

VILLAGE OF BARTLETT
VILLAGE HALL, 228 S. MAIN STREET
BOARD AGENDA
February 18, 2025
7:00 P.M.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **TOWN HALL:** (Note: Three (3) minute time limit per person)
6. ***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.*
- *7. **MINUTES:** Board – February 4, 2025, Committee – February 4, 2025
- *8. **BILL LIST:** February 18, 2025
9. **TREASURER'S REPORT:** December 2024
Sales Tax Report, December 2024
Motor Fuel Tax Report, December 2024
10. **PRESIDENT'S REPORT:** None
11. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
12. **STANDING COMMITTEE REPORTS:**
 - A. **BUILDING AND ZONING COMMITTEE, CHAIRMAN GUNSTEEN**
 1. Ordinance Adopting the Village of Bartlett, Illinois Official Zoning Map 2025
 - B. **COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY**
 1. None
 - C. **FINANCE COMMITTEE, CHAIRMAN LAPORTE**
 1. Resolution Approving the U-46 September 18, 2024, Request for Release of School Donations and Authorizing the Release of \$720,505.42 to U-46 from the Developer Donation Fund
 - D. **LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN HOPKINS**
 1. None
 - E. **POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI**
 1. None
 - F. **PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE**
 1. Resolution Approving the Downtown Streetscape Improvements Design-Build Agreement with Burke, LLC.
 2. Resolution Authorizing an Intergovernmental Agreement for Participation in the Illinois Public Works Mutual Aid Network (IPWMAN)
 3. Resolution Approving the Purchase of Natural Gas by the Village of Bartlett at a Price not to Exceed \$0.52/therm
 4. Resolution Approving of the Purchase of Electricity by the Village of Bartlett at a Price not to Exceed \$0.085/kWH
 5. Ordinance Accepting the Public Improvements for Get Fresh Produce at 1397 Schieferl Road
13. **NEW BUSINESS**
14. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
15. **ADJOURNMENT**



**VILLAGE OF BARTLETT
BOARD MINUTES
FEBRUARY 4, 2025**

1. CALL TO ORDER

President Wallace, called the regular meeting of February 4, 2025, 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, Assistant to the Village Administrator Sam Hughes, Assistant Finance Director Matt Coulter, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Planning & Development Director Kristy Stone, Paul Galvan Assistant Golf Professional, Chief Pretkelis, Deputy Chief Naydenoff, Deputy Chief Sweeney, Village Attorney Kurt Asprooth, and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Alex Culpepper from the Renovation Church

4. PLEDGE OF ALLEGIANCE

5. TOWN HALL

Kevin Romejko, Executive Director Bartlett Park District

Mr. Romejko came forward to ask the Board for reconsideration of the Ordinance regarding the applicability of the Cook County Paid Leave Ordinance on behalf of the Park District. He stated that the main reason that this affects the Park District is because Villa Olivia is located in Cook County while all their other facilities are in DuPage County. Mr. Romejko went on to say that the State of Illinois came up with a Paid Leave Act that Park Districts were not exempt from that Ordinance. He stated that they tried to work with the Cook County Commissioners to try to get the Park Districts to be exempt but ultimately the County Commissioners from the City of Chicago ended up voting it down. Mr. Romejko stated that's why they've come to the Village to ask to exempt the Park District due to the Village being a home rule community. He stated that the effect this has on the park is twofold, one of them being the financial impact on the Park District. He stated they estimate the financial impact to be about \$20,000 on an annual basis. He went on to say that while he realizes \$20,000 in a \$1.5 million budget isn't a lot at the end of the day, that \$20,000 would be taken away from something else for the community which adds up year after year. Mr. Romejko stated that the other issue is that the Park District prides itself on being a great part-time employer. This exemption creates a division for part-time staff because only those who work part-time at Villa Olivia would receive this while the others would not. He went on to say that out of the approximately 650 staff, less than 100 would receive this which creates an unhealthy environment. Mr. Romejko stated this is the reason he has come



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before the Board to ask them to reconsider the Ordinance to exempt the Bartlett Park District from the Cook County Paid Leave Ordinance. He thanked the Board for their consideration and time.

Bruce Suffern, 316 Oak

Mr. Suffern stated that he's a Commissioner on the EDC. He stated that he was here today to applaud the Village on their efforts with branding. He stated that they were privy to the presentation about branding and were exposed to the inception and creation of it. He stated that these efforts make such a difference for the community and the business community. Mr. Suffern went on to say that he was here to encourage staff to sustain their efforts and thanked the Board.

6. CONSENT AGENDA

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

Trustee Deyne stated that he would like to add item F. 1 to the Consent Agenda – Resolution 2025-09-R, A Resolution Approving of Change Order No. 5 to the Contract Between the Village of Bartlett and Joseph J. Henderson & Son, Inc. for the Bittersweet Water Reclamation Facility Improvements for Not-To-Exceed \$230,000.00 Increase to the Original Contract Sum.

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 she would entertain a motion to Amend the Consent Agenda, and the items designated to be approved by Consent therein.

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

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

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

NAYS: None

ABSENT: None

MOTION CARRIED

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

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



**VILLAGE OF BARTLETT
BOARD MINUTES
FEBRUARY 4, 2025**

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

NAYS: None

ABSENT: None

MOTION CARRIED

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

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

9. TREASURER'S REPORT - None

10. PRESIDENT'S REPORT - None

11. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne wanted to recognize staff for their birthdays. He also wishes staff a Happy Valentines Day.

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 there was no report.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins presented Ordinance 2025-08, Reconsideration of An Ordinance Regarding the Applicability of the Cook County Paid Leave Ordinance. He stated that at the last Board Meeting, this item was declined due to a split vote. He went on to say that this item is returning to the Board Agenda should the board wish to reconsider this ordinance. Trustee Hopkins stated that in order to do so, members of the board who voted no to the original vote would have to make the vote for reconsideration. Trustee Hopkins asked if anyone who voted no would like to reconsider this ordinance.



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Trustee Suwanski stated that she would like to reconsider this under a Committee of the Whole Meeting. She went on to say that she did have a few questions as well.

Village Attorney Kurt Asprooth stated that procedurally there would need to be two motions to have this approved. He stated that the first step would be a motion to consider which one bring the item back before the Board. He went on to say that at that point they can take action on the ordinance by either voting on it tonight or to make a motion to move it a Committee of the Whole Meeting.

Trustee Hopkins asked Village Attorney Kurt Asprooth if one of them votes to reconsider, can any Trustee second that motion. Village Attorney Asprooth confirmed that was correct.

Trustee Suwanski wanted to confirm that moving to reconsider is the procedure after which they can make another motion to move it to the committee. Village Attorney Asprooth confirmed that was correct.

Trustee Gandsey asked if they don't do anything tonight, could they reconsider it at another time. Village Attorney Asprooth stated unfortunately no, this has to be reconsidered at this meeting but they don't need to take any action on it tonight.

Trustee Suwanski made a motion to bring the Ordinance back for reconsideration, which was seconded by Trustee Deyne.

ROLL CALL VOTE TO BRING ORDINANCE 2025-08 BACK FOR RECONSIDERATION, ORDINANCE REGARDING THE APPLICABILITY OF THE COOK COUNTY LEAVE ORDINANCE

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

NAYS: Trustees Hopkins,

ABSENT: None

MOTION CARRIES

Trustee Suwanski made a motion to move the Applicability of the Cook County Leave Ordinance to the Committee of the Whole, that motion was seconded by Trustee Hopkins.

President Wallace stated that they can now start from scratch and advised Trustee Hopkins to make that motion.

Trustee Hopkins moved to approve Ordinance 2025-08, An Ordinance Regarding the Applicability of the Cook County Paid Leave Ordinance to move to Committee of the Whole. That motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO BRING ORDINANCE 2025-08, AN ORDINANCE REGARDING THE APPLICABILITY OF THE COOK COUNTY LEAVE ORDINANCE TO COMMITTEE OF THE



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WHOLE

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

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that there was no report.

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Resolution 2025-09-R, A Resolution Approving of Change Order No. 5 to the Contract Between the Village of Bartlett and Joseph J. Henderson & Son, Inc. for the Bittersweet Water Reclamation Facility Improvements for Not-To-Exceed \$230,000.00 Increase to the Original Contract Sum was covered and approved under the Consent Agenda.

13. NEW BUSINESS – None

14. QUESTION/ANSWER PRESIDENT & TRUSTEES

Trustee Hopkins asked if the project on 59 and Bartlett was complete. Public Works Director Dan Dinges stated that there was some restoration work that needed to be completed once the weather breaks.

15. ADJOURNMENT

President Wallace stated the meeting will adjourn. There being no further business to discuss, Trustee Deyne moved to adjourn the meeting, 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 7:17 p.m.



**VILLAGE OF BARTLETT
BOARD MINUTES
FEBRUARY 4, 2025**

Jackie Cardoza
Executive Assistant



VILLAGE OF BARTLETT COMMITTEE MINUTES February 4, 2025

1. CALL TO ORDER

President Wallace called the Committee of the Whole meeting of February 4, 2025, of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:17 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, Assistant to the Village Administrator Sam Hughes, Assistant Finance Director Matt Coulter, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Planning & Development Director Kristy Stone, Paul Galvan Assistant Golf Professional, Chief Pretkelis, Deputy Chief Naydenoff, Deputy Chief Sweeney, 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. #2024-12 1350 Munger Road

Chairman Gunsteen stated that the petitioner is requesting to resubdivide 1350 Munger Road into two lots, site plan review of both lots and a variation to reduce the parking requirements for lot 1 in order to construct 149,000 square feet building immediately west of existing building.

He went on to say that the petitioner is also requesting to amend the previously recorded landbank parking agreement to extend the term for up to 80 years. The current agreement that was recorded for the entire property as part of Ordinance 2006-13 required that the owner install the 131 land banked parking stalls by June 2026. The Planning and Zoning Commission does not review the terms of the agreement, it is subject to the Village Board's Approval.

Chairman Gunsteen then turned it over to Planning and Development Services Director Kristy Stone. She stated that to summarize, Creative Works is the current tenant in LOT 2 for the existing building when they originally came through the approval process. The plans were to build a building addition to the West of the building. She went on to say that the property has now been sold, and the new owner would like to build a completely separate building on LOT 1. She stated that the previous approval included a variation to reduce the parking requirements, and that the petitioner is still proposing to put in to show the land bank parking. She went on to say that this was previously approved but because the legal



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description is changing, they have to go through the process again. She stated that to date, Creative Works has not needed to have these parking spaces installed, but if a new tenant were to come in, the Village would like the reassurance that those parking spaces could still be required to be installed at a later date.

Planning and Development Services Director Kristy Stone stated that the building to the West on Lot 1 would be oriented towards North and South with the loading docks on the east side of the building and passenger vehicles on the West side. She stated that it could be divided into probably up to three tenant spaces or a single tenant. She went on to say that staff want feedback on the land bank agreement and recommends that this be forwarded to Planning and Zoning for Public Hearing. She stated that the petitioners were here to answer any questions.

Chairman Gunsteen wanted to verify that the Land Bank Agreement would come right back to the Board. Planning and Development Services Director Kristy Stone stated that was correct.

Chairman Hopkins stated that he knew that we had a lot of trouble with parking over there since there have been previous discussions. He asked if that could be discussed further. Planning and Development Services Director Kristy Stone stated that it is mainly to do with other tenants or different properties that we have. She stated because of that, staff recommend that we enforce a new Land Bank Agreement. She went on to say that since this one expires next year, they want to make sure that in the event that another tenant comes in, they would have something that is more enforceable than what's in place right now.

Chairman Gunsteen stated it there were no questions, part of this would go to the Planning Commission and the other part would come to the Board.

2. Fees for Plan Reviews, Utility Connections, and Water Division Programs

Chairman Gunsteen stated that as part of the Village's strategic plan goal of maintaining checks and balances to ensure financial stewardship, staff has started evaluating the current fee structures in the Building Code, Chapter 9 of the Municipal Code and the cost of programs run by the Public Works Water Division. He went on to say that staff are proposing modifications to the Plan Review Fees in conjunction with building permits, utility connection fees for new construction and establishing water division fees for the cross-connection program and water shut-off process.

Planning and Development Services Director Kristy Stone stated that staff have been looking at some of our plan review fees which have not been updated in over 15 years. She stated that with their new online permitting software, they are able to track how many reviews they're doing on different projects. She went on to say that the way the code is written, we only charge electrical plan reviews and plumbing plan reviews on very specific permits, and it does not include every plumbing or electrical review that they do. She stated that every electrical review and building plan reviews are only charged for new construction. She went on to say that we do not charge those fees for a building addition and some of the alterations where they are looking at very structural details. She stated that because of that, staff recommend that we update the plan review fees. She stated that they have a new chart which is based on size, the square footage and breaking it down by residential and commercial.



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Planning and Development Services Director Kristy Stone stated that they are also requesting that we add engineering review fees for non-residential new construction building permits that are not part of a site development permit. For example, some of the properties in Brewster Creek when they come in for their stie plan after they've reviewed the engineering, they're not collecting the fees to cover the cost for engineering review. She stated they would like to be able to collect those fees for those projects as well because we're trying to cover costs.

Chairman Suwanski stated that these are small increases and asked if they were sufficient. Planning and Development Services Director Kristy Stone stated they don't want to make the building permits too expensive because it deters people from going through the building permit process. She went on to say that they looked at what we charge for building permits overall, and they think that just this minimal increase is sufficient for the engineering fees. She stated that the engineering review fees are in line with what other communities are charging. She went on to say that they did a survey with Northwest Municipal Conference as well as DuPage Mayors and Managers to get these numbers.

Chairman LaPorte asked if there was type of safeguard measure to put in place, so we don't have to wait 15 years to raise fees again. He recommended maybe reviewing it annually or putting in a 1% increase. Planning and Development Services Director Kristy Stone stated that it is her goal to review every five years, that way they have a few years of data where they can see how much we're collecting and add the different types of development that we have in the village.

Chairman Gunsteen asked whether we were taking a deposit for engineering fees and drawing off that deposit almost like it's a retainer for new developers. Assistant Public Works Director Tyler Isham stated that we do that in the large-scale subdivisions for construction, inspection etc. they do. But in instances such as Brewster Creek they do not. Chairman Gunsteen asked if a developer comes in and we have to do an engineering review, what happens if their funding or financing falls through. Planning and Development Services Director Kristy Stone stated that they would charge this fee up front.

Chairman Hopkins stated that he thinks it's great that this was reviewed, and modifications were made which is definitely a step in the right direction. He went on to say that he is in support of these changes.

Chairman Suwanski asked about utility connection fees. Planning and Development Services Director Kristy Stone stated that they looked at residential ones as well as non-residential ones. She stated they do feel that the residential fees are really where they should be so they're not proposing any increase to the residential tap Ons. She went on to say that with non-residential, they currently charge by square foot which has been working to our advantage since they've had large projects in Brewster Creek and Blue Heron. She stated that the smaller buildings which are 5,000 to 20,000 square foot buildings, charging by square foot doesn't make sense. She went on to say that it would make more sense to charge by the actual size of the connection which is what they're proposing to do. That would be \$1,500 per inch of the water meter.

Chairman Gunsteen asked where they came up with the \$1,500. Assistant Public Works Director Tyler Isham stated that they came up with that number based on the DMMC survey results that were used for this study.



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Chairman Suwanski asked why the DuPage County side is more expensive on both residential and non-residential. Assistant Public Works Director Tyler Isham stated that's because DuPage Sanitary is treated at our plant versus those that are on the Cook and Kane County side.

Chairman Hopkins asked if on the Cook County side they have to pay a permit fee also. Public Works Director Tyler Isham stated that it was correct.

Chairman Gunsteen wanted to confirm that we were getting \$92,000 for a tap fee in an industrial building and now we're going to be reducing it to about \$6,000. Planning and Development Director Kristy Stone stated there would be only three to four buildings that are that size. She went on to say that they want to make sure there's something in place where we're consistently charging an amount whether that's based by square foot or meter size connection. Chairman Gunsteen stated that it seems like a pretty inexpensive water connection fee which means we're actually going to take in a lesser income. Assistant Public Works Director Tyler Isham stated in the short term that that's correct, but that most of the developments that they're going to see in the village going forward will be smaller. He went on to say that in the long term, they felt this was the way to go. Public Works Director Dan Dinges stated that if you have a 10,000 square foot building at the \$0.23 square foot rate, we'd be looking at \$2,300. He went on to say that the same 10,000 square foot building has a four-inch meter, for instance that's \$6,000 which means on the smaller buildings we'll end up getting more than we're currently getting.

Chairman Hopkins asked if we could add a tax if the building is over a certain square footage. Planning and Development Director Kristy Stone stated we could, it's just not something she's seen any other communities incorporate as it's based on connection size.

