arising out of the Project Work, including activities performed by or on behalf of Contractor; premises owned, leased, or used by Contractor; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety.

The Village of Bartlett and its, officers, officials, employees, consultants, agents, successors and assigns (collectively, the "Additional Insured"), shall be included as an insured under the Contractors CGL using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage, and using additional insured under Contractors commercial umbrella liability and business auto liability coverage's, and also using additional insured endorsement CG 20 37 or substitute providing equivalent coverage with respect to the below required continuing completed operations liability coverage.

These insurance coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them, and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

B. Continuing Completed Operations Liability Insurance.

Contractor shall maintain commercial general liability (CGL) coverage with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the Project Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operation aggregate of at least two times its each occurrence limit.

C. Business Auto Liability Insurance.

Contractor shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of "Any Auto" including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation and Employees Liability Insurance.

Contractor shall maintain workers compensation as required by statute and employer's liability insurance. The employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Village of Bartlett has not been included as an insured under the Commercial General Liability, Excess Umbrella Liability Insurance and/or Business Auto Liability coverages required in the Contract, the Contractor waives all rights against the Village, and its officers, officials, employees, consultants, and agents for recovery of damages arising out of or incident to the Project Work.

E. Excess Umbrella Liability Insurance Coverage.

Contractor shall maintain Excess Umbrella Liability Insurance coverage of not less than \$5,000,000 each occurrence and \$5,000,000 aggregate.

F. General Insurance Provisions.

a. Evidence of Insurance

i. Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

ii. All certificates shall provide for thirty (30) days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

iii. Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

iv. The Village shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor of any tier from entering the Project Site(s) until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

v. Failure to maintain the required insurance may result in termination of this Contract at the option of the Village.

vi. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Village whenever requested.

vii. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

b. Acceptability of Insurers

Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide.

c. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, and each of its respective officers, officials, employees, consultants, and agents are required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration and defense expenses.

e. The Village Shall Not Waive Any Rights of Subrogation

The Village shall not, in any manner, be deemed or intended to have waived any right of subrogation which either the Village and/or its, insurance carrier and/or risk pool provider, risk management agency, and/or insurance company providing excess coverage may have against the Contractor, for any property injury, death, or other damage caused by Contractor, and/or any of its subcontractors of any tier, and/or otherwise arising out of the Project Work.

f. Failure to Comply with Insurance Reporting Provisions

All insurance required of the Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

g. All Insurance Obtained Shall Apply Separately to Each Insured

All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

h. Insurance Requirements cannot be Waived

Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

- i. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
- ii. failing to review any Certificates of Insurance received;
- iii. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or
- iv. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance required by these documents are solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village of Bartlett and/or any of the other Additional Insured.

i. Liability of Contractor is not limited by Purchase of Insurance

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Village and the other Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured's, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

j. Notice of Personal Injury or Property Damage

Contractor shall notify the Additional Insured, in writing, of any actual or

possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

k. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above and otherwise in strict compliance with the above insurance requirements including but not limited to the additional insured requirements set forth above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor and additional insured endorsements as required above.

Section 12. Performance and Payment Bonds, IDOT Contract Bond or Letter of Credit.

Prior to commencement of the Project Work, Contractor must submit to the Village: (a) performance and payment bonds or IDOT Contract Bond, each in the amount of **110%** of the Contract Sum, naming the Village of Bartlett as the primary obligee in form acceptable to the Village co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois and approved by the Village. ("Performance and Payment Bonds") or (b) an irrevocable letter of credit in the amount of **110%** of the Contract Sum guarantying Contractors obligations under the Contract Documents issued by a financial institution worth at least \$40,000,000 in assets and a capital to asset ratio of not less than 6% in form acceptable to the Village ("Letter of Credit"), which said Performance and Payment Bonds and/or Letter of Credit shall be conditioned upon proper and faithful performance by the Contractor of the work specified in strict accordance with the Contract Documents and payment of all debts incurred by the Contractor in the execution of the Project Work, including those for labor and materials furnished, including but not limited to payment of prevailing wages as required herein. The cost of said Performance and Payment Bonds and/or Letter of Credit is included in the unit pricing set forth in Contractors Proposal.

Section 13. Default.

In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth hereunder.

Section 14. Limitation on the Owner's Liability.

The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Village, and agrees not to make any claim or demand for such damages against the Village.

Section 15. Hazardous Substances.

Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site, and/or any other property owned, leased, controlled or under the jurisdiction of the Village of Bartlett ("Village Property") by Contractor, and/or Contractor's Agent (defined above). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any of the Owner's Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the Village and its employees, agents, consultants, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Contract.

Section 16. Delays in Project Work.

Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time.

If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

Section 17. Change Orders.

(1.) Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Engineer. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Village corporate authorities shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Village Administrator.

(2.) All change orders will be calculated based solely on Contractor's Unit Pricing set forth in Contractor's Proposal and actual revised quantities, regardless of whether the change order is for an increase or decrease in Project Work. No additional compensation will be allowed for change orders for additional work other than based on Contractor's Unit Pricing times the increased actual units constructed calculated by the Engineer, in that said Unit Pricing already reflects Contractor's overhead and profits.

Section 18. Relationship of the Parties.

It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Village, and therefore is not entitled to any benefits provided to employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Village. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

Section 19. Means and Methods.

Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted results. The Village, Engineer, nor Consultant shall not have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and

responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby.

Section 20. Exhibits and Contract Documents.

All Exhibits and Contract Documents referred to therein are expressly incorporated herein and made part hereof. In the event of any conflict between the terms and conditions of any of the Contract Documents or the Exhibits, the most stringent requirements as applied to the Contractor shall control.

Section 21. Assumption of Liability.

To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

Section 22. Severability.

If any clause, phrase, provision or portion of this Contract or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Contract, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

Section 23. No Waiver of Immunities and/or Privileges by the Village of Bartlett.

Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village of Bartlett and/or any of its officials, officers, employees, and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

Section 24. Architectural Barriers Act, American with Disabilities Act, and Illinois Accessibility Code.

Contractor shall comply with the Architectural Barrier act of 1968, as amended (42 U.S.C. § 4151, et seq.), the Americans with Disabilities Act of 1990 (ADA), as amended, including but not limited to changes made by the ADA Amendments Act of 2008 (P.L. 110-325), the Illinois Accessibility Code, as amended, and any and all applicable federal, state and local laws pertaining to accessibility with the most stringent requirements controlling.

Section 25. Clean Air Act and Federal Water Pollution Control Act.

Contractor shall comply with the Clean Air act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined above) with the most stringent laws controlling.

Section 26. Removal and Disposal.

The Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

Section 27. Work by Trade Unions.

If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

Section 28. Illinois Human Rights Act.

The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5 et seq.) and Contractor represents and warrants to the Village as follows:

A. That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or woman are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

B. That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and woman in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

C. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

G. That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the contract obligations are undertaken or assumed, so that each provision will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 29. Guarantee.

A. Except as otherwise specified, the contractor shall guarantee workmanship and materials for a period one (1) year for all items from date of final acceptance by the Village. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the Contract document shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice it shall remedy any defects due

thereto, and shall pay all expenses for any damage to other work resulting therefrom.

B. If the Drawings, Plans, and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

Section 30. Miscellaneous.

(A) This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

(B) Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

(C) This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.

(D) In construing this Agreement, section headings shall be disregarded.

(E) Time is of the essence of this Agreement and every provision contained herein.

(F) Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

(G) Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

(H) In the event of any conflict between the terms and conditions of any of the Contract Documents, and/or this Addendum, the most stringent requirements as applied to the Contractor shall control.

VILLAGE OF BARTLETT:

By: _____
Kevin Wallace
Village President

Attest:

By: _____
Lorna Gilles, Village Clerk

Date: _____

Performance Pipelining, Inc.

By: Chad Wilson
Title: CEO - Chad Wilson

Attest:

Cheryl Dapkin
Title: Sec Treas

Date: 4/26/24



Agenda Item Executive Summary

AGENDA ITEM: 2024 Sanitary Manholes Rehabilitation Project Renewal BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount	\$ 103,801.91	Budgeted	\$ 1,000,000.00
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Fund: Sewer Corresponding Activity Measure: Manholes Rehabilitated

EXECUTIVE SUMMARY

In 2022, Structured Solutions, LLC. was the low bidder for the Manholes Rehabilitation project. The agreement also included two (2) additional years to be completed. The projects for FY 22/23 and FY 23/24 have been completed to our satisfaction and there is one year left of this contract. The '22 Bid Tab is attached for review. This is a renewal of the agreement with Structured Solutions, LLC. Structured Solutions is not proposing any increases to their initial bid price.

There is a budget of \$1,000,000.00 in the 2024/25 Capital Budget for this and other corresponding projects, including sanitary sewer main and service lining.

RECOMMENDATION

Staff recommends renewing the agreement with Structured Solutions, LLC. for the 2024 Manholes Rehabilitation project.

ATTACHMENTS (PLEASE LIST)

Memo, 2022 Bid Tab, Resolution, Agreement

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Evaluate budget and implement water, wastewater and stormwater projects.

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 APPROVING OF THE RENEWAL OF THE AGREEMENT FOR SANITARY SEWER MANHOLES REHABILITATION BETWEEN THE VILLAGE OF BARTLETT AND STRUCTURED SOLUTIONS, LLC.

Staff: Jacob Itskovich Engineering Technician

Date: April 29, 2024

Memo

To: Paula Schumacher, Village Administrator
From: Jacob Itskovich, Engineering Technician
Subject: **2024 Manholes Rehabilitation Project Renewal**
Date: April 29, 2024

In 2022, The Villages of Bartlett and Roselle went out for joint bid for manhole rehabilitation. Structured Solutions, LLC. was the low bidder for the project. The agreement also included two (2) additional years to be completed. The projects for FY 22/23 and FY 23/24 have been completed to our satisfaction and there is one year left of this contract. We found Structured Solutions LLC. to be both professional and responsive.

Per the approved agreement, Structured Solutions, LLC provided pricing, and staff feel the prices provided by Structured Solution for FY 24/25 are reasonable due to the current construction trends and was low bid in 2022. The three-year unit price is attached and is not being proposed to change from the initial bid. The bid tab from 2022 is attached for review.

Structured Solutions, LLC. performs manhole rehabilitation and lining for many Chicagoland suburbs and has satisfactorily completed work for the village of Bartlett in the past. This is the last year of the agreement.

RECOMMENDATION

Staff recommend renewing the agreement with Structured Solutions, LLC. for the 2024 Manholes Rehabilitation project.

MOTION

I MOVE TO APPROVE RESOLUTION # 2024-____-R, A RESOLUTION RENEWNG THE MANHOLES REHABILITATION PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND Structured Solutions, LLC.



VILLAGE OF BARTLETT
Sanitary Manhole Rehabilitation Project

Three year unit prices
 April 6th, 2022

				StructureD Solution, LLC. Base Bid Year 2022		StructureD Solution, LLC. Base Bid Year 2023		StructureD Solution, LLC. Base Bid Year 2024	
Item No.	Items	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Geopolymer Lining	VF	379	\$199.00	\$75,421.00	\$214.72	\$81,378.88	\$231.68	\$87,806.72
2	Root Treatment	EA	2	\$350.00	\$700.00	\$377.65	\$755.30	\$407.48	\$814.96
4	Repair Bench/Channel	EA	3	\$650.00	\$1,950.00	\$701.35	\$2,104.05	\$756.76	\$2,270.28
6	Grout and Wipe Joints	EA	5	\$685.00	\$3,425.00	\$736.12	\$3,680.60	\$797.51	\$3,987.55
7	Curtain Grout	EA	10	\$1,500.00	\$15,000.00	\$1,618.50	\$16,185.00	\$1,746.38	\$17,463.80
8	Post Rehab Vacuum Testing	EA	4	\$850.00	\$3,400.00	\$917.15	\$3,668.60	\$989.60	\$3,958.40
TOTAL				\$99,896.00		\$107,772.43		\$116,301.71	