Chairman Gunsteen stated that this seemed a little light based on what's needed to maintain the water and sewer. Public Works Director Dan Dinges stated that it sounded like they were fine with doing 1500 per inch for smaller buildings but with a larger building they'd have to look and see how complicated that would be. Chairman Gunsteen stated that he would prefer to start now and have this be the new platform moving forward, but that he wants to make sure they're comfortable with the numbers and with the number of large buildings that we have left. Assistant Public Works Director Tyler Isham stated that with water connection fees, no matter how much we make them, they aren't going to make the difference as far as what's needed for the water fund since it's a one-time fee that they collect.

Chairman Hopkins stated that it's important that we don't raise the water and sewer rates on residential customers. He went on to say that residents have been hit and knew the cost was going up, especially as we're having more water main breaks. He stated we need to work on our infrastructure and that it's important that we focus on modifications that can be made to this or another funding source before we look to tax our residential customers. He went on to say that as Chairman Gunsteen mentioned, these are generous numbers even after the modifications compared to other municipalities.

Assistant Public Works Director Tyler Isham moved on to discuss water division fees and stated that those plan review fees haven't been reviewed in 15 years. He stated that our water turn on fee which is the fee we charge when there's non bill payment and they get multiple notices, then they get the shut down



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notice. The final step is to shut off the water. They are then required to pay the bill plus a \$30 fee after which Public Works staff go out to turn their services back on. He stated that these fees really aren't revenue generators, they're more to cover the current cost. He went on to say that this would cover the administrative costs as well as the maintenance crew who should be out doing work, they're supposed to do versus performing these shutoffs for non-payment. He stated the proposed numbers are based off surveys increasing the shut off fee or water reinstatement fee to \$100 as well as including a shut off notice fee of \$15. He then discussed the cross-connection program regarding the backflow device. He went on to say that it's an EPA State mandate that anyone who has an irrigation commercial building that have Fire Protection or a larger domestic, the purpose is to stop that flow from potentially getting back into the water system and right now we're not collecting any monetary payment form that even though it does take a lot of staff time to manage. He stated the recommendation would be a \$5.00 a month fee on those accounts. Currently there are about 1700 of them. He reiterated that this would certainly not be a revenue generator, but it would help cover the cost that we're spending doing it instead of the maintenance of the system.

Chairman Suwanski asked what determines who has those accounts with the devices. Assistant Public Works Director Tyler Isham stated it depends on the irrigation systems; he went on to say that residentially it's important to have one to prevent the flow from going back into the system.

Chairman LaPorte asked if the \$5.00 per month covers their cost and asked if it should be more. Public Works Director Dan Dinges stated with the 1700 accounts that it should cover the cost.

B. FINANCE COMMITTEE, CHAIRMAN LAPORTE

1. Funding Source Option Overview

Chairman LaPorte stated that this was initially discussed at the November 5th Committee of the Whole Meeting, and discussed again with the Capital Budget in December, as an objective of many strategic plan goals, staff was directed to look into different funding source options that the Village could utilize to fund necessary capital projects. No water/sewer rate increases are being proposed at this time, but staff is looking for direction on a scope for a rate study so staff can begin reaching out to consultants. He stated that the different options we will be reviewing are a Municipal Motor Fuel Tax (MMFT), the Home-Rule Sales Tax and Stormwater funding. Staff will be seeking direction to implement these different funding sources (and if so, at what rate) for the upcoming fiscal years and implement them into the funding for future years of the Capital Improvement Program (CIP).

Public Works Director Dinges stated that back in November/December they went over asset management and the capital program where they approved year one of five. He went on to say that the overview showed that in year five we would end up running out of funds. The discussions also talked about the level of service and that the goal was to try to maintain service where we avoid outages, potholes, etc. which means we need to reinvest into the infrastructure. He stated they want to do a cost study program where they can look at water and sewer. They can look at the infrastructure involved with each of those utilities, which means they'll be looking at the pipes and pumps in the ground, the treatment facilities, and then put a value to that along with operation maintenance. Overall they will be looking at the value of the



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infrastructure, the age and condition of it, and then put together what the OM costs are in a capital program to sustain assets accordingly. He went on to say that in terms of water rates, they had discussed not impacting residential rates but looking at the non-residential rates to balance it out a bit. He stated they had also discussed looking at usage based on what some other towns had done previously. He stated that means that it doesn't single out residential versus non-residential, but high users versus lower users.

Mayor Wallace asked how many gallons a typical restaurant in Bartlett uses. Public Works Director Dan Dinges stated that very few were over 10,000. Mayor Wallace stated he likes the idea and thinks that it's manageable by the user. His only concern is having those smaller restaurants hit that number and exceed the cost.

Chairman Suwanski asked if we could break this out to industrial areas versus just local restaurants. Public Works Director Dan Dinges stated they definitely could do that. He stated it depends on how many employees that they have but did agree that they have some industries out there with a high monthly usage rate.

Chairman Hopkins asked what the cost of a study like this would be. Public Works Director Dan Dinges stated that if we do a full sewer and water cost at level service, it would be in the \$150-200,000 range. Chairman Hopkins asked what the goal was to have this completed. Public Works Director Dan Dinges stated the goal was to have it approved this spring for them to start and then have it completed next fall/winter in order to incorporate whatever the structure is into our capital and budget for the fiscal year.

Chairman Gandsey asked if we could start with non-residential first to see what those numbers look like. Public Works Director Dan Dinges stated that they can have the consultant look at both in order to determine if they can knock one option off first.

Chairman Hopkins stated he felt it important to look at all the information and have these conversations in order to make a competent decision. Chairman Suwanski wanted Public Works Director Dan Dinges to clarify his statement on this being needed for sewer but not water. He stated that the reason he said that is because of Cook versus DuPage, versus Kane County. He stated that he thinks doing more of a study on the sewer side so that they can reassess what we currently charge at the various County rates in sewer. He stated water is the same rate across the board right now.

Chairman Gandsey asked if we could give them information ahead of time regarding what our end goal is, for example trying to see if there's enough revenue on the non-residential side so that we don't raise residential rates. Public Works Director Dan Dinges stated that they have had conversations about this previously. Mayor Wallace stated that if he's looked at the numbers correctly, it looks like it's 80/20 which means it's not realistic to have all the burden fall on commercial.

Public Works Director Dan Dinges wanted to confirm that they're doing a full County look for sewer to make sure that they have those assessments. He stated that a separate rate for operating capital was brought up in regards to being on the utility bill. Chairman Hopkins stated that he thinks it's a good idea to communicate it with residents. He asked if that could be done internally. Public Works Director Dan



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Dinges stated that he would need to look at trying to figure out how our system would be able to incorporate it.

Chairman LaPorte asked if they would just be looking at water but also continue to talk about Motor Fuel Tax. Public Works Director Dan Dinges stated that this would be strictly looking into water and sewer.

Assistant Finance Director Matt Coulter stated that they were now moving on to general and MFT where he would provide a five-year projections for the fund balances so that they can get an idea of why we're looking into additional revenue for these two funds. He stated that at the end of the current year in April, our balance would be 23.8 million which is 10 million over the maximum fund balance policy of 13.5 million. He stated that at the end of fiscal year 2026, he estimates that the fund balance will be down 4.5 million which is based off the capital budget numbers. He stated that in Fiscal year 2027, he estimates that we're going down another 7 million which would bring our balance to about 12 million. He stated that at the end of Fiscal year 2028, we'd be down another 5.5 million that brings our balance to 6.6 million which would mean we'd be under our minimum balance fund balance policy which is under the minimum by 4.7 million.

Chairman LaPorte asked what occurred that we 9 million over? Assistant Finance Director Matt Coulter stated that a lot of it was COVID funds. Chairman LaPorte asked what our numbers were historically prior to that. Mayor Wallace stated that it has always been over the minimum and most of the time over the maximum over the last 10 years. Assistant Finance Director Matt Coulter stated that it's our capital; we haven't had this much money coming out of the general fund in the past. Mayor Wallace stated that there's some projects coming up that aren't usual, especially regarding the Country Creek project. He stated that's almost 8 million, some of these things weren't on our radar before which is why we're planning ahead.

Assistant Finance Director Matt Coulter stated that with Motor Fuel Tax, every other year we're budgeting 4.2 million for the MFT streetscape program. He went on to say that in fiscal year 25/26 our revenues and fund balance is going to go down by three million and then again in 27/28 we'll go down another 3.3 million. He stated that at the end of 28/29, the fund balance will be about 1.4 million, which means we'll be short.

Assistant Public Works Director Tyler Isham stated that they need to find other funding sources and that they were directed to look at some of the numbers from the DMM survey that other communities have implemented so that the full burden of the revenue source strictly on residents. Chairman LaPorte asked about the additional tax and where it appears on a bill. Assistant Public Works Director Tyler Isham stated it's strictly sales tax and that we're currently generating about 3.5 million which is where they're budgeting for next year on our home rule portion.

Chairman LaPorte asked what their proposal was. Assistant Finance Director Matt Coulter stated that they want to propose an additional 0.5% on top of the 1%. Chairman LaPorte asked why we wouldn't go higher and asked what other neighboring cities such as Schaumburg are doing. Assistant Finance Director Matt Coulter stated that he wouldn't mind going higher, but they would also have to consider the Cook County sales tax. Chairman LaPorte stated that we could also repeal it and lower the percentage by looking at the



VILLAGE OF BARTLETT COMMITTEE MINUTES February 4, 2025

numbers annually to see where our taxpayers are. Village Administrator Paula Schumacher stated that when they put this proposal together, they didn't look at it as one tax, but more as a combination so as not to hit one sector really hard. Chairman LaPorte stated that once we figure out what we're doing with all the different sectors and categories, we need to justify why, which he stated we are doing based on the fact that our sewers are falling apart etc. in order to stay ahead of all the capital so that we can budget for what needs to be fixed down the road. He went on to say that he doesn't think this percentage will make much of a difference. He stated this is to help our infrastructure which is key.

Assistant Public Works Director Tyler Isham stated the next item is the municipal motor fuel tax which would be local tax that includes two sets of numbers. He stated there's one where the State strictly handles it where we could do three cents per gallon maximum and then the state would administer it and send us a check for it. He stated this would be their recommendation. He went on to say that the other option is where we would have to administer it and collect it which allows us to put more on it but would also be more of a cost to the Village to administer it. He then moved to stormwater which is being considered as a utility. He stated that they would be using a stormwater fee to help, and they would do that based on the meter size. That means the larger the building, the larger the meter which has a bigger impact on the stormwater system. He stated that Elk Grove Village does it this way. Their proposed fee would be a monthly fee which they would estimate to be about \$500,000 which would go towards the stormwater system culvert replacements, or the drainage program. Mayor Wallace asked if this would be a separate fund. Assistant Finance Director Matt Coulter stated that they would probably set up a storm water reserve within the general fund. He then went over the MFT we're they've added a sixth year without the additional municipal motor fuel tax, he stated that we'd be at a negative \$1,059,000. He went on to say that that might be where we would have to dip into the general fund to complete these street projects. He then went over implementing these and discussed possible dates to get the ordinances put together.

Chairman LaPorte and Mayor Wallace stated the sooner we put this together the better. Chairman LaPorte stated that we have to put what we need first. He went on to say that it's important that we're solid on what expenses will be taking place these next five years since they don't want to have to dip into anything five years from now since we didn't plan for it. He went on to say that he's a taxpayer who does not want raises taxes, but it's part of our infrastructure that we need to take into consideration and budget ahead for.

Public Works Director Dan Dinges stated that he wanted to remind everyone that what Matt Coulter discussed and presented was about Capital that we have been doing, which is the minimum. He went on to say that there's more work to be done and that's where we're looking at further opportunities that are out there. Village Administrator Paula Schumacher stated that this was a very significant step in the right direction and what we've been doing is playing catch up when everything is an emergency repair.

Mayor Wallace stated that this is a situation where we have to understand that we've got to put a lot of trust into our staff and that they're being as efficient as they can to get these improvements made and that we don't want to keep having these discussions over again versus trusting our staff to follow a 20 year plan. Chairman LaPorte stated that the other side of the coin is that as a group, we have to watch our expenses and see if we can get grant money to assist.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
February 4, 2025**

Chairman Gunsteen asked how the storm water fee is collected. Public Works Director Dan Dinges stated that's something they're working on putting in place and that it would be a fee that impact everyone. He stated it would be a separate line item on the water bill. Chairman Hopkins asked if there were any residential customers with an inch and a half water service. He stated that some of the newer houses do have an inch and a half but that most are less.

5. ADJOURNMENT

Mayor Wallace moved to adjourn the Committee of the Whole Meeting. Trustee Deyne moved to approve; the motion was seconded by Trustee 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 8:25 p.m.

Jackie Cardoza
Executive Assistant

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/18/2025**

100-GENERAL FUND REVENUES

420230-BUILDING PERMITS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DR HORTON	BOND REFUND-1311 WAKE ROBIN LN	1,000.00
1 DR HORTON	BOND REFUND-1332 TIGER LILY DR	1,000.00
1 SAM THE CONCRETE MAN NORTHWEST CHIC	PERMIT FEE REFUND	145.50
INVOICES TOTAL:		2,145.50
		2,145.50

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 IPBC	MONTHLY INSURANCE - FEB 2025	320,406.96
INVOICES TOTAL:		320,406.96
		320,406.96

1100-VILLAGE BOARD/ADMINISTRATION

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A5 BRANDING & DIGITAL	VILLAGE BRANDING	2,500.00
INVOICES TOTAL:		2,500.00

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	E NEWSLETTER FEE/DESIGN SOFTWARE	223.90
INVOICES TOTAL:		223.90

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	BOOK FOR PAULA	14.56
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	139.96
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	15.82
1 WAREHOUSE DIRECT	CREDIT MEMO	-15.82
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	90.32
INVOICES TOTAL:		244.84

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	POSTAGE-CLEANING CREW TERMINATION LETTER	93.01
INVOICES TOTAL:		93.01

541600-PROFESSIONAL DEVELOPMENT

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/18/2025**

1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	279.78
1 CP2 CONSULTING INC	PROFESSIONAL/BD DEVELOPMENT	3,000.00
		INVOICES TOTAL: 3,279.78

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	IL MUNICIPAL LEAGE DUES/IEDC RENEWAL FEES	2,885.00
		INVOICES TOTAL: 2,885.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAGG PRESS INC	FEB/MAR 25 BARTLETTER	4,076.00
		INVOICES TOTAL: 4,076.00

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KANE DUPAGE REGIONAL MUSEUM ASSOC	2025 PASSPORT TO ADVENTURE PROGRAM	275.00
1 PAM ROHLER	MUSEUM EVENT PURCHASE	93.93
		INVOICES TOTAL: 368.93

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	27.76
** 1 ELAN FINANCIAL SERVICES	STAFF LUNCH	63.08
1 WAREHOUSE DIRECT	TRAIN STATION TOILET PAPER DISPENSER	72.36
		INVOICES TOTAL: 163.20

13,834.66

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLARK BAIRD SMITH LLP	PROFESSIONAL SERVICES	6,027.50
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	1,900.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	2,840.00
		INVOICES TOTAL: 10,767.50

10,767.50

1400-FINANCE

522950-ORDINANCE CODIFICATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN LEGAL PUBLISHING	ORDINANCE SUPPLEMENTS	813.20
		INVOICES TOTAL: 813.20

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/18/2025**

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	38.59
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	37.99
** 1 ELAN FINANCIAL SERVICES	INK FOR PAYROLL/INK FOR MAIL MACHINE	762.28
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	156.94
1 WAREHOUSE DIRECT	TONER	192.30
INVOICES TOTAL:		1,188.10

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	2025 IGFOA DUES	600.00
INVOICES TOTAL:		600.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	25.18
** 2 SAM'S CLUB		39.99
INVOICES TOTAL:		65.17

2,666.47

1500-PLANNING & DEV SERVICES

526005-PLAN REVIEW SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOOD & ALCOHOL SERVICE TRAINING INC	FOOD SERVICE INSPECTIONS 01/25	75.00
INVOICES TOTAL:		75.00

526006-INSPECTION SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 FOOD & ALCOHOL SERVICE TRAINING INC	FOOD SERVICE INSPECTIONS 01/25	560.00
INVOICES TOTAL:		560.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERNATIONAL CODE COUNCIL INC	MEMBERSHIP RENEWAL	170.00
INVOICES TOTAL:		170.00

805.00

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T-MOBILE	TELEPHONE BILL	1,328.25
1 T-MOBILE	TELEPHONE BILL	1,041.60
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/18/2025**