RESOLUTION 2024 - _____ - R

**A RESOLUTION APPROVING OF THE RENEWAL OF THE
AGREEMENT FOR SANITARY SEWER MANHOLES REHABILITATION PROJECT
BETWEEN
THE VILLAGE OF BARTLETT AND STRUCTURED SOLUTIONS, LLC.**

WHEREAS, in 2022 the Village of Roselle and the Village of Bartlett combined to go out to bid for sanitary sewer manhole rehabilitation projects in both villages to get lower overall unit prices, and reserved in the bid documents the option to renew the contract for two additional one (1) year periods with pricing provided for each year; and

WHEREAS, Structured Solutions, LLC. ("Structured Solutions" or the "Contractor") was awarded the 2022 sanitary sewer manholes rehabilitation work as the lowest qualified, responsible, and responsive bidder for said sewer work (the "Contract"); and the project for FY 22/23 and FY 23/24 have been completed to our satisfaction with one year left on this contract; and

WHEREAS the applicable pricing for 2024 is provided by Structured Solutions, LLC in the Agreement dated May 3, 2022, and approved Resolution 2022-40-R.

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

SECTION ONE: The Renewed Sanitary Manholes Sewer Rehabilitation Agreement appended hereto (the "Agreement") is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: **May 7, 2024**

APPROVED: **May 7, 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 May 7, 2024, and approved on May 7, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

2024 SANITARY SEWER MANHOLES REHABILITATION PROJECT AGREEMENT

This Sanitary Sewer Lining Project Agreement (the "Agreement") is entered this 7th day of May, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Structured Solutions, Inc. (the "Contractor") (collectively, the "Parties").

IN CONSIDERATION of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

Project Work.

Work performed under this contract shall include the furnishing of materials, labor and equipment to rehabilitate 55 manholes that amount to approximately 449 vertical feet of geopolymer manhole sealing.

b. Contract Documents mean and include: (i) this Agreement; (ii) General Conditions and Instructions to Bidders and General Requirements attached hereto and incorporated herein; (iii) all Specifications, Plans and Drawings attached hereto as and incorporated herein; (iv) the Performance and Payment Bond or Letter of Credit as defined herein; and (v) Addenda N/A attached hereto and incorporated herein (collectively, the "Contract Documents"). The Contract Documents are expressly incorporated into and made a part of this Agreement as though fully set forth herein. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control.

Completion Date. Contractor shall complete the Project Work in strict compliance with the requirements herein on or before August 31, 2024.

A. **Payment Procedure.** The payment procedures are as follows:

1. All payments under the Agreement shall be based on the unit prices set forth in Contractor's Schedule of Prices (the "Unit Pricing"); attached hereto and incorporated and based on actual quantities supplied and installed/constructed by the Contractor in accordance with the terms and conditions herein, as determined and certified by the Village or its Engineer.

2. Neither Owner nor Engineer guaranty the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

3. In addition to the payment request documentation set forth under the Contract, Contractor shall provide the following documentation to the Village and the Engineer:

a. Contractor shall provide monthly invoices to the Village throughout the Project Work. It shall be a condition precedent to the Village obligation to make a monthly progress payment that the Contractor shall have submitted to the Engineer, on or before the first day of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents".

(i) An itemized Application of Payment for operations completed in accordance with the schedule of values, supported by such data to substantiate the Contractor's right to payment as the Village and the Engineer may require, such as copies of requisitions from material suppliers, and reflecting a 5% retainage until after final acceptance has been made by the Village. Payment shall be further reduced by such additional amounts that the Village determines for non-conforming work and unsettled claims.

(ii) A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company. ("Contractor's Sworn Statement")

(iii) Current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier and all of the material suppliers that supplied labor and/or material in connection with the Project covering such period.

(iv) All of the Contractor's Progress Payment Documents shall be signed, sworn to and notarized.

(v) Such additional documentation and/or information requested by the Village and /or Engineer relative to said payment.

b. It shall be a condition precedent to any payment required by the Village hereunder, that the Village and the Engineer has determined that the Project Work being invoiced is free from any defects and has been completed in strict compliance with the terms and conditions herein. The Village shall deduct from the final payment hereunder, amounts as determined for incomplete work, including but not limited to punch list work, and any required Restoration Work, and for any unsettled claims. Payments shall be further contingent upon the consent of the surety issuing the performance and payment bonds and/or other bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Village.

c. Following completion of the Project Work, Contractor shall furnish the Village the following documents: (1) final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the Project Work; and (iii) all suppliers that furnished materials in connection with the Project Work; all of which shall be signed and notarized; (2) Certified Payrolls to IDOL; and (3) such additional documentation and/or information requested by the Village relative to said payment.

d. In the event the Contractor, and or Village and/or Engineer is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Village, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Village with an indemnification agreement and an additional mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.

e. It shall also be a condition precedent to any payment hereunder that contractor must complete and submit certified payrolls to the appropriate agency covering all payouts no less than once a month in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) (the "Certified Payrolls").

f. Notwithstanding the foregoing, in no event shall the Village's acceptance of the Project Work, Contractor's Payment Request Documentation, Engineer's Certification, and/or the Village's payments to Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required herein.

B. **Non-Discrimination.** Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation, color, national origin, marital status, or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

C. **Compliance with Law.** All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

D. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village of Bartlett, and its officials, officers, employees, agents, consultants, successors and assigns (collectively, the "Indemnified Parties"), against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses which may in any way arise directly or indirectly from the Project Work, Repair Work and/or Warranty Work provided hereunder, and/or any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them and/or anyone directly or indirectly employed by any of them and/or anyone for whose acts and/or omissions any of them may be liable (collectively, "Contractors Agents"); except to the extent caused by the negligence of a party indemnified hereunder. In which case, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any of them, in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. This obligation shall survive the expiration and/or termination of the Agreement. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and/or termination of the Agreement.

E. Binding Obligation and Non-Assignability. Contractor shall not assign the whole or any part of this Agreement without the written consent of the Village. All subcontractors shall be approved by the Village. Any such assignment by Contractor without the Village's written approval shall be null and void.

F. Taxes. The Village is a Tax-Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. All such taxes are included in the unit pricing set forth in the Contractor's proposal.

G. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, inspection of all Project Sites and represents and warrants that the Specifications, Plans, Drawings and other Contract Documents as defined in the General Conditions are adequate and the required result can be produced there under. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will

be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

H. Insurance. Contractor shall procure and maintain for the duration of the Project Work, Repair Work and Warranty Work, insurance of the types and in amounts of not less than the coverages listed below. The cost of such insurance is included in the unit pricing set forth in the Contractor's Bid Proposal.

1. Commercial General and Umbrella Liability Insurance.

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000.00 aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: liability arising out of the Project Work, including activities performed by or on behalf of Contractor; premises owned, leased, or used by Contractor; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety.

The Village of Bartlett and its, officers, officials, employees, consultants, agents, successors and assigns (collectively, the "Additional Insured"), shall be included as an insured under the Contractors CGL using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage, and using additional insured under Contractors commercial umbrella liability and business auto liability coverage's, and also using additional insured endorsement CG 20 37 or substitute providing equivalent coverage with respect to the below required continuing completed operations liability coverage.

These insurance coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them, and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

2. Continuing Completed Operations Liability Insurance.

Contractor shall maintain commercial general liability (CGL) coverage with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the Project Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability

arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operation aggregate of at least two times its each occurrence limit.

3. Business Auto Liability Insurance.

Contractor shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of "Any Auto" including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

4. Workers Compensation and Employees Liability Insurance.

Contractor shall maintain workers compensation as required by statute and employer's liability insurance. The employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Village of Bartlett has not been included as an insured under the Commercial General Liability, Excess Umbrella Liability Insurance and/or Business Auto Liability coverages required in the Contract, the Contractor waives all rights against the Village, and its officers, officials, employees, consultants, and agents for recovery of damages arising out of or incident to the Project Work.

5. Excess Umbrella Liability Insurance Coverage.

Contractor shall maintain Excess Umbrella Liability Insurance coverage of not less than \$5,000,000 each occurrence and \$5,000,000 aggregate.

6. General Insurance Provisions.

a. Evidence of Insurance

i. Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

ii. All certificates shall provide for thirty (30) days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

iii. Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of

the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

iv. The Village shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor of any tier from entering the Project Site(s) until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

v. Failure to maintain the required insurance may result in termination of this Contract at the option of the Village.

vi. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Village whenever requested.

vii. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

b. Acceptability of Insurers

Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide.

c. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, and each of its respective officers, officials, employees, consultants, and agents are required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration and defense expenses.

e. The Village Shall Not Waive Any Rights of Subrogation

The Village shall not, in any manner, be deemed or intended to have waived any right of subrogation which either the Village and/or its, insurance carrier and/or risk pool provider, risk management agency, and/or insurance company providing excess coverage may have against the Contractor, for any property injury, death, or other damage caused by Contractor, and/or any of its subcontractors of any tier, and/or otherwise arising out of the Project Work.

f. Failure to Comply with Insurance Reporting Provisions

All insurance required of the Contractor shall provide that any failure to

comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

g. All Insurance Obtained Shall Apply Separately to Each Insured

All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

h. Insurance Requirements cannot be Waived

Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

- i. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
- ii. failing to review any Certificates of Insurance received;
- iii. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or
- iv. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance required by these documents are solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village of Bartlett and/or any of the other Additional Insured.

i. Liability of Contractor is not limited by Purchase of Insurance

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Village and the other Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured's, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

j. Notice of Personal Injury or Property Damage

Contractor shall notify the Additional Insured, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of

any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

k. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above and otherwise in strict compliance with the above insurance requirements including but not limited to the additional insured requirements set forth above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor and additional insured endorsements as required above.

l. Performance and Payment Bonds, IDOT Contract Bond or Letter of Credit.

Prior to commencement of the Project Work, Contractor must submit to the Village: (a) performance and payment bonds or IDOT Contract Bond, each in the amount of **110%** of the Contract Sum, naming the Village of Bartlett as the primary obligee in form acceptable to the Village co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois and approved by the Village. ("Performance and Payment Bonds") or (b) an irrevocable letter of credit in the amount of **110%** of the Contract Sum guarantying Contractors obligations under the Contract Documents issued by a financial institution worth at least \$40,000,000 in assets and a capital to asset ratio of not less than 6% in form acceptable to the Village ("Letter of Credit"), which said Performance and Payment Bonds and/or Letter of Credit shall be conditioned upon proper and faithful performance by the Contractor of the work specified in strict accordance with the Contract Documents and payment of all debts incurred by the Contractor in the execution of the Project Work, including those for labor and materials furnished, including but not limited to payment of prevailing wages as required herein. The cost of said Performance and Payment Bonds and/or Letter of Credit is included in the unit pricing set forth in Contractors Proposal.

J. Default.

In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in paragraph "L" below.

L. Limitation on the Owner's Liability.

The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Village, and agrees not to make any claim or demand for such damages against the Village.

M. Hazardous Substances.

Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site, and/or any other property owned, leased, controlled or under the jurisdiction of the Village of Bartlett ("Village Property") by

Contractor, and/or Contractor's Agent (defined above). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any of the Owner's Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the Village and its employees, agents, consultants, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws. Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Contract.

N. Delays in Project Work.

Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time.