INVOICES TOTAL: 3,604.85

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	1,474.69
1 FTD AUTO LLC	VEHICLE MAINTENANCE	29.90
1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	80.18
1 FTD AUTO LLC	VEHICLE MAINTENANCE	80.18
1 FTD AUTO LLC	VEHICLE MAINTENANCE	54.99
1 FTD AUTO LLC	VEHICLE MAINTENANCE	185.90
1 FTD AUTO LLC	VEHICLE MAINTENANCE	170.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	29.99
1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	55.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00
1 MICHAEL LEVANT	LOCKOUT TOOLS	220.00
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	119.35
<u>INVOICES TOTAL:</u>		<u>3,010.18</u>

526050-VEHICLE SET UP

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ULTRA STROBE COMMUNICATIONS INC	Havis 12.5" Wide Flat 30" Vehicle-Specific Console	6,650.79
1 ULTRA STROBE COMMUNICATIONS INC	Equipment for Police Interceptor	9,798.83
1 ULTRA STROBE COMMUNICATIONS INC	Equipment to replace 2116	2,762.74
<u>INVOICES TOTAL:</u>		<u>19,212.36</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	145.92
1 AMAZON CAPITAL SERVICES INC	TONER	80.89
1 AMAZON CAPITAL SERVICES INC	TONER	146.94
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	35.94
** 1 ELAN FINANCIAL SERVICES	UPS STORE/MAVERICK GROOMING	89.39
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	258.17
1 WAREHOUSE DIRECT	TONER	129.85
<u>INVOICES TOTAL:</u>		<u>887.10</u>

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE EAGLE UNIFORM CO	VELCRO EMBROIDERED NAME	14.00
1 P.F. PETTIBONE & CO	SERVICE BARS/COLLAR INSIGNIA	183.90
1 RAY O'HERRON CO INC	UNIFORM APPAREL	166.82
1 RAY O'HERRON CO INC	UNIFORM APPAREL	20.86
1 STREICHER'S INC	BODY ARMOR	1,800.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
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INVOICES TOTAL: 2,185.58

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS - WEST	ONLINE SOFTWARE SUBSCRIPTION	266.91
		<u>INVOICES TOTAL: 266.91</u>

530125-SHOOTING RANGE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	ACTION TARGETS	260.90
1 SAGE CONTROL ORDNANCE INC	LESS LETHAL TRAINING SUPPLIES	2,204.30
		<u>INVOICES TOTAL: 2,465.20</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	25.02
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	276.42
		<u>INVOICES TOTAL: 301.44</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PATRICK CAREY	TRAINING EXPENSES	94.80
1 SAMUEL MORA	TRAINING EXPENSES	38.40
1 SAMUEL MORA	TRAINING EXPENSES	103.50
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	38.40
		<u>INVOICES TOTAL: 275.10</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A CHILD IS MISSING INC	ALERT PROGRAM RENEWAL	500.00
1 LAW ENFORCEMENT RECORDS	MEMBERSHIP DUES	40.00
		<u>INVOICES TOTAL: 540.00</u>

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	9.98
		<u>INVOICES TOTAL: 9.98</u>

544001-PRISONER DETENTION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT SOAP N SUDS	DETENTION BLANKET CLEANING	32.50
		<u>INVOICES TOTAL: 32.50</u>

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONRAD POLYGRAPH INC	POLYGRAPH EXAM FEE	200.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 200.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	FREEZER REPAIRS IN PD LUNCH ROOM	211.47
		<u>INVOICES TOTAL: 211.47</u>

570105-EQUITABLE SHARING EXPENSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FLOCK SAFETY	FLOCK READERS	5,000.00
		<u>INVOICES TOTAL: 5,000.00</u>

38,202.67

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CREDIT MEMO	-2.30
1 SAFETY-KLEEN SYSTEMS INC	PARTS WASHER SOLVENT	475.48
1 T-MOBILE	TELEPHONE BILL	314.04
1 VERIZON WIRELESS	WIRELESS SERVICES	50.43
1 VERIZON WIRELESS	WIRELESS SERVICES	21.00
		<u>INVOICES TOTAL: 858.65</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	2,020.59
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	37.83
		<u>INVOICES TOTAL: 2,058.42</u>

524230-SNOW PLOWING CONTRACTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AJD CONCRETE CONSTRUCTION CORP	SNOW REMOVAL SERVICE	6,150.00
1 AJD CONCRETE CONSTRUCTION CORP	SNOW REMOVAL SERVICE	3,600.00
1 AJD CONCRETE CONSTRUCTION CORP	SNOW REMOVAL SERVICE	4,400.00
		<u>INVOICES TOTAL: 14,150.00</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALTORFER INDUSTRIES INC	MAINTENANCE MATERIALS	6,601.91
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	715.37
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	90.00
		<u>INVOICES TOTAL: 7,407.28</u>

527110-SVCS TO MAINTAIN TRAFFIC SIGS

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/18/2025**

1 COOK COUNTY TREASURER	TRAFFIC SIGNAL MAINTENANCE	452.50
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	1,190.64
	INVOICES TOTAL:	1,643.14

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	METRA/TOWN CENTER PRELIMINARY DESIGN	8,688.51
	INVOICES TOTAL:	8,688.51

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DULTMEIER SALES LLC	MATERIALS & SUPPLIES	52.83
1 FLAGS USA LLC	FLAGS	558.40
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	86.35
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	130.79
	INVOICES TOTAL:	828.37

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	130.45
	INVOICES TOTAL:	130.45

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	SAFETY EQUIPMENT	294.00
	INVOICES TOTAL:	294.00

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	72.16
1 WAREHOUSE DIRECT	BATTERIES	181.56
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	50.93
	INVOICES TOTAL:	304.65

534230-SNOW PLOWING SALT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST SALT LLC	3-WAY DEICER	916.30
	INVOICES TOTAL:	916.30

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BATTERY SERVICE CORP	BATTERY	133.10
1 BURRIS EQUIPMENT CO	MAINTENANCE SUPPLIES	505.79
1 COLLIFLOWER INC - BALTIMORE	MAINTENANCE SUPPLIES	421.40
1 COLLIFLOWER INC - BALTIMORE	MAINTENANCE SUPPLIES	298.74
1 COLLIFLOWER INC - BALTIMORE	MAINTENANCE SUPPLIES	139.83
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	128.72

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/18/2025**

1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	268.64
1 HAWK FORD OF ST CHARLES	CREDIT MEMO	-170.45
1 RUSSO'S POWER EQUIPMENT INC	MATERIALS & SUPPLIES	96.98
		INVOICES TOTAL: 1,822.75

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HIGH STAR TRAFFIC	STREET MAINTENANCE MATERIALS	2,743.75
1 HIGH STAR TRAFFIC	STREET MAINTENANCE MATERIALS	364.60
1 HIGH STAR TRAFFIC	STREET MAINTENANCE MATERIALS	285.00
		INVOICES TOTAL: 3,393.35

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	IDOT TRAINING/LUNCHEON	140.98
** 1 ELAN FINANCIAL SERVICES	ILLINOIS ARBORIST ASSOC REGISTRATION FEE	355.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	30.00
		INVOICES TOTAL: 525.98

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BAXTER & WOODMAN	WINDING CREEK PHASE 3	19,900.00
1 CHRISTOPHER B BURKE ENG LTD	M&M FEMA NATIVE BASINS	425.00
1 VULCAN CONSTRUCTION MATERIALS LLC	GRAVEL PURCHASE	2,284.91
		INVOICES TOTAL: 22,609.91

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DELL COMPUTER CORP	DELL COMPUTER MONITORS	493.66
		INVOICES TOTAL: 493.66

66,125.42

3000-DEBT SERVICE EXPENDITURES

523700-AGENTS FEES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UMB BANK N.A.	AGENT FEES/SERIES 2017	318.00
		INVOICES TOTAL: 318.00

318.00

4200-MUNICIPAL BLDG PROJECTS EXP

572000-BUILDING & GROUNDS IMPROVMNTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING SOLUTIONS TEAM	HVAC SYSTEM REHABILITATION	15,930.00
		INVOICES TOTAL: 15,930.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 2/18/2025

15,930.00

430000-DEVELOPER DEPOSITS FUND

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DR HORTON	BOND REFUND-1282 WILD TULIP CIR	1,000.00
INVOICES TOTAL:		1,000.00
		1,000.00

5000-WATER OPERATING EXPENSES

520025-DWC WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - DECEMBER 24	511,518.60
INVOICES TOTAL:		511,518.60

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	SCADA PHONE SERVICE	37.95
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	13,035.25
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
INVOICES TOTAL:		15,366.53

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T-MOBILE	TELEPHONE BILL	33.60
1 T-MOBILE	TELEPHONE BILL	314.05
1 VERIZON WIRELESS	WIRELESS SERVICES	50.43
INVOICES TOTAL:		398.08

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	795.00
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	1,270.00
INVOICES TOTAL:		2,065.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	662.76
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	463.13
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	665.95
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	4,954.82
1 NICOR GAS	GAS BILL	333.10
INVOICES TOTAL:		7,079.76

** Indicates pre-issue check.

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527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUPERIOR ASPHALT MATERIALS LLC	ASPHALT PURCHASE	1,283.93
INVOICES TOTAL:		1,283.93

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	WATER DEPT DOOR HANGER	232.38
1 CORE & MAIN LP	MATERIALS & SUPPLIES	3,191.50
1 CORE & MAIN LP	MATERIALS & SUPPLIES	264.56
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	53.89
INVOICES TOTAL:		3,742.33

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	794.95
INVOICES TOTAL:		794.95

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	WATER/SEWER LETTERHEAD	612.63
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	72.16
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	50.93
INVOICES TOTAL:		735.72

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	FEBRUARY BILLS POSTAGE	3,210.04
INVOICES TOTAL:		3,210.04

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEST SIDE TRACTOR SALES	MAINTENANCE MATERIALS	94.83
INVOICES TOTAL:		94.83

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	MAINTENANCE SUPPLIES	147.32
1 GRAINGER	MAINTENANCE SUPPLIES	1,070.82
1 THE SHERWIN-WILLIAMS CO	PAINT	362.25
INVOICES TOTAL:		1,580.39

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS & SUPPLIES	5,026.99

** Indicates pre-issue check.

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INVOICES TOTAL: 5,026.99

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	IDOT TRAINING/LUNCHEON	141.00
		<u>INVOICES TOTAL: 141.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DELL COMPUTER CORP	DELL COMPUTER MONITORS	493.67
		<u>INVOICES TOTAL: 493.67</u>

547072-DWC CAPITAL BUY IN PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - DECEMBER 24	36,196.20
		<u>INVOICES TOTAL: 36,196.20</u>

589,728.02

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DR HORTON	WATER REFUND/1339 TIGER LILY DR	52.28
1 THE OAKS OF BARTLETT	WATER BILL REFUND/OVERPAYMENT ON FINAL BILL	17,045.06
		<u>INVOICES TOTAL: 17,097.34</u>

17,097.34

5090-WATER CAPITAL PROJECTS EXP

581020-WATER METER AUTOMATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS & SUPPLIES	195,720.32
		<u>INVOICES TOTAL: 195,720.32</u>

195,720.32

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	SCADA PHONE SERVICE	37.95
		<u>INVOICES TOTAL: 37.95</u>

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T-MOBILE	TELEPHONE BILL	67.20
1 T-MOBILE	TELEPHONE BILL	314.05

** Indicates pre-issue check.

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1 VERIZON WIRELESS	WIRELESS SERVICES	50.43
INVOICES TOTAL:		431.68

524120-UTILITIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	89.11
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	250.91
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	125.25
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,267.97
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	117.48
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	92.99
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	191.73
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	241.94
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	575.66
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	474.75
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	991.62
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	72.23
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	52.93
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	104.66
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	183.62
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	383.31
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	28,077.34
1 NICOR GAS	GAS BILL	54.63
1 NICOR GAS	GAS BILL	57.93
1 NICOR GAS	GAS BILL	55.82
1 NICOR GAS	GAS BILL	95.22
1 NICOR GAS	GAS BILL	122.27
1 NICOR GAS	GAS BILL	150.74
1 NICOR GAS	GAS BILL	55.97
1 NICOR GAS	GAS BILL	124.86
INVOICES TOTAL:		34,010.94

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE MATERIALS	30.49
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	179.31
INVOICES TOTAL:		209.80

530110-UNIFORMS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CUTLER WORKWEAR	UNIFORMS	152.95
INVOICES TOTAL:		152.95

530120-CHEMICAL SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 SOLENIS LLC	CHEMICAL SUPPLIES	17,381.10
INVOICES TOTAL:		17,381.10

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE MATERIALS	154.96
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	72.17
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	50.93
INVOICES TOTAL:		278.06

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	FEBRUARY BILLS POSTAGE	3,210.04
INVOICES TOTAL:		3,210.04

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LIONHEART CRITICAL POWER	EQUIPMENT REPAIRS	1,557.84
INVOICES TOTAL:		1,557.84

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	IDOT TRAINING/LUNCHEON	141.02
INVOICES TOTAL:		141.02

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DELL COMPUTER CORP	DELL COMPUTER MONITORS	493.67
INVOICES TOTAL:		493.67

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MCMaster-CARR SUPPLY CO	SHELF CABINET	780.26
INVOICES TOTAL:		780.26

58,685.31

5190-SEWER CAPITAL PROJECTS EXP

582025-SANITARY SEWER EVALUATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PERFORMANCE PIPELINING INC	SANITARY SERVICE LINING PROJECT	221,800.50
INVOICES TOTAL:		221,800.50

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF	26,600.00
1 STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF	2,434.96
1 STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF	8,900.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 37,934.96

259,735.46

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	350.00
	<u>INVOICES TOTAL:</u>	<u>350.00</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	153.83
1 NICOR GAS	GAS BILL	409.12
	<u>INVOICES TOTAL:</u>	<u>562.95</u>

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	METRA INTERNET SERVICE	88.29
	<u>INVOICES TOTAL:</u>	<u>88.29</u>

1,001.24

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	151.40
1 TERMINIX ANDERSON	PEST CONTROL SERVICES	129.25
	<u>INVOICES TOTAL:</u>	<u>280.65</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXTRA MILE PAINTING COMPANY	DRYWALL REPAIR/PAINTING	3,000.00
1 MOLTREE MECHANICAL	EQUIPMENT REPAIRS	3,577.45
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	614.57
	<u>INVOICES TOTAL:</u>	<u>7,192.02</u>

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSERV FS INC	ENGINE OIL	937.75
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	296.67
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	47.17
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	224.97
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	128.16
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	149.98
1 O'REILLY AUTOMOTIVE INC	FINANCE CHARGE	1.85

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 1,786.55

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 USGA CLUB MEMBERSHIP	2025 ANNUAL MEMBERSHIP DUES/P LENZ	175.00
<u>INVOICES TOTAL:</u>		<u>175.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	SIMULATOR COMPUTER	1,806.39
<u>INVOICES TOTAL:</u>		<u>1,806.39</u>

11,240.61

5510-GOLF MAINTENANCE EXPENSES

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REINDERS INC	MAINTENANCE SUPPLIES	1,500.00
<u>INVOICES TOTAL:</u>		<u>1,500.00</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	14.60
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	71.37
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	16.21
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	66.91
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	63.23
1 O'REILLY AUTOMOTIVE INC	CREDIT MEMO	-63.23
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	14.59
1 REVELS TURF & TRACTOR LLC	MAINTENANCE SUPPLIES	111.90
<u>INVOICES TOTAL:</u>		<u>295.58</u>

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST FIRST AID & SAFETY	FIRST AID SUPPLIES	76.32
<u>INVOICES TOTAL:</u>		<u>76.32</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREENKEEPER	ANNUAL MEMBERSHIP DUES	1,505.39
<u>INVOICES TOTAL:</u>		<u>1,505.39</u>

3,377.29

5560-GOLF RESTAURANT EXPENSES

** Indicates pre-issue check.

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522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INDUSTRIAL STEAM CLEANING	EXHAUST SYSTEM/HOOD CLEANING	517.50
	INVOICES TOTAL:	517.50

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE	72.67
1 TEC COFFEE & FOODS	COFFEE PURCHASE	85.00
	INVOICES TOTAL:	157.67

675.17

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALSCO	LINEN SERVICES	123.44
1 ALSCO	CREDIT MEMO	-45.00
1 INDUSTRIAL STEAM CLEANING	EXHAUST SYSTEM/HOOD CLEANING	517.50
1 JK TECHNOLOGY SOLUTIONS	MONTHLY SOFTWARE SUPPORT	300.00
	INVOICES TOTAL:	895.94

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	ADVERTISING	360.00
	INVOICES TOTAL:	360.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MLA WHOLESALE INC	FLOWERS	81.35
	INVOICES TOTAL:	81.35