If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

O. Change Orders.

(1.) Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Engineer. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Village corporate authorities shall have first approved such written Change Order(s) and made the requisite

determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Village Administrator.

(2.) All change orders will be calculated based solely on Contractor's Unit Pricing set forth in Contractor's Proposal and actual revised quantities, regardless of whether the change order is for an increase or decrease in Project Work. No additional compensation will be allowed for change orders for additional work other than based on Contractor's Unit Pricing times the increased actual units constructed calculated by the Engineer, in that said Unit Pricing already reflects Contractor's overhead and profits.

P. Relationship of the Parties. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Village, and therefore is not entitled to any benefits provided to employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Village. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

Q. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted results. The Village, Engineer, nor Consultant shall not have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby.

R. Exhibits and Contract Documents.
All Exhibits and Contract Documents referred to therein are expressly incorporated herein and made part hereof.

S. Assumption of Liability.
To the fullest extent permitted by law, Contractor assumes liability for all injury to

or death of any person or persons including employees of Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

T. Severability

If any clause, phrase, provision or portion of this Contract or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Contract, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

U. No Waiver of Immunities and/or Privileges by the Village of Bartlett.

Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village of Bartlett and/or any of its officials, officers, employees, and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

V. Architectural Barriers Act, American with Disabilities Act, and Illinois Accessibility Code

Contractor shall comply with the Architectural Barrier act of 1968, as amended (42 U.S.C. § 4151, et seq.), the Americans with Disabilities Act of 1990 (ADA), as amended, including but not limited to changes made by the ADA Amendments Act of 2008 (P.L. 110-325), the Illinois Accessibility Code, as amended, and any and all applicable federal, state and local laws pertaining to accessibility with the most stringent requirements controlling.

W. Clean Air Act and Federal Water Pollution Control Act

Contractor shall comply with the Clean Air act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined above) with the most stringent laws controlling.

X. Removal and Disposal

The Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

Y. Work by Trade Unions

If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or

equipment of equal kind and quality be provided at no additional cost to the Owner.

Z. Illinois Human Rights Act.

The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5 et seq.) and Contractor represents and warrants to the Village as follows:

(1) That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or woman are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

(2) That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and woman in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

(3) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the contract obligations are undertaken or assumed, so that each provision will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any

Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Z-1. Guarantee.

(1) Except as otherwise specified, the contractor shall guarantee workmanship and materials for a period one (1) year for all items from date of final acceptance by the Village. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the Contract document shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice it shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting therefrom.

(2) If the Drawings, Plans, and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

Z-2 Miscellaneous.

(1.) This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

(2.) Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

(3.) This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.

(4.) In construing this Agreement, section headings shall be disregarded.

(5.) Time is of the essence of this Agreement and every provision contained herein.

(6.) Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

(7.) Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

(8.) In the event of any conflict between the terms and conditions of any of the Contract Documents, and/or this Addendum, the most stringent requirements shall control.

VILLAGE OF BARTLETT:

By: _____
Kevin Wallace
Village President

Attest:

By: _____
Lorna Giles, Village Clerk

Date: _____

STRUCTURED SOLUTIONS, INC.

By: Josh Benjamin's PRIVE
Title: PRIVILEGE

Attest:

Josh Prince
Title: Secretary

Date: 4/22/2024



Agenda Item Executive Summary

AGENDA ITEM: Fire Hydrant Painting Project Renewal BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount	\$ 38,091.90	Budgeted	\$ 50,000
Fund: Water	Corresponding Activity Measure: Fire Hydrants Repaired/Painted		

EXECUTIVE SUMMARY

On May 25, 2022, Muscat Painting and Decorating was awarded the multi-jurisdictional hydrant painting bid. As stated in the agreement, each year must be approved by the village prior to any work commencing. The work includes sandblasting each hydrant in the selected area and then painting them.

RECOMMENDATION

Staff recommends renewing the agreement with Muscat Painting and Decorating.

ATTACHMENTS (PLEASE LIST)

Memo, Location Map, Resolution, Project Agreement

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Evaluate, budget and implement water, wastewater and stormwater infrastructure projects.

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 FIRE HYDRANT PAINTING AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND MUSCAT PAINTING AND DECORATING.

Staff: Blake Grenlie, Water Supervisor

Date: April 29, 2024

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: **Fire Hydrant Painting Project**
Date: April 29, 2024

On May 25, 2022, Muscat Painting and Decorating was awarded the multi-jurisdictional hydrant painting bid. As stated in the agreement, each year must be approved by the village prior to any work commencing.

The work includes sandblasting each hydrant in the selected area and then painting them. Per the approved agreement, Muscat is not proposing any changes from their initial bid. The price per hydrant to correspond This would change the cost per hydrant to \$101.85 with the additional hardener requested by the Village to prolong paint life. A location map is attached for reference.

The work includes painting approximately 374 Fire Hydrants. The estimated cost is approximately \$40,000. The Village has budgeted \$50,000 for this project and was approved in the capital budget.

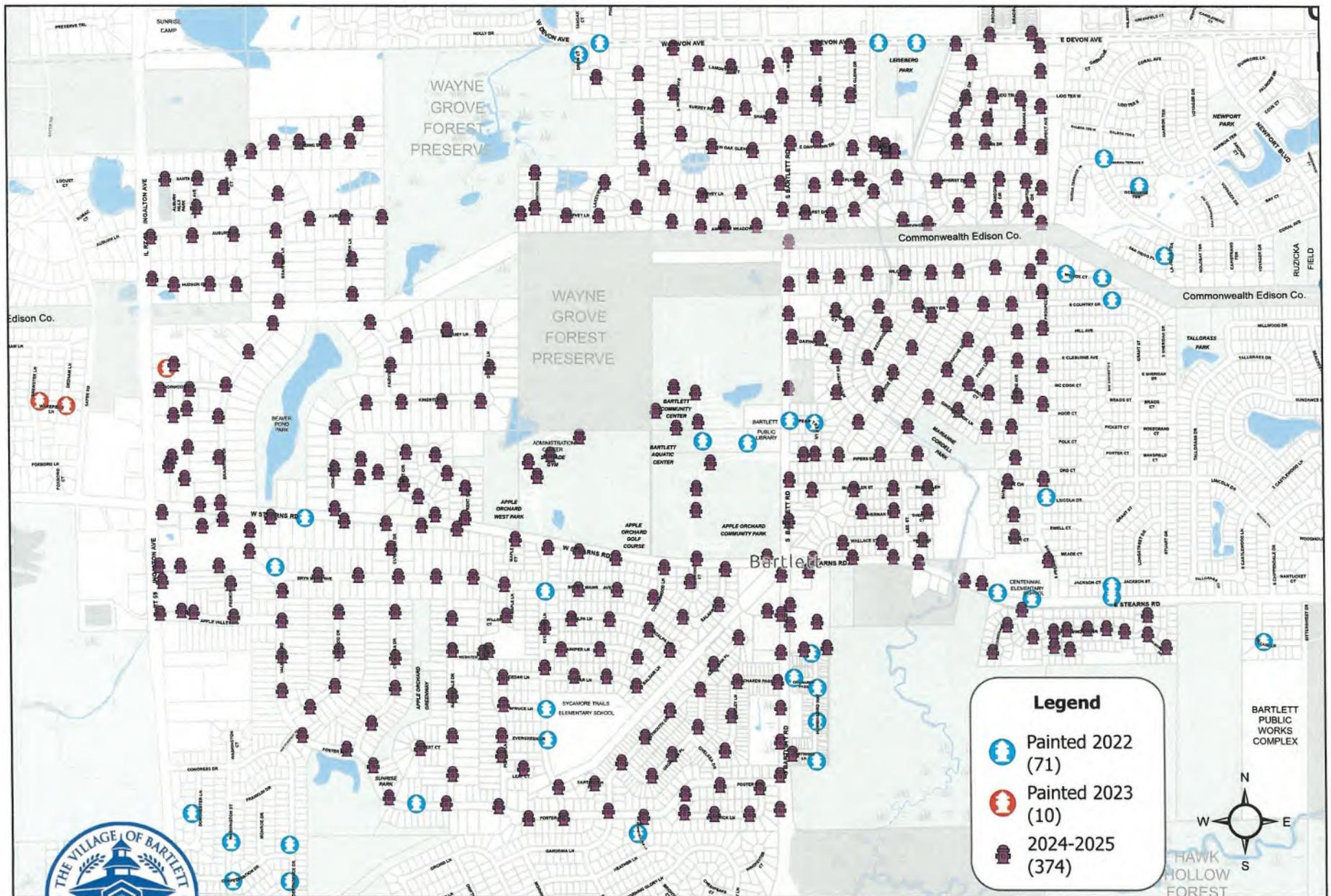
Muscat has worked in the Village in the past and their work has been acceptable and professional. This is the last year of the agreement.

RECOMMENDATION

Staff recommends renewing the agreement with Muscat Painting and Decorating.

MOTION

MOTION TO APPROVE RESOLUTION #2024-____-R, A RESOLUTION APPROVING OF THE FIRE HYDRANT PAINTING AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND MUSCAT PAINTING AND DECORATING.



Hydrant Painting Cycle FY 2024-25



RESOLUTION 2024 - _____

**A RESOLUTION APPROVING OF THE SECOND RENEWAL OF THE AGREEMENT
FOR FIRE HYDRANT PAINTING BETWEEN THE
VILLAGE OF BARTLETT AND MUSCAT PAINTING AND DECORATING.**

WHEREAS, in May, 2022 the Village of Downers Grove, Burr Ridge, Glenn Ellen, Carol Stream, Bloomingdale, Woodridge, West Chicago and the Village of Bartlett combined to go out to bid for Fire Hydrant painting projects in the villages to get lower overall unit prices, and reserved in the bid documents the option to renew the contract for two additional one (1) year periods based off the prices provided (the "Awarded Contract"); and

WHEREAS, Muscat Painting and Decorating. ("Muscat" or the "Contractor") was awarded the 2022 hydrant painting work as the lowest qualified, responsible and responsive bidder for said painting work (the "Contract");

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

SECTION ONE: The Renewed Fire Hydrant Painting Project Agreement appended hereto (the "Agreement") is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 7, 2024

APPROVED: May 7, 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 May 7, 2024, and approved on May 7, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

2024 FIRE HYDRANT PAINTING PROJECT AGREEMENT

This Fire Hydrant Painting Project Agreement (the "Agreement") is entered this 7th day of May, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Muscat Painting and Decorating, (the "Contractor") (collectively, the "Parties").

IN CONSIDERATION of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

Project Work.

Work performed under this contract shall include the furnishing of materials, labor and equipment to Paint approximately 374 Fire Hydrants.

As required by the work stated above, parkway restoration work shall also be performed if necessary.

b. Contract Documents mean and include: (i) this Agreement; (ii) General Conditions and Instructions to Bidders and General Requirements attached hereto and incorporated herein; (iii) all Specifications, Plans and Drawings attached hereto as and incorporated herein; (iv) the Performance and Payment Bond or Letter of Credit as defined herein; and (v) Addenda N/A attached hereto and incorporated herein (collectively, the "Contract Documents"). The Contract Documents are expressly incorporated into and made a part of this Agreement as though fully set forth herein. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control.

Completion Date. Contractor shall complete the Project Work in strict compliance with the requirements herein on or before October 31, 2024.

A. **Payment Procedure.** The payment procedures are as follows:

1. All payments under the Agreement shall be based on the unit prices set forth in Contractor's Schedule of Prices (the "Unit Pricing"); attached hereto and incorporated and based on actual quantities supplied and installed/constructed by the Contractor in accordance with the terms and conditions herein, as determined and certified by the Village or its Engineer.