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	307.43
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	674.87
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	884.14
1 GRECO AND SONS INC	FOOD PURCHASE	40.90
1 GRECO AND SONS INC	FOOD PURCHASE	200.00
1 GRECO AND SONS INC	FOOD PURCHASE	317.83
1 GRECO AND SONS INC	FOOD PURCHASE	493.28
1 IL GIARDINO DEL DOLCE INC	CAKE	86.50
1 IL GIARDINO DEL DOLCE INC	CAKE	80.50
1 TEC COFFEE & FOODS	COFFEE PURCHASE	85.00
	INVOICES TOTAL:	3,170.45

** Indicates pre-issue check.

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4,507.74

6000-CENTRAL SERVICES EXPENSES

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	WWTP RE-WIRING	224.94
** 1 ELAN FINANCIAL SERVICES	GIS AUTOMATION/MDM FEES/CLOUD SERVICES	178.53
INVOICES TOTAL:		403.47

523001-PERSONNEL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	D&A TEST FOR PW EMPLOYEE	62.50
INVOICES TOTAL:		62.50

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLEGIANT FIRE PROTECTION LLC	ALARM REPAIRS	575.00
1 ROY A ENGSTROM	REPAIRS	1,425.00
1 LIONHEART CRITICAL POWER	EQUIPMENT REPAIRS	804.30
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	2,128.00
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	477.00
1 TERMINIX ANDERSON	PEST CONTROL SERVICES	263.56
INVOICES TOTAL:		5,672.86

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,501.76
1 COMCAST	INTERNET SERVICE	187.90
1 T-MOBILE	TELEPHONE BILL	67.20
INVOICES TOTAL:		4,756.86

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	232.29
1 NICOR GAS	GAS BILL	384.47
1 NICOR GAS	GAS BILL	2,085.30
INVOICES TOTAL:		2,702.06

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	447.51
** 1 ELAN FINANCIAL SERVICES	GET WELL GIFT FOR PAUL WITKOWSKI	97.42
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	723.95
1 MIDWEST FIRST AID & SAFETY	FIRST AID SUPPLIES	87.51
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	199.67
1 WAREHOUSE DIRECT	TRAIN STATION TOILET PAPER	48.92

** Indicates pre-issue check.

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1 WAREHOUSE DIRECT	MAINTENANCE SUPPLIES	854.02
1 WAREHOUSE DIRECT	MAINTENANCE SUPPLIES	315.78
INVOICES TOTAL:		2,774.78

570100-MACHINERY & EQUIPMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GENESISONE	COPIER REPLACEMENT	26,900.00
INVOICES TOTAL:		26,900.00
		43,272.53

7000-POLICE PENSION EXPENDITURES

523001-PERSONNEL TESTING

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 INSPE ASSOCIATES LLC	PATIENT EXAM - SELMANI	2,400.00
INVOICES TOTAL:		2,400.00

529000-OTHER CONTRACTUAL SERVICES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 LAUTERBACH & AMEN LLP	NOVEMBER 2024 PSA	205.00
1 LAUTERBACH & AMEN LLP	JANUARY 2025 PSA	205.00
INVOICES TOTAL:		410.00
		2,810.00

900000-POOLED CASH & INVESTMENT FUND

100028-POSTAGE MACHINE

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

GRAND TOTAL: 1,665,053.21

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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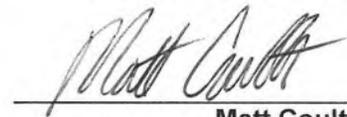
GENERAL FUND	454,954.18
DEBT SERVICE FUND	318.00
MUNICIPAL BUILDING FUND	15,930.00
DEVELOPER DEPOSITS FUND	1,000.00
WATER FUND	802,545.68
SEWER FUND	318,420.77
PARKING FUND	1,001.24
GOLF FUND	19,800.81
CENTRAL SERVICES FUND	43,272.53
POLICE PENSION FUND	2,810.00
POOLED CASH & INVESTMENT FUND	5,000.00
GRAND TOTAL	1,665,053.21

CASH & INVESTMENT REPORT

FISCAL YEAR 2024/25 as of December 31, 2024

Fund	11/30/2024	Receipts	Disbursements	12/31/2024	Detail of Ending Balance			
					Cash	Investments	Net Assets/Liab.	12/31/2024
General	28,921,880	2,005,969	1,810,183	29,117,666	14,358,885	13,915,828	842,953	29,117,666
MFT	7,089,132	190,217	34,297	7,245,052	3,683,186	3,529,623	32,243	7,245,052
Debt Service	1,254,980	17,217	717,988	554,209	268,551	285,080	578	554,209
Capital Projects	4,063,003	15,401	0	4,078,405	22,332	4,056,072	0	4,078,405
Municipal Building	4,800,763	18,291	85,000	4,734,054	2,165,015	2,298,265	270,774	4,734,054
Developer Deposits	3,328,260	17,762	0	3,346,022	872,156	2,842,807	(368,941)	3,346,022
59 & Lake TIF	(2,560,252)	4	0	(2,560,248)	677,124	718,799	(3,956,170)	(2,560,248)
BC Municipal TIF	4,278	(4,278)	0	0	0	0	0	0
Bluff City TIF Municipal	449,960	1,789	0	451,749	219,131	232,618	0	451,749
Water	7,179,880	1,077,902	1,353,176	6,904,605	2,625,902	2,787,412	1,491,291	6,904,605
Sewer	29,389,263	789,307	478,455	29,700,116	4,501,915	4,778,888	20,419,313	29,700,116
Parking	(189,010)	5,203	6,737	(190,545)	0	0	(190,545)	(190,545)
Golf	(1,385,676)	73,063	160,242	(1,472,855)	0	0	(1,472,855)	(1,472,855)
Central Services	759,494	147,084	95,578	811,000	403,443	428,274	(20,718)	811,000
Vehicle Replacement	4,251,293	66,572	133,983	4,183,882	1,103,216	1,171,116	1,909,550	4,183,882
TOTALS	87,357,246	4,421,504	4,875,639	86,903,111	30,900,856	37,044,781	18,957,474	86,903,111

BC Project TIF	774,998	2,936	0	777,934	0	0	777,934	777,934
Bluff City Project TIF	1,676,618	6,666	1,619,008	64,276	31,178	33,097	0	64,276
Bluff City SSA Debt Srv.	58,780	47,383	0	106,163	0	0	106,163	106,163
Police Pension	67,227,267	69,006	313,503	66,982,770	905,397	66,069,970	7,402	66,982,770



Matt Coulter
Acting Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
FISCAL YEAR 2024/25 as of December 31, 2024

Fund	Revenues				Expenditures			
	Actual	Current Year Budget	Percent	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	24,866,196	32,890,154	75.60%	71.55%	22,035,395	34,412,598	64.03%	65.75%
MFT	1,455,984	2,185,000	66.64%	68.75%	282,980	2,000,000	14.15%	49.00%
Debt Service	2,466,816	3,003,039	82.14%	79.41%	2,962,320	2,967,321	99.83%	99.84%
Capital Projects	146,082	100,000	146.08%	72.27%	500,000	3,000,000	16.67%	0.00%
Municipal Building	2,198,809	2,125,000	103.47%	203.44%	139,365	475,000	29.34%	58.24%
Developer Deposits	412,648	595,000	69.35%	102.85%	69,300	0	0.00%	0.00%
Bluff City SSA	49,084	8,422	582.81%	55.42%	0	60,000	0.00%	98.82%
59 & Lake TIF	3,830	360,000	1.06%	0.00%	0	360,000	0.00%	0.00%
Bluff City Municipal TIF	115,414	99,000	116.58%	110.91%	0	105,000	0.00%	0.28%
Bluff City Project TIF	1,649,987	3,670,000	44.96%	53.75%	1,619,008	3,650,000	44.36%	52.85%
Brewster Creek Municipal TIF	28,076	10,000	280.76%	113.62%	1,322,532	505,000	261.89%	46.05%
Brewster Creek Project TIF	46,929	20,000	234.64%	98.16%	755,715	100,000	755.71%	7.39%
Water	9,871,348	13,551,000	72.85%	74.64%	13,314,844	19,253,702	69.15%	58.23%
Sewer	10,554,166	10,720,000	98.45%	50.89%	8,903,607	15,221,332	58.49%	46.11%
Parking	52,507	75,000	70.01%	85.34%	47,966	85,285	56.24%	30.06%
Golf	2,389,769	4,535,100	52.69%	50.03%	3,418,922	4,534,131	75.40%	58.69%
Central Services	1,178,300	1,751,282	67.28%	67.53%	1,050,698	1,763,541	59.58%	65.08%
Vehicle Replacement	596,044	747,132	79.78%	70.72%	922,148	1,781,000	51.78%	18.79%
Police Pension	8,938,597	7,465,735	119.73%	100.91%	2,831,459	3,951,316	71.66%	66.72%
Subtotal	67,020,585	83,910,864	79.87%	70.26%	60,176,260	94,225,226	63.86%	50.70%
Less Interfund Transfers	(6,098,036)	(6,657,813)	91.59%	69.16%	(6,098,036)	(6,657,813)	91.59%	69.16%
Total	60,922,550	77,253,051	78.86%	70.31%	54,078,224	87,567,413	61.76%	49.84%

VILLAGE OF BARTLETT TREASURER'S REPORT
MAJOR REVENUE BUDGET COMPARISONS
FISCAL YEAR 2024/25 as of December 31, 2024

Fund	Actual	Current Year Budget	Percent	Prior YTD %
Property Taxes	10,364,809	12,870,519	80.53%	74.65%
Sales Taxes (General Fund)	3,580,237	4,950,000	72.33%	63.37%
Income Taxes	4,664,743	7,025,000	66.40%	68.97%
Telecommunications Tax	261,403	390,000	67.03%	63.60%
Home Rule Sales Tax	2,407,116	3,000,000	80.24%	75.43%
Real Estate Transfer Tax	607,337	600,000	101.22%	78.97%
Use Tax	1,022,507	1,700,000	60.15%	61.83%
Building Permits	999,714	850,000	117.61%	110.67%
MFT	1,255,239	1,790,000	70.13%	72.20%
Water Charges	9,158,887	13,100,000	69.92%	72.10%
Sewer Charges	5,153,261	6,750,000	76.34%	77.65%
Interest Income	2,123,923	1,645,000	129.11%	141.20%

VILLAGE OF BARTLETT TREASURER'S REPORT
 GOLF FUND DETAIL (Excluding Capital Projects)
 FISCAL YEAR 2024/25 as of December 310, 2024

Fund	Current Year		Percent
	Actual	Budget	
Golf Program			
Revenues	1,433,030	1,647,500	86.98%
Expenses	1,093,883	1,524,035	71.78%
Net Income	<u>339,147</u>	<u>123,465</u>	274.69%
F&B - Restaurant			
Revenues	138,306	163,000	84.85%
Expenses	315,344	429,549	73.41%
Net Income	<u>(177,038)</u>	<u>(266,549)</u>	66.42%
F&B - Banquet			
Revenues	613,674	865,000	70.94%
Expenses	581,981	808,547	71.98%
Net Income	<u>31,692</u>	<u>56,453</u>	56.14%
F&B - Midway			
Revenues	204,759	200,000	102.38%
Expenses	95,691	100,400	95.31%
Net Income	<u>109,068</u>	<u>99,600</u>	109.51%
Golf Fund Total			
Revenues	2,389,769	2,875,500	83.11%
Expenses	2,086,899	2,862,531	72.90%
Net Income	<u>302,869</u>	<u>12,969</u>	2335.33%

Sales Taxes

Month	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
May	141,609	161,850	159,411	167,379	156,194	160,850	185,540	220,859	255,956	296,621
June	170,308	178,006	186,494	194,753	187,952	183,798	277,635	281,954	308,327	340,105
July	170,734	181,943	201,320	200,041	205,572	198,797	274,678	303,057	323,030	374,363
August	200,031	224,385	219,629	227,783	232,110	209,005	331,855	338,161	350,947	436,666
September	193,484	211,186	224,268	218,236	220,524	233,289	325,874	334,152	354,588	367,895
October	204,424	209,930	215,328	211,089	262,349	221,535	299,302	380,114	340,045	669,876
November	198,880	206,205	208,760	215,922	227,334	202,764	304,608	319,337	325,687	499,933
December	212,286	212,435	219,639	196,081	214,284	236,916	314,214	316,040	307,781	594,776
January	204,437	207,123	221,599	221,276	243,184	208,079	282,703	338,672	334,418	
February	170,190	201,075	206,836	196,714	186,495	199,411	312,927	335,097	348,179	
March	194,219	190,934	196,530	181,590	203,051	203,477	308,392	452,524	334,584	
April	149,630	167,837	180,413	170,866	193,930	211,072	247,260	281,334	268,643	
Total	2,210,232	2,352,909	2,440,227	2,401,729	2,532,977	2,468,994	3,464,989	3,901,303	3,852,186	3,580,237
% increase	6.46%	6.46%	3.71%	-1.58%	5.46%	-2.53%	40.34%	12.59%	-4.51%	93.25%
Budget	2,115,000	2,205,000	2,400,000	2,425,000	2,460,000	2,575,000	3,400,000	3,400,000	4,050,000	4,050,000



SUSANA A. MENDOZA

ILLINOIS STATE COMPTROLLER

VENDOR WARRANT DETAIL

BARTLETT VILLAGE TREASURER



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

[Return Back](#)

Warrant/EFT#: EF 0018174				
Fiscal Year	2025	Issue Date	12/05/24	
Warrant Total	\$594,776.48	Warrant Status		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A4257224	5A4257224	\$594,776.48

IOC Accounting Line Details						
Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$594,776.48	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description	
Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 12/04/2024
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: SEP. 2024 COLL MO: OCT. 2024 VCHR MO: DEC. 2024
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

[Click here for assistance with this screen.](#)

MOTOR FUEL TAX

Month	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
May	89,988	93,139	91,478	86,848	83,590	96,769	134,647	138,706	148,455	143,652
June	58,408	58,737	72,645	79,592	76,204	99,562	138,322	143,599	154,189	157,757
July	103,948	94,278	95,252	93,416	95,250	121,837	137,127	140,615	146,693	156,001
August	100,154	89,533	89,970	90,079	137,033	142,172	148,687	135,008	152,712	165,946
September	67,441	79,032	79,527	75,247	148,846	132,059	142,475	146,887	161,807	160,216
October	87,626	91,489	91,053	98,725	136,575	130,305	131,236	139,533	145,203	157,805
November	101,486	93,216	92,796	92,950	153,788	131,647	144,611	140,270	170,467	166,026
December	93,002	97,757	91,055	89,502	180,890	136,795	153,239	160,435	160,431	154,353
January	89,828	92,928	93,233	89,403	128,180	119,239	140,177	128,618	137,026	
February	90,531	88,602	80,765	81,313	126,802	112,605	96,768	131,699	146,175	
March	77,861	75,544	80,062	77,761	131,268	116,673	137,179	127,842	134,330	
April	93,782	90,224	94,326	91,212	122,218	135,751	138,279	146,038	147,837	
Subtotal	1,054,055	1,044,479	1,052,164	1,046,048	1,520,643	1,475,415	1,642,746	1,679,249	1,805,325	1,261,755
Plus:										
High Growth Jobs Now	37,743	37,801	37,266	36,909	9,192	89,348	61,771	-	37,987	
Rebuild Illinois						1,357,885	905,256	452,628		
Total	1,091,798	1,082,280	1,089,430	1,082,957	1,529,835	2,922,648	2,609,773	2,131,877	1,843,312	
Budget	1,025,000	1,067,287	1,095,000	1,095,000	1,085,000	1,715,000	1,620,000	1,650,000	1,750,000	1,790,000
Annual Inc in \$ only MFT Allocations	4.37%	-0.91%	0.74%	-0.58%	45.37%	-2.97%	11.34%	2.22%	1.23%	-3.79%



Municipality Report

January 2, 2025

Bartlett

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR DECEMBER, 2024

Beginning Unobligated Balance		\$9,892,514.41
Motor Fuel Tax Fund Allotment	\$76,779.10	
MFT Transportation Renewal Fund Allotment	\$77,573.96	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		\$154,353.06
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		\$10,046,867.47

PROCESSED TRANSACTIONS:

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

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

Month	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	Total Difference
May	738,677	562,075	552,308	565,171	827,513	415,461	693,410	1,304,763	988,791	1,100,016	
June	306,761	268,673	285,636	261,088	258,429	257,341	608,397	383,282	463,652	471,450	
July	432,821	383,442	377,861	353,016	386,474	408,647	545,787	647,045	617,724	685,865	
August	251,174	223,293	180,579	259,137	277,037	558,708	306,468	333,265	405,992	458,266	
September	239,229	243,902	212,997	252,907	245,191	316,571	323,647	362,169	368,502	359,762	
October	420,455	360,422	324,300	393,064	437,466	458,423	588,142	663,057	712,313	768,224	
November	277,231	241,907	244,065	283,096	285,514	309,760	337,156	419,871	479,810	461,166	
December	216,813	219,162	214,871	234,648	269,799	274,242	314,565	376,725	376,979	359,994	
January	406,804	354,337	313,145	341,897	377,110	436,922	560,065	611,766	655,603		
February	445,170	409,813	453,275	411,330	388,526	461,926	698,349	604,890	620,344		
March	257,723	214,499	227,873	247,673	288,908	318,357	302,694	358,254	403,200		
April	398,780	413,655	349,908	397,816	424,333	507,617	646,664	576,594	636,579		
Total	4,391,638	3,895,179	3,736,819	4,000,843	4,466,301	4,723,974	5,925,343	6,641,682	6,729,489	4,664,743	
LGDF @ 10%	5,489,548	4,868,974	6,145,469	7,037,087	7,767,480	7,855,193	9,777,794	10,844,504	10,514,038	7,209,803	
DIFFERENCE	(1,097,910)	(973,795)	(2,408,650)	(3,036,244)	(3,301,179)	(3,131,219)	(3,852,451)	(4,202,823)	(3,784,549)	(2,545,061)	(39,664,341)

LGDF Effective % Rate Changes

7/1/2010 - 10% to 6%

2/1/2015 - 6% to 8%

8/1/2017 - 8% to 5.45%

7/1/2018 - 5.45% to 5.75%

7/1/2020 - 5.75% to 6.06%

8/1/2022 - 6.06% to 6.16%

7/1/2023 - 6.16% to 6.47%



Agenda Item Executive Summary

AGENDA ITEM: #2025-01 Zoning Map Update

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount \$N/A

Budgeted \$N/A

Fund: N/A

Corresponding Activity Measures: N/A

EXECUTIVE SUMMARY

Attached is the Village's Official Zoning Map satisfying the statutory requirement to update the map with all of the changes from the previous calendar year by March 31st.

Staff is requesting that the Zoning Map Update be forwarded directly to the Village Board to expedite the changes to the map.

ATTACHMENTS (PLEASE LIST)

PDS Memo, ordinance with exhibit

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 2025-___ An Ordinance Adopting the Village of Bartlett, Illinois Official Zoning Map 2025

Motion

Staff: Kristy Stone, PDS Director

Date: February 11, 2025

PLANNING & DEVELOPMENT SERVICES MEMORANDUM
25-05

DATE: February 11, 2025
TO: Paula Schumacher, Village Administrator
FROM: Andrew Barna, Associate Planner *CB*
RE: **(#25-01) Zoning Map Update**

The following is a list of changes made to the Village of Bartlett's official zoning map during the calendar year of 2024. As stated in the Illinois Compiled Statutes 65 ILCS 5/11-13-19, the village is required to publish a map of all the zoning changes made in the preceding year prior to March 31st. An updated map is attached for your reference.

Staff is requesting that the zoning map update be forwarded directly to the Village Board to expedite the changes to the map.

The following changes were approved and/or recorded in 2024:

1. Promenade (Case #21-18)

Plat of Resubdivision and rezoning from B-3 to B-3 PUD



2024 Zoning Map



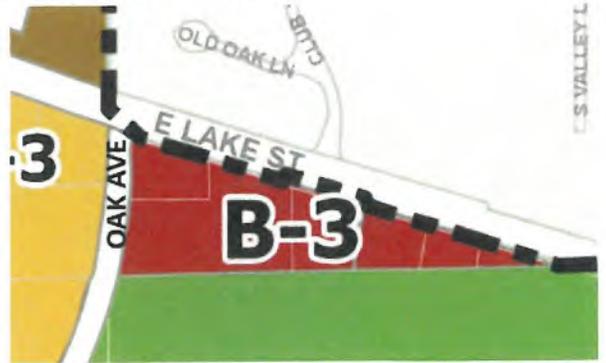
Proposed 2025 Zoning Map

2. 231-251 Lake Street (Case #24-07)

Plat of Annexation, Rezoning from ER-1 to B-3 (upon annexation)



2024 Zoning Map



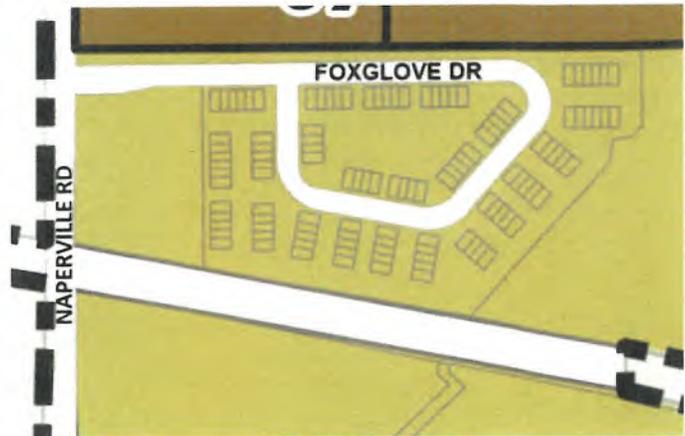
Proposed 2025 Zoning Map

3. Grasslands Townhome Resubdivision (Case #24-15)

Plat of Resubdivision



2024 Zoning Map



Proposed 2025 Zoning Map

Recommendation

1. The staff recommends **approval** of the changes to the official zoning map.
2. An ordinance approving the updates to the official zoning map for 2025 is attached for your review.

ORDINANCE 2025-_____

**AN ORDINANCE ADOPTING THE VILLAGE OF BARTLETT, ILLINOIS
OFFICIAL ZONING MAP 2025**

WHEREAS, it is required by the Illinois Compiled Statutes (65 ILCS 5/11-13-19) that the corporate authorities shall cause to be published no later than March 31st of each year a map clearly showing the existing zoning uses, divisions, restrictions, regulations and classifications of the municipality for the preceding calendar year.

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

SECTION ONE: That the Village of Bartlett hereby adopts and publishes the Village of Bartlett, Illinois-Official Zoning Map 2025 appended hereto as Exhibit A, expressly made a part hereof.

SECTION TWO: That the Village Clerk is hereby authorized and directed to publish this Ordinance, including the Official Zoning Map adopted and approved herein.

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 after its passage, approval and publication in pamphlet form, as required by law.

ROLL CALL VOTE:

AYES:

NAYS:

PASSED: February 18, 2025

APPROVED: February 18, 2025

Kevin Wallace, Village President

ATTEST:

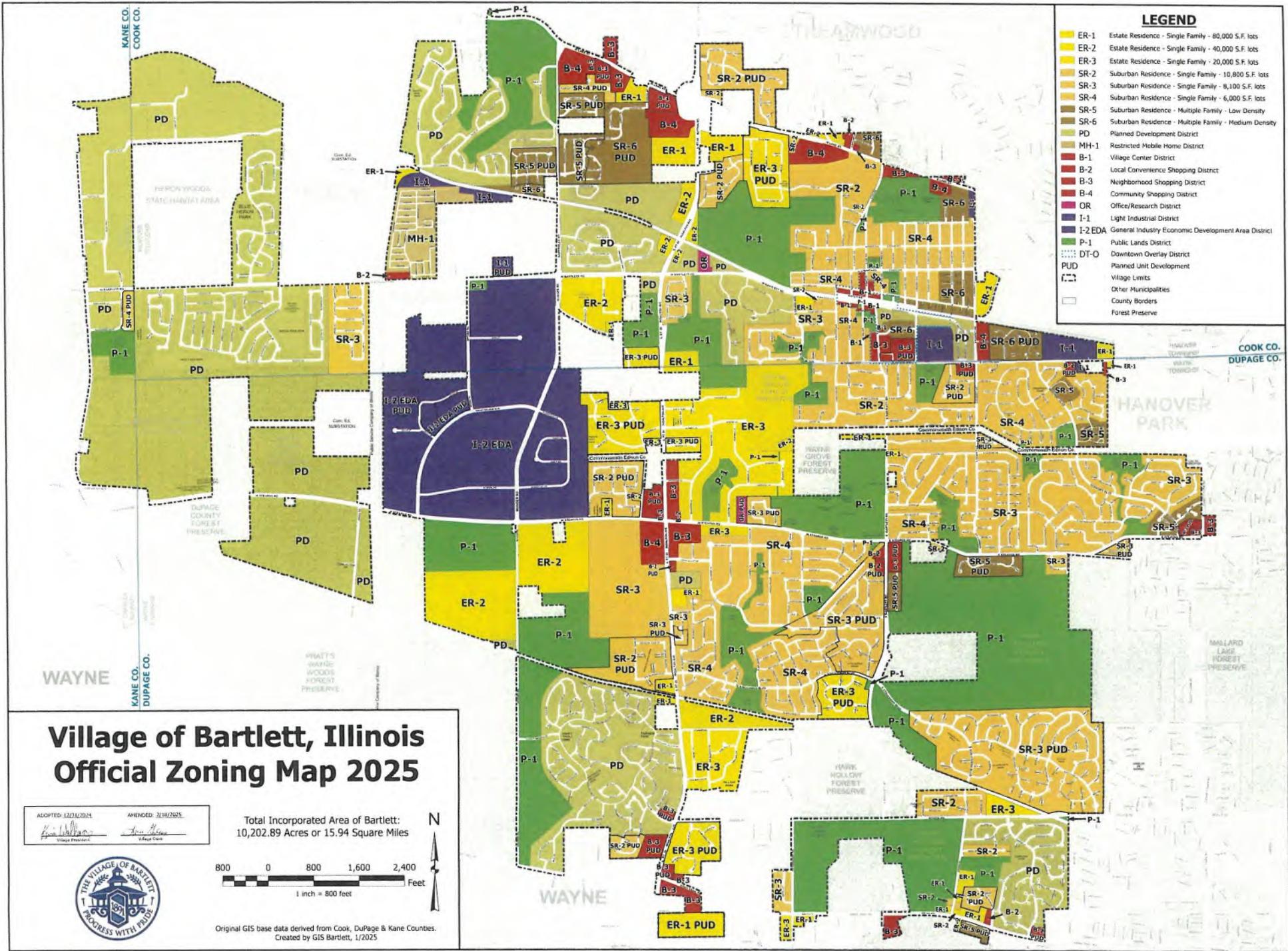
Lorna Giles, Village Clerk

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 2025- _____ enacted on February 18, 2025 and approved on February 18, 2025, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

EXHIBIT A





Agenda Item Executive Summary

AGENDA ITEM: U-46 Developer Donation Request **BOARD OR COMMITTEE:** Board

BUDGET IMPACT

Amount	\$720,505.42	Budgeted	N/A
---------------	--------------	-----------------	-----

Fund: Developer Deposit Fund

Corresponding Activity Measure: Support the school district through the collection of impact fees.

EXECUTIVE SUMMARY

The village received a Request of Release of Developer Contributions to School District U-46 dated September 18, 2024 for the sum of \$720,505.42. Under the Bartlett Donation Ordinance, the village collects money from developers for the impact of their developments on the village and other taxing bodies, including School District U-46, which is held in the village’s Developer Deposit Fund. The balance in that fund as of September 18, 2024 is \$720,505.42. The attached resolution authorizes the payment of that amount to School District U-46 to reimburse it for certain school improvements that are “Qualified Expenditures” as defined in the Bartlett Donation Ordinance.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Maintain positive relationships with all taxing bodies

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Resolution 2025-_____, a resolution granting the U-46 September 18, 2024 request for release of school donations and authorizing the release of \$720,505.42 to U-46 from the Developer Deposit Fund.

Staff: Matt Coulter, Interim Finance Director Date: February 10, 2025

Village of Bartlett
Finance Department Memo
2025 - 01

DATE: February 10, 2025
TO: Paula Schumacher, Village Administrator
FROM: Matt Coulter, Interim Finance Director
SUBJECT: U-46 2024 Developer Donation Request

The village received a Request of Release of Developer Contributions to School District U-46 dated September 18, 2024, for the sum of \$720,505.42.

Under the Bartlett Donation Ordinance, the Village collects money from developers for the impact of their developments on the Village and other taxing bodies, including School District U-46, which is held in the village's Developer Deposit Fund. The balance in that fund as of September 18, 2024, is \$720,505.42. The attached resolution authorizes the payment of that amount to School District U-46 to reimburse it for certain school improvements that are "Qualified Expenditures" as defined in the Bartlett Donation Ordinance.

The Donation Ordinance requires that all funds collected under the Bartlett Donation Ordinance be used solely by U-46 for construction of new schools or capital improvements to schools in Bartlett ("Qualified Expenditures"). These funds are restricted by the Village Code and can only be paid over to U-46 for Qualified Expenditures. These funds may not be used for any other purpose.

Included with the request for the release of donations is a U-46 Developer Contribution Summary showing school district expenditures within the Village and released contributions going back to 2003, all the way up to more recent costs shown for the conversion of Hawk Hallow Middle School. There remains a balance of unreimbursed qualified expenditures greater than the amount of donations available. The attached resolution will authorize the release of \$720,505.42 to U-46 from the Developer Deposits Fund.

MOTION: I move to approve Resolution 2025-_____, a resolution granting the U-46 September 18, 2024, request for release of school donations and authorizing the release of \$720,505.42 to U-46 from the Developer Deposit Fund.

RESOLUTION 2025-

**A RESOLUTION APPROVING THE U-46 SEPTEMBER 18, 2024, REQUEST FOR
RELEASE OF SCHOOL DONATIONS AND AUTHORIZING THE RELEASE
OF \$720,505.42 TO U-46 FROM THE DEVELOPER DONATION FUND**

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

WHEREAS, the Village has adopted the Bartlett Donation Ordinance, codified as Chapter 10 of Title 11 of the Bartlett Municipal Code; and

WHEREAS, pursuant to the Bartlett Donation Ordinance, the Village has collected cash donations from developers to be used to offset the impacts of such developments on the Village and other taxing jurisdictions within the Village, including School District U-46; and

WHEREAS, pursuant to Section 11-10-5(B) of the Bartlett Donation Ordinance, all funds collected from developers for the development of school grounds and site improvements must be used solely for the construction or improvement of schools within the Village; and

WHEREAS, pursuant to Section 11-10-6 of the Bartlett Donation Ordinance, funds collected by the Village from developers for the construction or improvement of schools within the Village are held by the Village Treasurer in the Developer Donation Fund; and

WHEREAS, pursuant to Section 11-10-6 of the Bartlett Donation Ordinance, School District U-46 has submitted a request for release of developer donations currently held by the Village in the Developer Donation Fund, along with evidence that such donations are being used to reimburse School District U-46 for expenses incurred in the construction and improvement of schools within the Village of Bartlett.

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

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

SECTION TWO: **Approval.** The request dated September 18, 2024, from School District U-46 for the release of developer donations for reimbursement to U-46

toward the construction of new schools and capital improvement to schools within the Village, which request is supported by the School District U-46 Developer Contribution Summary for the Village of Bartlett, which is attached hereto as Exhibit A, is hereby approved as the expenses shown therein are qualified expenditures under the Bartlett Donation Ordinance.

SECTION THREE: Authorization. The Village Treasurer/Finance Director is hereby authorized and directed to release the sum of \$720,505.42 from the Developer Donation Fund, which was the balance in said Fund as of September 18, 2024, to School District U-46 as reimbursement for qualified expenses pursuant to the Bartlett Donation Ordinance.