2. Neither Owner nor Engineer guaranty the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

3. In addition to the payment request documentation set forth under the Contract, Contractor shall provide the following documentation to the Village and the Engineer:

a. Contractor shall provide monthly invoices to the Village throughout the Project Work. It shall be a condition precedent to the Village obligation to make a monthly progress payment that the Contractor shall have submitted to the Engineer, on or before the first day of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents".

(i) An itemized Application of Payment for operations completed in accordance with the schedule of values, supported by such data to substantiate the Contractor's right to payment as the Village and the Engineer may require, such as copies of requisitions from material suppliers, and reflecting a 5% retainage until after final acceptance has been made by the Village. Payment shall be further reduced by such additional amounts that the Village determines for non-conforming work and unsettled claims.

(ii) A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company. ("Contractor's Sworn Statement")

(iii) Current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier and all of the material suppliers that supplied labor and/or material in connection with the Project covering such period.

(iv) All of the Contractor's Progress Payment Documents shall be signed, sworn to and notarized.

(v) Such additional documentation and/or information requested by the Village and /or Engineer relative to said payment.

b. It shall be a condition precedent to any payment required by the Village hereunder, that the Village and the Engineer has determined that the Project Work being invoiced is free from any defects and has been completed in strict compliance with the terms and conditions herein. The Village shall deduct from the final payment hereunder, amounts as determined for incomplete work, including but not limited to punch list work, and any required Restoration Work, and for any unsettled claims. Payments shall be further contingent upon the consent of the surety issuing the performance and payment bonds and/or other bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Village.

c. Following completion of the Project Work, Contractor shall furnish the Village the following documents: (1) final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the Project Work; and (iii) all suppliers that furnished materials in connection with the Project Work; all of which shall be signed and notarized; (2) Certified Payrolls to IDOL; and (3) such additional documentation and/or information requested by the Village relative to said payment.

d. In the event the Contractor, and or Village and/or Engineer is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Village, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Village with an indemnification agreement and an additional mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.

e. It shall also be a condition precedent to any payment hereunder that contractor must complete and submit certified payrolls to the appropriate agency covering all payouts no less than once a month in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) (the "Certified Payrolls").

f. Notwithstanding the foregoing, in no event shall the Village's acceptance of the Project Work, Contractor's Payment Request Documentation, Engineer's Certification, and/or the Village's payments to Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required herein.

B. Non-Discrimination. Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation, color, national origin, marital status, or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

C. Compliance with Law. All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

D. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village of Bartlett, and its officials, officers, employees, agents, consultants, successors and assigns (collectively, the "Indemnified Parties"), against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses which may in any way arise directly or indirectly from the Project Work, Repair Work and/or Warranty Work provided hereunder, and/or any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them and/or anyone directly or indirectly employed by any of them and/or anyone for whose acts and/or omissions any of them may be liable (collectively, "Contractors Agents"); except to the extent caused by the negligence of a party indemnified hereunder. In which case, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any of them, in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. This obligation shall survive the expiration and/or termination of the Agreement. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and/or termination of the Agreement.

E. Binding Obligation and Non-Assignability. Contractor shall not assign the whole or any part of this Agreement without the written consent of the Village. All subcontractors shall be approved by the Village. Any such assignment by Contractor without the Village's written approval shall be null and void.

F. Taxes. The Village is a Tax-Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. All such taxes are included in the unit pricing set forth in the Contractor's proposal.

G. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, inspection of all Project Sites and represents and warrants that the Specifications, Plans, Drawings and other Contract Documents as defined in the General Conditions are adequate and the required result can be produced there under. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will

be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

H. Insurance. Contractor shall procure and maintain for the duration of the Project Work, Repair Work and Warranty Work, insurance of the types and in amounts of not less than the coverages listed below. The cost of such insurance is included in the unit pricing set forth in the Contractor's Bid Proposal.

1. Commercial General and Umbrella Liability Insurance.

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000.00 aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: liability arising out of the Project Work, including activities performed by or on behalf of Contractor; premises owned, leased, or used by Contractor; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety.

The Village of Bartlett and its, officers, officials, employees, consultants, agents, successors and assigns (collectively, the "Additional Insured"), shall be included as an insured under the Contractors CGL using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage, and using additional insured under Contractors commercial umbrella liability and business auto liability coverage's, and also using additional insured endorsement CG 20 37 or substitute providing equivalent coverage with respect to the below required continuing completed operations liability coverage.

These insurance coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them, and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

2. Continuing Completed Operations Liability Insurance.

Contractor shall maintain commercial general liability (CGL) coverage with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the Project Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability

arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operation aggregate of at least two times its each occurrence limit.

3. Business Auto Liability Insurance.

Contractor shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of "Any Auto" including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

4. Workers Compensation and Employees Liability Insurance.

Contractor shall maintain workers compensation as required by statute and employer's liability insurance. The employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Village of Bartlett has not been included as an insured under the Commercial General Liability, Excess Umbrella Liability Insurance and/or Business Auto Liability coverages required in the Contract, the Contractor waives all rights against the Village, and its officers, officials, employees, consultants, and agents for recovery of damages arising out of or incident to the Project Work.

5. Excess Umbrella Liability Insurance Coverage.

Contractor shall maintain Excess Umbrella Liability Insurance coverage of not less than \$5,000,000 each occurrence and \$5,000,000 aggregate.