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2025-_____ enacted on February 18, 2025, and approved on February 18, 2025, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**INDEMNIFICATION AGREEMENT BETWEEN SCHOOL DISTRICT U-46
AND THE VILLAGE OF BARTLETT**

THIS AGREEMENT is made between the VILLAGE OF BARTLETT and SCHOOL DISTRICT U-46 on the 2th day of January 2025

RECITALS:

WHEREAS, the Village of Bartlett (the "Village") and School District U-46 (the "District") have authority pursuant to the Illinois Constitution (Ill.Const.Art.VII, Sec.10) and the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) to enter into agreements to exercise powers and functions in any manner not prohibited by law; and

WHEREAS, the Village previously adopted Ordinance No. 96-63 on July 16, 1996, Ordinance No. 98-40 on May 5, 1998, Ordinance No. 2000-57 on May 16, 2000, Ordinance No. 2000-129 on December 5, 2000, Ordinance No. 2001-142 on November 6, 2001, Ordinance No. 2003-72 on June 17, 2003, Ordinance No. 2007-50 on May 15, 2007, Ordinance 2013-69 on September 3, 2013, and Ordinance No. 2017-101 on August 15, 2017, all entitled "An Ordinance Amending the Bartlett Subdivision Ordinance to Provide for Land and Cash Donations by Developers" (collectively, the "Ordinances"), requiring certain subdividers and developers to make a land dedication or a cash contribution in lieu of land, and cash donations for school construction, for the use and purposes of the District in providing increased school land and facilities attributable to specific developments; and

WHEREAS, the Ordinances require the District to enter into an agreement indemnifying and holding harmless the Village from any costs or expenses incurred, related to or arising from the Ordinances as a condition of receipt of the dedication or contribution required;

NOW, THEREFORE, the District and the Village, in consideration of the adoption of the Ordinances and as a condition to distribution of the dedications or contributions received thereunder, agree as follows:

1. The District hereby agrees to indemnify and hold harmless the Village from any loss, claims and causes of action of every kind incurred by, or brought against, the Village as a result, either directly or indirectly, of the passage of or enforcement of the Ordinances, or any of them, insofar as the challenged provisions pertain to the District or the District's use, or failure to use, funds collected on behalf of and/or paid to the District, including any costs incurred as a result of a lawsuit brought or threatened by the District. If the Village is sued by any subdivider or developer as a result, directly or indirectly, with respect to any of the foregoing losses, claims or causes of action, the Village shall tender defense to the District or may, at its option, undertake the defense, and all reasonable litigation costs, including reasonable attorneys' fees, shall be reimbursed by the District within thirty (30) days of receipt by the District of the Village's itemized bill for such costs and fees. The Village shall notify the District in writing within ten (10) business days of service of any such lawsuit of its decision to tender or assume defense of the lawsuit.

2. If the District uses funds, or fails to use funds and does not return them, in violation of the provisions of the Ordinances, the Village may sue the District and shall be entitled to recover as part of the judgment therein, or any settlement thereof, all reasonable costs and expenses, including reasonable attorneys' fees, incurred by the Village.

3. The District shall not sue the Village for any claim arising, directly or indirectly, out of the passage of the Ordinances or the administration or enforcement thereof, except to the extent the Village willfully fails to pay funds due the District within 60 days of the District's request. Said 60 day period shall not begin to run until the District has furnished the Village with the

documentation and any additional documentation required by the Village under Section 11-10-6(C) of the Village Code. However, if the District sues the Village and final judgment is entered in favor of the Village, the District shall reimburse the Village for its reasonable costs of defense, including reasonable attorneys' fees. The Village's refusal to pay based on its determination that funds have not been used for the limited purposes of, and in accordance with, the Ordinances, shall not be considered a willful failure to pay, provided that the Village's refusal was reasonable and in good faith and that the Village notified the District, in writing, of the specified reasons for the refusal within ten days of such action.

4. The Village may withhold delivery of any dedication or contribution required by the Ordinances pending compliance with these indemnification provisions, up to the amount due the Village or reasonably estimated to be due the Village in satisfaction of the District's indemnity obligations under this Agreement.

5. This Agreement shall survive amendment or repeal of the Ordinances to the extent that actions are taken by the Village subsequent to such amendment or repeal to accept dedications or contributions from subdividers or developers for the benefit of the District under the Ordinances.

6. This Agreement sets forth the entire understanding of the Village and the District and May only be amended, modified or terminated by written agreement of the Village and District.

7. All notices required pursuant to this Agreement shall be in writing and must be served either personally, or by certified mail, as follows:

For the Village:

Paula Schumacher, Village Administrator
Village of Bartlett
228 South Main Street
Bartlett, Illinois, 60103

For the District:

Dr. Suzanne Johnson, Superintendent of Schools
School District U-46
355 East Chicago Street
Elgin, Illinois, 60120

8. This Agreement shall be binding on the successors and assigns of the Village and the District. Notwithstanding the foregoing provision, this Agreement shall not be assigned by any party without the prior written consent of the other party.

9. The invalidity of any provision herein shall not impair the validity of any other Provision. Such invalid provision shall be deemed severable and the remaining provisions may be enforced with such provision severed.

IN WITNESS THEREOF, the duly authorized representatives of the District and the Village execute this Agreement on the first date shown above.

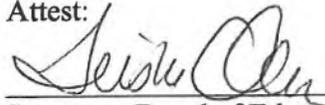
For the District:

By:



President, Board of Education

Attest:



Secretary, Board of Education

For the Village:

By:

Village President

Attest:

Village Clerk



Agenda Item Executive Summary

AGENDA
ITEM:

Metra Station & Town Center
Landscape Design/Build Project

BOARD OR
COMMITTEE:

Board

BUDGET IMPACT

Amount	\$2,796,875.00	Budgeted	\$2,698,000.00
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Fund: Metra Grant & General Fund	Corresponding Activity Measure: Budget & Implement Downtown Streetscape Beautification & Landscaping
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EXECUTIVE SUMMARY

At the January 7th Board Meeting, Christopher B. Burke Engineering, LTD (CBBEL) and Teska Associates presented the 60% design for the downtown landscape enhancements scheduled for Metra, Town Center, and Railroad Ave. sidewalk. CBBEL has implemented the ideas and suggestions of the Board into this design. It was also discussed that the best way to implement this project would be the design/build route.

CBBEL has solicited bids for the work and has recommended Martam Construction to perform the work on this project. Utilizing the design/build approach for the specialty type enhancements that are going to be incorporated into the design is the best option for successfully completing the projects. The contract will be under Burke, LLC.

The total amount also accounts for \$340,000 in allowances for sound system, extension of stream, sign, swing seating, and colored uplighting options in case the Village decides to add any additional items to the project.

RECOMMENDATION

Village staff recommend entering into the design/build contract with Burke, LLC.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Contract

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Continue the business recruitment strategy to attract development to invest in the downtown area and provide options

for businesses to locate to Bartlett.

Budget & Implement Downtown Streetscape and Beautification & Landscaping

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: Motion to approve Resolution #25 - _____ - R, A RESOLUTION APPROVING THE DOWNTOWN STREETScape IMPROVEMENTS DESIGN-BUILD AGREEMENT WITH BURKE, LLC.

Staff: Tyler Isham, Assistant Director of Public Works

Date:

February 10, 2025

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: Metra Station & Town Center Landscape Design/Build Project
Date: February 10, 2025

At the January 7th Board Meeting, Christopher B. Burke Engineering, LTD (CBBEL) and Teska Associates presented the 60% design for the downtown landscape enhancements scheduled for Metra, Town Center, Depot Museum, and Railroad Ave. sidewalk. CBBEL has implemented the ideas and suggestions of the Board into this design. It was also discussed that the best way to implement this project would be the design/build route.

CBBEL completed its own qualified bidding process for the work. The low bidder was Martam Construction. Utilizing the design/build approach for the specialty type enhancements that are going to be incorporated into the design is the best option for successfully completing the projects. The contract will be under Burke, LLC.

The total amount also accounts for \$340,000 in allowances for sound system, extension of stream, sign, swing seating, and colored uplighting options in case the Village decides to add any additional items to the project.

This project includes:

- Continue the sidewalk and brick paver pattern along Railroad Ave and Main Street, extending from More Brewing to Village Hall
- Update of landscape and hardscape at the Depot Museum and area south of tracks between Oak and Metra Station
- Complete renovation of Town Center Plaza, including a new water feature, updated landscaping, seating, and improved lighting

RECOMMENDATION:

Staff recommend entering into the design/build contract with Burke, LLC.

MOTION:

I move to approve Resolution 2025-_____ - R, A RESOLUTION APPROVING THE DOWNTOWN STREETScape IMPROVEMENTS DESIGN-BUILD AGREEMENT WITH BURKE, LLC.

RESOLUTION 2025 - _____

**A RESOLUTION APPROVING THE DOWNTOWN STREETScape IMPROVEMENTS
DESIGN-BUILD AGREEMENT WITH BURKE, LLC.**

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

SECTION ONE: The Agreement for Professional Engineering Services and Construction between the Village of Bartlett and Burke, LLC. dated February 18, 2025 (the "Agreement") for the Village Hall Downtown Streetscape Improvements Design-Build (the "Project Work"), in the amount of \$2,796,875.00 as set forth in the agreement attached hereto and incorporated herein, is hereby approved.

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

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

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

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full

force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: February 18, 2025

APPROVED: February 18, 2025

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2025 - _____ enacted on February 18, 2025 and approved on February 18, 2025 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



**STANDARD FORM OF AT-RISK CONSTRUCTION MANAGEMENT
CONTRACT FOR DESIGNER-LED DESIGN-BUILD PROJECT**

OWNER: Village of Bartlett
228 S. Main Street
Bartlett, IL 60103

CONSTRUCTION MANAGER: Burke, LLC
9575 West Higgins Road
Suite 600
Rosemont, IL 60018-4920

PROJECT: **Metra and Town Center Project**

CONTRACT DATE: 2/18/2025

GUARANTEED MAXIMUM PRICE: \$ 2,796,875.00

SUBSTANTIAL COMPLETION DATE: 12/1/2025

ARTICLE 1 - RELATIONSHIP OF THE PARTIES

- 1.1 Relationship. The Relationship between the Owner and the Construction Manager with regard to the Project shall be one of good faith and fair dealing. The Construction Manager agrees to provide the design, construction, management and administration services as set forth in greater detail below. It is understood, acknowledged and agreed by the parties that the relationship of the Construction Manager to the Owner arising out of this Contract shall be that of an independent contractor. Neither Construction Manager, nor any employee or agent of Construction Manager, is an employee, partner, joint venturer, and/or agent of the Owner, and therefore is not entitled to any benefits provided to employees of the Owner.
- 1.2 Engineer. The Engineer for the Project is Christopher B. Burke Engineering, Ltd., a separate company and legal entity closely affiliated with the Construction Manager.

ARTICLE 2 - DEFINITIONS

- 2.1 Contract Documents. The Contract Documents consist of:
- .1 Change Orders and written amendments to this Contract signed by both the Owner and Construction Manager;
 - .2 This Contract;
 - .3 Surveys, geo-technical information and other information provided by the Owner pursuant to this Contract;
 - .4 The Plans prepared by CBBEL dated 1/10/2025, and Specifications, including any Addenda thereto.

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the Documents shall govern in the order in which they are listed above.

- 2.2 Day. A "Day" shall mean one calendar day.
- 2.3 Hazardous Material. A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, remediation and/or cleanup.
- 2.4 Owner. The Owner for the purposes of this Contract is the **Village of Bartlett**, Illinois, an Illinois municipal corporation.
- 2.5 Subcontractor. A Subcontractor is a person or entity who has an agreement with the Construction Manager to perform any portion of the Work, and includes vendors or material suppliers but does not include the Engineer, any separate contractor employed by the Owner, or any separate contractor's subcontractor.
- 2.5 Substantial Completion. Substantial Completion of the Work, or of a designated portion of the Work, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can begin to occupy or utilize the Project, or the designated portion, for the use for which it is intended.

- 2.6 Subsubcontractor. A Subsubcontractor is a person or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's work.
- 2.7 The Work. The Work consists of all of the construction, procurement and administration services to be performed by the Construction Manager and the Subcontractors under this Contract, as well as any other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

ARTICLE 3 - CONSTRUCTION MANAGER'S RESPONSIBILITIES

- 3.1 Commencement. The Construction Manager may commence the Work upon execution of this Contract. The parties contemplate that by mutual agreement, the Construction Manager may commence certain portions of the Work, such as procurement of long lead-time items and site preparation, prior to execution of this Contract in reliance on the Price/Schedule Guarantee.
- 3.2 General Requirements. The Construction Manager shall perform those portions of the Work that the Construction Manager customarily performs with its own personnel. All other portions of the Work shall be performed by Subcontractors or under other appropriate agreements with the Construction Manager. The Subcontractor selection process shall be as set forth in Article 4. The Construction Manager shall exercise reasonable skill and judgment in the performance of the Work. The Construction Manager shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of this Contract which govern performance of the Work.
- 3.3 Schedule. The Construction Manager shall maintain in written form a schedule of the Work and provide such schedule to the Owner. The schedule shall indicate the dates for the start and completion of various stages of the construction and shall be revised as required by the conditions of the Work. The schedule may contain dates when information, decisions and approvals are required from the Owner; and both the Owner and the Construction Manager agree to use their best efforts to diligently comply with the time requirements of the schedule.
- 3.4 Meetings. The Construction Manager shall schedule and conduct meetings at which the appropriate parties can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.
- 3.5 Reports. The Construction Manager shall provide monthly written reports to the Owner on the progress of the Work which shall include the current status of the Work in relation to the construction schedule as well as adjustments to the construction schedule necessary to meet the Substantial Completion date. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner upon reasonable advance notice.
- 3.6 Cost Control. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities and progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances

between actual and estimated costs and report the variances to the Owner in the monthly written reports.

- 3.7 Permits. The Construction Manager shall provide reasonable assistance to the Owner relative to the Owner's obligation to secure the permits necessary for construction of the Project, as set forth in Art. 6.1.3, below.
- 3.8 Safety. The Construction Manager shall take necessary precautions for the safety of its employees on the Project and shall comply with all applicable provisions of federal, state and local safety laws and regulations to prevent accidents or injuries to persons on or adjacent to the Project site. The Construction Manager, directly or through its Subcontractors, shall erect and properly maintain necessary safeguards for the protection of workers and the public. However, the Construction Manager shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from any work at the Project site being performed by someone other than the Construction Manager, a Subcontractor or Subsubcontractor. The Engineer shall have no responsibility for safety programs or precautions in connection with the Work and shall not be in charge of or have any control over any construction means, methods, techniques, sequences or procedures.
- 3.9 Cleanup. The Construction Manager shall keep the site of the Work free from debris and waste materials resulting from the Work. At the completion of the Work, the Construction Manager or its Subcontractors shall remove from the site of the Work all construction equipment, tools, surplus materials, waste materials and debris.
- 3.10 Hazardous Materials. The Construction Manager shall not be obligated to commence or continue Work, until any known or suspected Hazardous Material discovered at the Project site has been removed or rendered or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency. The Construction Manager shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material. The Construction Manager shall not be required to perform any Work relating to or in the area of known or suspected Hazardous Material without written mutual agreement and shall resume Work in the area affected by any Hazardous Material only upon written agreement between the parties after the Hazardous Material has been removed or rendered harmless. If the Construction Manager incurs additional costs and/or is delayed due to the presence of known or suspected Hazardous Material, the Construction Manager shall be entitled to a Change Order equitably adjusting the Guaranteed Maximum Price and/or the date of Substantial Completion.
- 3.11 Intellectual Property. The Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Construction Manager and incorporated in the Work. The Construction Manager shall defend, indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. The Owner agrees to defend, indemnify and hold the Construction Manager harmless from any suits or claims of infringement of any patent rights arising out of any patented materials, methods or systems selected, required or specified by the Owner.
- 3.12 Completion. At or promptly after the date of Substantial Completion, the Construction Manager shall secure required certificates of inspection, testing or approval and deliver them to the Owner; collect all written warranties and equipment manuals and deliver them to the Owner; with the

assistance of the Owner's maintenance personnel, direct the checkout of utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing; provide the Owner with a set of record drawings which the Construction Manager shall have maintained throughout the Project; and prepare and forward to the Owner a punch list of items of Work yet to be completed.

- 3.13 Indemnification. To the fullest extent permitted by law, the Construction Manager shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the Construction Manager arising out of the performance of the Work by the Construction Manager. The Construction Manager hereby agrees to indemnify and hold harmless the Owner, its elected and appointed officials, officers, agents, representatives, and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Village, its officials, agents and employees, whether by direct suit or third parties, due to the negligent or willful act or omission of the Construction Manager arising in or in consequence of the performance of this work by the Construction Manager. The Construction Manager shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith; and, if any judgment shall be rendered against the Owner, its officials, agents and employees, in any such action, the Construction Manager shall, at its own expense, satisfy and discharge the same. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Construction Manager to indemnify the Owner, its officials, agents and employees for their own negligent acts or omissions.

In the event any such claim, lawsuit, or action is asserted, any such money due the Construction Manager under and by virtue of the contract as shall be deemed necessary by the Owner for the payment thereof, may be retained by the Owner for said purpose, or in case no money or insufficient money is due to satisfy such claim, lawsuit, or action, the Construction Manager's Surety shall remain liable for any payment therefor until any such lawsuit, action or claim has been settled or has been fully judicially determined and satisfied.

No inspection by the Owner, its employees or agents shall be deemed a waiver by the Owner of full compliance with the requirements of the contract. This indemnification shall not be limited by the required minimum insurance coverages provided in the contract.

- 3.14 Overtime Work. Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, and subject to Art. 7.5.2 hereof, all work at the site shall be performed during regular working hours; and the Construction Manager will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Owner's written consent, which shall not be unreasonably withheld, given after prior written notice. Regular working hours shall be a consecutive eight-hour period between the hours of seven o'clock (7:00) A.M. and five o'clock (5:00) P.M., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction work shall be performed before the hour of seven o'clock (7:00) A.M. and after the hour of nine o'clock (9:00) P.M. without the Owner's written consent, which shall not be unreasonably withheld, given after prior written notice.
- 3.15 Selection of Labor. The Construction Manager shall comply with all Illinois statutes pertaining to the selection of labor.
- 3.16 Employment of Illinois Workers During Periods of Excessive Unemployment. Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month

immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Construction Manager shall employ only Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Construction Manager and approved by the Owner. The Construction Manager may place no more than three of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

3.17 Equal Employment Opportunity. During the performance of this Contract, the Construction Manager agrees as follows:

- .1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- .2 That, if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability of minorities and women in the area(s) 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 underutilized.
- .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, national origin, ancestry, age, marital status, physical or mental handicap or 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 collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Construction Manager's obligations under the Illinois Human Rights Act and the Owner's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Construction Manager in its efforts to comply with such Act and Rules and Regulations, the Construction Manager will promptly notify the Illinois Department of Human Rights and the Owner and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- .5 That it will submit reports as required by the Owner of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Owner or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Owner'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 Illinois Department of Human Rights for purposes of investigation to ascertain 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 this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Contract, the Construction Manager will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the Owner and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Construction Manager will not utilize any subcontractor declared by the Owner to have failed to comply with this Equal Employment Opportunity provision.

3.18 Sexual Harassment Policy. The Construction Manager shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

3.19 Veterans Preference Act. The Construction Manager shall comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*).

3.20 Wages of Employees on Public Works. This Contract is subject to the Prevailing Wage Act (820 ILCS 130/), or "An act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works," approved June 26, 1941, as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the Federal law, order, or ruling shall govern.

Not less than the prevailing rate of wages as found by the Owner or the Illinois Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under this contract. These prevailing rates of wages are included in this Contract.

The Construction Manager and each subcontractor shall keep an accurate record showing the names and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons. Any increase in costs to the Construction Manager due to changes in the prevailing rate of wage during the terms of this Contract shall be at the expense of the Construction Manager and Construction Manager agrees to defend, indemnify, and hold harmless the Owner from any and all claims, damages, fines, fees and penalties arising out of non-compliance with the Prevailing Wage Act.

The submission by the Construction Manager and each subcontractor of payrolls, or copies thereof, may be reasonably required by the Owner and the Construction Manager shall promptly submit these requested documents. The Construction Manager and each subcontractor shall preserve their weekly payroll records for a period of three years from the date of completion of this Contract.

3.21 Confidentiality of Information. Any documents, data, records, or other information relating to the project and all information secured by the Construction Manager from the Owner in connection with the performance of services, unless in the public domain, shall be kept confidential by the Construction Manager and shall not be made available to third parties without written consent of the Owner, unless so required by court order.

3.22 Certifications.

- .1 Illinois Taxes. The Construction Manager shall certify that its members holding more than five percent (5%) of the outstanding membership interest of the limited liability company, its officers and managers are, not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
- .2 Bid Rigging. The Construction Manager shall certify that its members holding more than five percent (5%) of the outstanding membership interest of the limited liability company, its officers and managers have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.
- .3 Drug-free Workplace. The Construction Manager shall certify that it will provide a drug-free workplace by:
 - .1 Publishing a statement:
 - .1 Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Construction Manager's workplace;
 - .2 Specifying the actions that will be taken against employees for violations of such prohibition;
 - .3 Notifying the employee that, as a condition of employment on such contract, the employee will:
 - .1 abide by the terms of the statement; and
 - .2 notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - .2 Establishing a drug-free awareness program to inform employees about:
 - .1 the dangers of drug abuse in the workplace;
 - .2 the Construction Manager's policy of maintaining a drug-free workplace;
 - .3 any available drug counseling, rehabilitation, and employee assistance program; and
 - .4 the penalties that may be imposed upon employees for drug violations;
 - .3 Making it a requirement to give a copy of the statement required by subparagraph 3.23.3.1 to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;
 - .4 Notifying the Owner within ten (10) days after receiving notice under subparagraph 3.23.3.1.3.2 from an employee or otherwise receiving actual notice of such conviction;

- .5 Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- .6 Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- .7 Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

.4 Educational Loan. The Construction Manager shall certify that its members holding more than five percent (5%) of the outstanding membership interest of the limited liability company, its officers and managers are, not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

.5 Human Rights Number. The Construction Manger shall certify that at the time the Construction Manager was awarded this Contract, the Construction Manager had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.

.6 Conflict of Interest. At the time the Construction Manager was awarded this Contract, the Construction Manager shall certify that no Owner's officer, spouse or dependent child of an Owner's officer, agent on behalf of any Owner's officer or trust in which an Owner's officer, the spouse or dependent child of an Owner's officer or a beneficiary is a holder of any interest in the Construction Manager; or, if the Construction Manager's stock is traded on a nationally recognized securities market, that no Owner's officer, spouse or dependent child of an Owner's officer, agent on behalf of any Owner's officer or trust in which an Owner's officer, the spouse or dependent child of an Owner's officer or a beneficiary is a holder of more than one percent (1%) of the Construction Manager, but if any Owner's officer, spouse or dependent child of an Owner's officer, agent on behalf of any Owner's officer or trust in which an Owner's officer, the spouse or dependent child of an Owner's officer or a beneficiary is a holder of less than one percent (1%) of such Construction Manager, the Construction Manager has disclosed to the Owner in writing the name(s) of the holder of such interest.

.7 Gift Ban.

.1 At the time the Construction Manager was awarded this Contract, the Construction Manager shall certify that no officer or employee of the Owner has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Construction Manager in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code; and

.2 At the time the Construction Manager was awarded this Contract, the Construction Manager shall certify that it has not given to any officer or employee of the Owner any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable

to the government employment or the official position of the employee or officer in violation of Section 15.02 of Chapter 15 of the Elmhurst Municipal Code.

- .8 Substance Abuse Prevention. At the time the Construction Manager was awarded this Contract, the Construction Manager shall certify that in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Construction Manager is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- .9 Presidential Executive Order 13224. At the time the Construction Manager was awarded this Contract, the Construction Manager shall certify that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Construction Manager and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.
- .10 Freedom of Information Act. At the time the Construction Manager was awarded this Contract, the Construction Manager acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the Owner; and therefore, within thirty (30) days of completion of the work required of the Construction Manager under this agreement, the Construction Manager shall produce to the Owner, in electronic format, all records that directly relate to the governmental function performed by the Construction Manager under this agreement at no additional cost to the Owner; and furthermore, the Construction Manager shall review its records and promptly produce to the Owner any additional records in the Construction Manager's possession which the Owner requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Construction Manager shall produce to the Owner such records within three (3) business days of a request for such records from the Owner at no additional cost to the Owner.

ARTICLE 4 - SUBCONTRACTS

- 4.1 General. Work subject to this Contract not performed by the Construction Manager with its own forces shall be performed by Subcontractors or Subsubcontractors. The Construction Manager shall be responsible for management of the Subcontractors in the performance of their Work.
- 4.2 Selection. The Construction Manager shall subcontract with Subcontractors and with suppliers of materials or equipment fabricated to a special design for the Work, and shall manage the delivery of the work to the Owner. **The Construction Manager has specifically selected the subcontractors based on their experience with work of a similar scope and performance on past projects similar in scope. Subcontractors selected have experience with municipal demolition, parking lot construction and EV charger installation projects.** The Owner may designate specific persons or entities from whom the Construction Manager shall subcontract. However, the Owner may not prohibit the Construction Manager from subcontracting with other qualified bidders.

- .1 If the Construction Manager recommends to the Owner the acceptance of a particular subcontractor who is qualified to perform that portion of the Work and has submitted a price which conforms to the requirements of the Contract Documents without reservations or exceptions, and the Owner requires that a different price be accepted, then a Change Order shall be issued adjusting the Substantial Completion Date and the Guaranteed Maximum Price by the difference between the price of the subcontract recommended by the Construction Manager and the subcontract that the Owner has required be accepted.
 - .2 The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has a reasonable objection, or with anyone who is otherwise unqualified to perform the Work.
- 4.3 Assignment. The Construction Manager shall provide for assignment of Subcontract Agreements in the event that the Owner terminates this Contract for cause. Following such termination, the Owner shall notify in writing those Subcontractors whose assignments will be accepted, subject to the rights of sureties, if any.
- 4.4.1 Subcontracts. The Construction Manager shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Owner's reasonable requirements or objections as to form and content.
- 4.5 Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

ARTICLE 5 - CONSTRUCTION MANAGER'S WARRANTIES

- 5.1 One-Year Warranty. The Construction Manager warrants that all materials and equipment furnished under this Contract will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials; and the Construction Manager agrees to correct all construction performed under this Contract which proves to be defective in workmanship or materials. These warranties shall commence on the date of Substantial Completion of the Work or of a designated portion thereof and shall continue for a period of one year therefrom or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.
- 5.2 Materials Specified By Owner. The products, equipment, systems or materials incorporated in the Work at the direction or upon the specific request of the Owner shall be covered exclusively by the warranty of the manufacturer and are not otherwise warranted under this Contract.
- 5.3 Other Warranties. **ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.**

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1 Information and Services. The Owner shall provide:
- .1 All necessary information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations;

- .2 Inspection and testing services during construction as required by the law or as mutually agreed;
 - .3 Any necessary approvals, rezoning, easements and assessments, permits, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including any legal and other required services; and
 - .4 any other information or services stated in the Contract Documents as being provided by the Owner.
- 6.2 Reliance. The Construction Manager shall be entitled to rely on the completeness and accuracy of the information and services required by paragraph 6.1 above, and the Owner agrees to provide such information and services in a timely manner so as not to delay the Work.
- 6.3 Notice of Defect. If the Owner becomes aware of any error, omission or other inadequacy in the Contract Documents or of the Construction Manager's failure to meet any of the requirements of the Contract Documents, or of any other fault or defect in the Work, the Owner shall give prompt written notice to the Construction Manager; however, the Owner's failure to provide notice shall not relieve the Construction Manager of its obligations under this Contract.
- 6.4 Communications. The Owner shall communicate with the Subcontractors and Subsubcontractors only through the Construction Manager. The Owner shall have no contractual obligations to any Subcontractors or Subsubcontractors.
- 6.5 Owner's Representative. The Owner's Representative for this Project is Public Works Director, who shall be fully acquainted with the Project; shall be the conduit by which the Owner furnishes the information and services required of the Owner; and shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice, provided, however, that the Owner's Representative shall not have authority to increase the Contract Price by more than \$10,000.00 nor to extend the Substantial Completion Date. Authority to increase the Contract Price by more than \$10,000.00 or to extend the Substantial Completion Date may only be exercised by written Change Order signed by the Public Works Director and authorized by a due and proper vote of the City Council. If the Owner changes its representative, the Owner shall notify the Construction Manager in advance in writing.

ARTICLE 7 - CONTRACT TIME

- 7.1 Execution Date. The parties contemplate that this Contract will be fully executed on or before the contract date identified on the first page of this contract. A delay in the Owner's execution of this Contract which postpones the commencement of the Work shall require a Change Order equitably adjusting the Substantial Completion Date.
- 7.2 Substantial Completion. The date of Substantial Completion of the Work shall be the Substantial Completion Date identified on the first page of this Contract, as adjusted in accordance with the provisions of this Contract. Time shall be of the essence of this Contract. "Contract Time" means the measurement of time between the Execution Date, as defined in Art. 7.1 hereof, and the Substantial Completion Date, as defined in Art. 7.2 hereof
- 7.3 Delays. If causes beyond the Construction Manager's control delay the progress of the Work, then the Contract Price and/or the Substantial Completion Date shall be modified by Change Order as appropriate. Such causes shall include but not be limited to: changes ordered in the Work, acts

or omissions of the Owner or separate contractors employed by the Owner, the Owner's preventing the Construction Manager from performing the Work pending dispute resolution, the discovery of Hazardous Materials or differing site conditions, adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, labor disputes, or unavoidable accidents or circumstances. In the event that delays to the Project are encountered for any reason, the Owner and the Construction Manager both agree to undertake reasonable steps to mitigate the effect of such delays.

7.4 Inclement Weather. The Substantial Completion Date shall not be extended due to normal inclement weather. Unless the Construction Manager can substantiate to the satisfaction of the Owner that there was greater than normal inclement weather considering the full term of the Contract Time and using the most recent ten-year average of accumulated record mean values from climatological data compiled by the United States Department of Commerce National Oceanic and Atmospheric Administration for the locale of the project and that such alleged greater than normal inclement weather actually delayed the Work or portions thereof which had an adverse material effect on the Substantial Completion Date, the Construction Manager shall not be entitled to an extension of the Substantial Completion Date. If the total accumulated number of calendar days lost due to inclement weather from the start of work until substantial completion exceeds the total accumulated number to be expected for the same time period from the aforesaid data and the Owner grants the Construction Manager an extension of time, the Substantial Completion Date shall be extended by the appropriate number of calendar days.

7.5 Responsibility for Completion. The Construction Manager, through its Subcontracts, shall furnish such employees, materials and equipment as may be necessary to ensure the prosecution and completion of the Work in accordance with the construction schedule. Subject to paragraphs 7.3 and 7.4 hereof, if the Work is not being performed in accordance with the construction schedule and it becomes apparent from the schedule that the Work will not be completed within the Contract Time, the Construction Manager shall, as necessary to improve the progress of the Work, take some or all of the following actions, at no additional cost to the Owner:

- .1 Increase the number of workers in such crafts as necessary to regain the lost progress;
- .2 Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing to regain the lost progress.

In addition, the Owner may require the Construction Manager to prepare and submit a recovery schedule demonstrating the Construction Manager's plan to regain the lost progress and to ensure completion within the Contract Time. If the Owner finds the proposed recovery plan is not satisfactory, the Owner may require the Construction Manager to undertake any of the actions set forth in this paragraph 7.5, without additional cost to the Owner.

7.6 Failure to Prosecute the Work. The failure of the Construction Manager to substantially comply with the requirements of paragraph 7.5 may be considered grounds for a determination by the Owner that the Construction Manager has failed to prosecute the Work with such diligence to ensure completion of the Work within the Contract Time and that, pursuant to paragraph 11.2, the Construction Manager has materially breached this Contract.

ARTICLE 8 - PAYMENT

- 8.1 Guaranteed Maximum Price. The sum of the Cost of Work and the Construction Manager's Fee including professional services is guaranteed by the Construction Manager not to exceed the price listed on page 1, subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. The Construction Manager's Fee shall be increased proportionally with the Cost of Work for any Change Orders in accordance with this Contract. The Contractor's Fee will not be reduced as the result of a Change Order. In the event the Cost of Work plus the Construction Manager's Fee including professional services shall total less than the Guaranteed Maximum Price as adjusted by Change Orders, the resulting savings (with the exception of the Owners Allowance balance) shall be shared equally between the Owner and the Construction Manager, and the Owner shall make payment of the Construction Manager's portion upon Final Completion of the Work. In the event that the Cost of Work plus the Construction Manager's Fee including professional services exceeds the Guaranteed Maximum Price as adjusted by Change Orders, then the Owner shall pay no more than the Guaranteed Maximum Price as adjusted by Change Orders. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.
- 8.2 Compensation. For the Construction Manager's performance of the Work, the Owner shall pay the Construction Manager in current funds the sum of the Cost of the Work as defined in this Article plus the Construction Manager's Fee.
- 8.3 Progress Payments. Prior to submitting the first Application for Payment, the Construction Manager shall provide a Schedule of Values reasonably satisfactory to the Owner consisting of a breakdown of the Contract Price by trade or appropriate category. On or before the fifteenth day of each month after the Work has been commenced, the Construction Manager shall submit to the Owner an Application for Payment in accordance with the Schedule of Values based upon the Work completed and materials stored on the site or at other locations approved by the Owner. Within thirty (30) days after receipt of each monthly Application for Payment, the Owner shall approve or disapprove the Application for Payment. When safety or quality assurance testing is necessary before consideration of the Application for Payment, and such testing cannot be completed within thirty (30) days after receipt of the Application for Payment, approval or disapproval of the Application for Payment shall be made upon completion of the testing or within sixty (60) days after receipt of the Application for Payment, whichever occurs first. If an Application for Payment is disapproved, the Owner shall notify the Construction Manager in writing. If an Application for Payment is approved, the Owner shall pay directly to the Construction Manager the appropriate amount for which Application for Payment was made, less amounts previously paid by the Owner within thirty (30) days after approval. The Owner's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed to be an acceptance of any Work not conforming to the requirements of the Contract Documents.
- .1 With each Application for Payment the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence reasonably required by the Owner to demonstrate that cash disbursements or obligations already made or incurred by the Construction Manager on account of the Work equal or exceed (1) progress payments already received by the Construction Manager less (2) that portion of those payments attributable to the Construction Manager's Fee plus (3) payrolls and other costs for the period covered by the present Application for Payment.
- .2 Each Application for Payment shall be based upon the most recent Schedule of Values submitted by the Construction Manager in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown

as a single separate item. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may reasonably require and shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

.3 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

.4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.