6. General Insurance Provisions.

a. Evidence of Insurance

i. Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

ii. All certificates shall provide for thirty (30) days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

iii. Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of

the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

iv. The Village shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor of any tier from entering the Project Site(s) until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

v. Failure to maintain the required insurance may result in termination of this Contract at the option of the Village.

vi. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Village whenever requested.

vii. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

b. Acceptability of Insurers

Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide.

c. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, and each of its respective officers, officials, employees, consultants, and agents are required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration and defense expenses.

e. The Village Shall Not Waive Any Rights of Subrogation

The Village shall not, in any manner, be deemed or intended to have waived any right of subrogation which either the Village and/or its, insurance carrier and/or risk pool provider, risk management agency, and/or insurance company providing excess coverage may have against the Contractor, for any property injury, death, or other damage caused by Contractor, and/or any of its subcontractors of any tier, and/or otherwise arising out of the Project Work.

f. Failure to Comply with Insurance Reporting Provisions

All insurance required of the Contractor shall provide that any failure to

comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

g. All Insurance Obtained Shall Apply Separately to Each Insured

All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

h. Insurance Requirements cannot be Waived

Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

- i. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
- ii. failing to review any Certificates of Insurance received;
- iii. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or
- iv. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance required by these documents are solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village of Bartlett and/or any of the other Additional Insured.

i. Liability of Contractor is not limited by Purchase of Insurance

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Village and the other Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured's, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

j. Notice of Personal Injury or Property Damage

Contractor shall notify the Additional Insured, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of

any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

k. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above and otherwise in strict compliance with the above insurance requirements including but not limited to the additional insured requirements set forth above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor and additional insured endorsements as required above.

l. Performance and Payment Bonds, IDOT Contract Bond or Letter of Credit.

Prior to commencement of the Project Work, Contractor must submit to the Village: (a) performance and payment bonds or IDOT Contract Bond, each in the amount of **110%** of the Contract Sum, naming the Village of Bartlett as the primary obligee in form acceptable to the Village co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois and approved by the Village. ("Performance and Payment Bonds") or (b) an irrevocable letter of credit in the amount of **110%** of the Contract Sum guarantying Contractors obligations under the Contract Documents issued by a financial institution worth at least \$40,000,000 in assets and a capital to asset ratio of not less than 6% in form acceptable to the Village ("Letter of Credit"), which said Performance and Payment Bonds and/or Letter of Credit shall be conditioned upon proper and faithful performance by the Contractor of the work specified in strict accordance with the Contract Documents and payment of all debts incurred by the Contractor in the execution of the Project Work, including those for labor and materials furnished, including but not limited to payment of prevailing wages as required herein. The cost of said Performance and Payment Bonds and/or Letter of Credit is included in the unit pricing set forth in Contractors Proposal.

J. Default.

In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in paragraph "L" below.

L. Limitation on the Owner's Liability.

The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Village, and agrees not to make any claim or demand for such damages against the Village.

M. Hazardous Substances.

Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site, and/or any other property owned, leased, controlled or under the jurisdiction of the Village of Bartlett ("Village Property") by

Contractor, and/or Contractor's Agent (defined above). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any of the Owner's Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the Village and its employees, agents, consultants, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws. Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Contract.

N. Delays in Project Work.

Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time.

If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

O. Change Orders.

(1.) Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Engineer. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Village corporate authorities shall have first approved such written Change Order(s) and made the requisite

determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Village Administrator.

(2.) All change orders will be calculated based solely on Contractor's Unit Pricing set forth in Contractor's Proposal and actual revised quantities, regardless of whether the change order is for an increase or decrease in Project Work. No additional compensation will be allowed for change orders for additional work other than based on Contractor's Unit Pricing times the increased actual units constructed calculated by the Engineer, in that said Unit Pricing already reflects Contractor's overhead and profits.

P. Relationship of the Parties. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Village, and therefore is not entitled to any benefits provided to employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Village. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

Q. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted results. The Village, Engineer, nor Consultant shall not have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby.

R. Exhibits and Contract Documents.
All Exhibits and Contract Documents referred to therein are expressly incorporated herein and made part hereof.

S. Assumption of Liability.
To the fullest extent permitted by law, Contractor assumes liability for all injury to

or death of any person or persons including employees of Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

T. Severability

If any clause, phrase, provision or portion of this Contract or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Contract, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

U. No Waiver of Immunities and/or Privileges by the Village of Bartlett.

Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village of Bartlett and/or any of its officials, officers, employees, and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

V. Architectural Barriers Act, American with Disabilities Act, and Illinois Accessibility Code

Contractor shall comply with the Architectural Barrier act of 1968, as amended (42 U.S.C. § 4151, et seq.), the Americans with Disabilities Act of 1990 (ADA), as amended, including but not limited to changes made by the ADA Amendments Act of 2008 (P.L. 110-325), the Illinois Accessibility Code, as amended, and any and all applicable federal, state and local laws pertaining to accessibility with the most stringent requirements controlling.

W. Clean Air Act and Federal Water Pollution Control Act

Contractor shall comply with the Clean Air act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined above) with the most stringent laws controlling.

X. Removal and Disposal

The Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

Y. Work by Trade Unions

If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or

equipment of equal kind and quality be provided at no additional cost to the Owner.

Z. Illinois Human Rights Act.

The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5 et seq.) and Contractor represents and warrants to the Village as follows:

(1) That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or woman are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

(2) That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and woman in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

(3) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the contract obligations are undertaken or assumed, so that each provision will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any

Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Z-1. Guarantee.

(1) Except as otherwise specified, the contractor shall guarantee workmanship and materials for a period one (1) year for all items from date of final acceptance by the Village. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the Contract document shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice it shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting therefrom.

(2) If the Drawings, Plans, and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

Z-2 Miscellaneous.

(1.) This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

(2.) Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

(3.) This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.

(4.) In construing this Agreement, section headings shall be disregarded.

(5.) Time is of the essence of this Agreement and every provision contained herein.

(6.) Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

(6.) Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

(7.) Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

(8.) In the event of any conflict between the terms and conditions of any of the Contract Documents, and/or this Addendum, the most stringent requirements shall control.

VILLAGE OF BARTLETT:

MUSCAT PAINTING AND DECORATING

By: _____
Kevin Wallace
Village President

By: _____
Title: OWNER

Attest:
By: _____
Lorna Giles, Village Clerk

Attest:
Regina Muscat
Title: ADMINISTRATOR

Date: _____

Date: 4/22/24