.3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in paragraph 8.2 or, if the Construction Manager's Fee is stated as a fixed sum in that paragraph, shall be an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.

.4 Subtract the aggregate of previous payments made by the Owner.

.5 Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than five percent (5%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

.6 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

8.4 Progress Payment Documentation. The Construction Manager shall supply and each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner:

- (A) a duly executed and acknowledged sworn statement showing all Subcontractors with whom the Construction Manager has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor in the requested progress payment and the amount to be paid to the Construction Manager from such progress payment, together with similar sworn statements from all Subcontractors and, where appropriate, from sub-Subcontractors;
- (B) duly executed waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the Subcontractor or material supplier of all such obligations to cover the full amount of the Application for Payment from each and every Subcontractor and suppliers of material or labor to release the Owner of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the Owner without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the Owner of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. The Construction Manager shall indemnify and save the Owner harmless from all claims of Subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work;
- (C) sworn statements or lien waivers supporting the Application for Payment submitted late by the Construction Manager to the Owner will result in the Application for Payment not being processed until the following month.

8.5 Late Payments. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et. seq.*)

8.6 Title. The Construction Manager warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner free and clear of all liens, claims, security interests or encumbrances upon receipt of such payment by the Construction Manager.

8.7 Final Payment. Final Payment shall be due and payable when the Work is fully completed. Before issuance of any final payment, the Owner may request satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Work have been or will be paid or otherwise satisfied. In accepting final payment, the Construction Manager waives all claims except those previously made in writing and which remain unsettled. In making final payment, the Owner waives all claims except for outstanding liens, improper workmanship or defective materials appearing within one year after the date of Substantial Completion, and terms of any special warranties required by the Contract Documents.

.1 The amount of the final payment shall be calculated as follows:

.1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.

.2 Subtract the aggregate of previous payments made by the Owner. If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner.

.2 The Owner's accountants will review and report in writing on the Construction Manager's

final accounting within 30 days after delivery of the final accounting to the Owner by the Construction Manager. Based upon such Cost of the Work as the Owner's accountants report to be substantiated by the Construction Manager's final accounting, the Owner will, within seven (7) days after receipt of the written report of the Owner's accountants, either make final payment as requested to the Construction Manager, or notify the Construction Manager in writing of the Owner's reasons for withholding part or all of the requested final payment.

- .3 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Paragraph 8.7 and not excluded by Paragraph 8.8 (1) to correct nonconforming Work, or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

8.8 Cost of the Work. The term "Cost of the Work" shall mean costs incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall be the sum of the Construction Manager's subcontracts identified in the Schedule of Values. The Cost of the Work shall include the items set forth below.

.1 Labor costs.

- .1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's agreement, at off-site locations.
- .2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when engaged in performance of the Work.
- .3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work.
- .4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work.

.2 Subcontract costs. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

.3 Costs of materials and equipment incorporated in the completed construction.

- .1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
- .2 Costs of materials described above in excess of those actually installed but

required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager, with the amounts realized, if any, from such sales credited to the Owner as a deduction from the Cost of the Work.

.4 Costs of other materials and equipment, temporary facilities and related items.

- .1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work, and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager.
- .2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof.
- .3 Costs of removal of debris from the site.
- .4 Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.
- .5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

.5 Miscellaneous costs.

- .1 That portion directly attributable to this Contract of premiums for insurance and bonds.
- .2 Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.
- .3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager has paid or is required by the Contract Documents to pay.
- .4 Fees of testing laboratories for tests required by the Contract Documents or advisable in the Construction Manager's discretion.
- .5 Expenses and time incurred investigating potential changes in the Work.
- .6 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal

judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent.

- .7 Data processing costs related to the Work.
- .8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
- .9 Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work.
- .10 Expenses incurred in accordance with the Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.

.6 Other costs. Other costs incurred in the performance of the Work.

.7 Emergencies and repairs to damaged or nonconforming work.

- .1 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
- .2 Costs incurred in repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers.

.8 Professional Service Fees. Fees shall be Lump Sum as identified in Schedule of Values and shall be attached as "Cost of Work".

8.9 Non-Reimbursable Costs. The Cost of the Work shall not include any of the following.

.1 The Cost of the Work shall not include:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in paragraph 8.7.1, unless such personnel are directly engaged in the performance of the Work.
- .2 Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Paragraph 8.7.
- .3 Overhead and general expenses, except as may be expressly included in Paragraph 8.7.
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
- .5 The Construction Manager's Fee.

- .6 The payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois from which the Owner as a unit of local government is exempt.
 - .7 Costs which would cause the Guaranteed Maximum Price to be exceeded, except as otherwise provided for in this Contract.
 - .2 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured. Amounts which accrue to the Owner shall be credited to the Owner as a deduction from the Cost of the Work.
- 8.10 Accounting Records. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. The accounting and control systems shall be reasonably satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access, upon advance written notice, to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.
- 8.11 Payment Approval. The Owner may disapprove a payment, in whole or in part, or because of subsequent observations, nullify any progress payment previously made, to such extent as may be necessary, in its opinion, to protect its interests due to:
- .1 Defective work not remedied;
 - .2 Third party claims or reasonable evidence indicating the probable filing of such claims;
 - .3 Failure to make payments to subcontractors for labor, materials or equipment;
 - .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Guaranteed Maximum Price;
 - .5 Failure to prosecute the Work with sufficient workers, materials, and/or equipment;
 - .6 Failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9 - CHANGES

- 9.1 Change Orders. Changes in the Work which are within the general scope of this Contract may be accomplished by Change Order without invalidating this Contract. A Change Order is a written instrument, issued after execution of this Contract and signed by the Owner and Construction Manager, stating their agreement upon a change and any adjustment in the Guaranteed Maximum Price and/or the date of Substantial Completion. The Construction Manager shall not be obligated to perform changed Work until the Change Order has been executed by the Owner and Construction Manager.

- 9.2 Costs. An increase or decrease in the Guaranteed Maximum Price resulting from a change in the Work shall be determined by one or more of the following methods:
- .1 Unit prices as set forth in this Contract or as subsequently agreed (but if the original quantities are altered to a degree that application of previously agreed unit prices would be inequitable to either the Owner or the Construction Manager, the Unit Prices shall be equitably adjusted);
 - .2 A mutually accepted, itemized lump sum;
 - .3 Time and materials.

Construction Manager's fee, as set forth in Art. 8.2 hereof, shall be proportionately increased in all Change Orders that increase the Guaranteed Maximum Price, but shall not be proportionately decreased by a Change Order that decreases the Guaranteed Maximum Price. If the parties cannot agree on the price term of a Change Order, then the Change Order will be calculated on the basis of actual time and materials costs incurred. If at the Owner's request the Construction Manager incurs substantial costs or time investigating a proposed change which is never ultimately made, the Guaranteed Maximum Cost and Substantial Completion Date shall be equitably adjusted.

- 9.3 Unknown Conditions. If in the performance of the Work, the Construction Manager finds latent, concealed or subsurface physical conditions which differ from the conditions the Construction Manager reasonably anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Contract, then the Guaranteed Maximum Price and/or the Substantial Completion Date shall be equitably adjusted by Change Order within a reasonable time after the conditions are first observed.
- 9.4 Claims. For any claim for an increase in the Guaranteed Maximum Price and/or an extension in the date of Substantial Completion, the Construction Manager shall give the Owner written notice of the claim within twenty-one (21) days after the Construction Manager first recognizes the condition giving rise to the claim. Except in an emergency, notice shall be given before proceeding with the Work. In any emergency affecting the safety of persons and/or property, the Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in Guaranteed Maximum Price and/or Date of Substantial Completion resulting from such claim shall be effectuated by Change Order.

ARTICLE 10 - INSURANCE AND BONDING

- 10.1 The Construction Manager's Insurance. The Construction Manager shall obtain and maintain insurance coverage and provide evidence of such insurance at Owner's request, for the following claims which may arise out of the performance of this Contract, whether resulting from the Construction Manager's operations or by the operations of any Subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable:
- .1 workers' compensation, disability benefit and other employee benefit claims under acts applicable to the Work;
 - .2 under applicable employer's liability law, bodily injury, occupational sickness, disease or death claims of the Construction Manager's employees;

- .3 bodily injury, sickness, disease or death claims for damages to persons not employed by the Construction Manager;
- .4 usual personal injury liability claims for damages directly or indirectly related to the person's employment by the Construction Manager or for damages to any other person;
- .5 damage to or destruction of tangible property, including resulting loss of use, claims for property other than the work itself and other property insured by the Owner;
- .6 bodily injury, death or property damage claims resulting from motor vehicle liability in the use, maintenance or ownership of any motor vehicle;
- .7 contractual liability claims involving the Construction Manager's indemnity obligations; and
- .8 loss due to errors or omission with respect to provision of professional services under this Agreement, including engineering services.

10.2 The Construction Manager's liability insurance shall be written for not less than the following limits of liability:

Commercial General Liability Insurance

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Agg.	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage (any one fire)	\$ 100,000
Medical Expenses, each person	\$ 10,000

Comprehensive Automobile Liability Insurance

Combined Single Limit, each accident	\$1,000,000
or	
Bodily Injury (per person)	\$1,000,000
Bodily Injury (per accident)	\$1,000,000
Property Damage (per accident)	\$1,000,000

Worker's Compensation & Employer's Liability

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$ 500,000 each accident
Bodily Injury by Disease	\$ 500,000 policy limit
Bodily Injury by Disease	\$ 500,000 each employee

Commercial Umbrella/Excess Liability

Each Occurrence	\$4,000,000
Aggregate	\$4,000,000

Professional Liability

Each Occurrence	\$2,000,000
-----------------	-------------

Aggregate

\$2,000,000

10.3 Liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy. The policies shall contain a provision that coverage will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Owner. Certificates of insurance showing required coverage to be in force shall be provided to the Owner prior to commencement of the Work.

Products and Completed Operations insurance shall be maintained for a minimum period of at least one year after the date of Substantial Completion or final payment, whichever is earlier.

10.4 Primary Insurance. The Construction Manager's insurance shall be primary insurance as respects the Owner and Engineer. Any insurance or self-insurance maintained by the Owner and Engineer shall be excess of Construction Manager's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and Engineer.

10.5 Acceptability of Insurers. The insurance carrier(s) used by the Construction Manger shall have a minimum insurance rating of A:VII according to the AM Best Insurance Rating Schedule.

10.6 The Owner's Insurance. The Owner shall obtain and maintain property insurance in a form reasonably acceptable to the Construction Manager upon the entire Project for the full cost of replacement at the time of any loss. This insurance shall include as named insureds the Owner and Construction Manager, Engineer, Subcontractors and Subsubcontractors. This insurance shall insure against loss from the perils of fire and extended coverage, and shall include "all risk" insurance for physical loss or damage including without duplication of coverage, at least: theft, vandalism, malicious mischief, transit, collapse, falsework, temporary buildings, debris removal, flood, earthquake, testing, and damage resulting from defective design, workmanship or material. The Owner shall increase limits of coverage, if necessary, to reflect estimated replacement cost. The Owner shall be responsible for any co-insurance penalties or deductibles. If the Owner occupies or uses a portion of the Project prior to its Substantial Completion, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and the Construction Manager and to which the insurance company or companies providing the property insurance have consented by endorsing the policy or policies. This insurance shall not be canceled or lapsed on account of partial occupancy. Consent of the Construction Manager to such early occupancy or use shall not be unreasonably withheld. Upon the Construction Manager's request, the Owner shall provide the Construction Manager with a copy of all policies before an exposure to loss may occur. Copies of any subsequent endorsements shall be furnished to the Construction Manager.. The Owner shall give written notice to the Construction Manager before commencement of the Work if the Owner will not be obtaining property insurance. In that case, the Construction Manager may obtain insurance in order to protect its interest in the Work as well as the interest of the Engineer, Subcontractors and Subsubcontractors in the Work. The Guaranteed Maximum Price shall be increased by the cost of this insurance through Change Order.

10.7 Property Insurance Loss Adjustment. Any insured loss shall be adjusted with the Owner and the Construction Manager and made payable to the Owner and Construction Manager as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause. Upon the occurrence of an insured loss, monies received will be deposited in a separate account; and the trustees shall make distribution in accordance with the agreement of the parties in interest, or in the absence of such agreement, in accordance with the dispute resolution provisions of this Contract. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted for resolution pursuant to the dispute resolution provisions of this Contract.

10.8 Bonds. The Construction Manager shall furnish bonds covering faithful performance of the Contract, exclusive of the aggregate of the Construction Manager's Fee and the Engineer's Fee, and payment

of the obligations arising thereunder. Bonds may be obtained through the Construction Manager's, or subcontractor's usual source and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to 100% of the Guaranteed Maximum Price, less the aggregate of the Construction Manager's Fee and the Engineer's Fee. The Construction Manager shall deliver the required bonds to the Owner at least three days before commencement of any Work at the Project site.

ARTICLE 11 - TERMINATION

11.1 By the Construction Manager. Upon seven (7) days' written notice to the Owner, at the address provided on the cover page of this Contract, the Construction Manager may terminate this Contract for any of the following reasons:

- .1 if the Work has been stopped for a sixty (60) day period;
 - a. under court order or order of other governmental authorities having jurisdiction;
 - b. because of the Owner's failure to pay the Construction Manager in accordance with this Agreement;
- .2 if the Work is suspended by the Owner for sixty (60) days;
- .3 if the Owner otherwise materially breaches this Contract.

Upon termination by the Construction Manager in accordance with this paragraph, the Construction Manager shall be entitled to recover from the Owner payment for all Work completed and for Work partially completed.

11.2 By the Owner.

- .1 This Agreement may be terminated by the Owner upon seven (7) days' written notice to the Construction Manager, at the address provided on the cover page of this Contract, provided that, should this Agreement be terminated by the Owner, the Construction Manager shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the Owner. Within five (5) days after notification and request, the Construction Manager shall deliver to the City Engineer all property, books and effects of every description in its possession belonging to the Owner.
2. This Agreement may additionally be terminated by the Owner upon seven (7) days' written notice to the Construction Manager upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:
 - a. If the Construction Manager violates or breaches the terms of this Agreement.
 - b. If the Construction Manager commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the Construction Manager takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;

- c. If a petition is filed against the Construction Manager under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the Construction Manager under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
 - d. If the Construction Manager makes a general assignment for the benefit of creditors;
 - e. If a trustee, receiver, custodian or agent of the Construction Manager is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the Construction Manager is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Construction Manager's creditors;
 - f. If the Construction Manager admits in writing an inability to pay its debts generally as they become due.
- .3 Delivery of Documents. Upon termination, the Construction Manager shall deliver to the Owner copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the Owner. In such case, the Construction Manager shall be paid for all services and any expense sustained, less all costs incurred by the Owner to have the services performed which were to have been performed by the Construction Manager.
- .4 Suspension by Owner. The Owner may, at any time, by written order to the Construction Manager (Suspension of Services Order) require the Construction Manager to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, the Construction Manager shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The Owner, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order.

ARTICLE 12 - DISPUTE RESOLUTION

This Agreement shall be construed under and governed by the laws of the state of Illinois; and all actions brought to enforce the dispute resolution provisions of this Agreement shall be so brought in the Circuit Court of Cook County, State of Illinois.

ARTICLE 13 - LIQUIDATION AND LIMITATION OF LIABILITY

- 13.1 Late Completion. In the event that the Work is not Substantially Complete by the date set forth in this Contract, then promptly after receiving Final Payment, the Construction Manager shall pay to the Owner as liquidated damages a sum equal to Two Hundred Dollars (\$200.00) for each day that the Work is late in reaching Substantial Completion.
- 13.2 Limitation of Liability. The Owner acknowledges that the Construction Manager is a limited liability company and agrees that any claim made by the Owner arising out of or pertaining to this Contract shall be made against only the Construction Manager and not against any member, manager, director, officer, employee or agent of the Construction Manager or any other company affiliated with the Construction Manager.

- 13.4 Consequential Damages. Notwithstanding anything to the contrary in this Contract, in no event shall the Construction Manager or any of its Subcontractors be liable for consequential loss or damage, including but not limited to loss of use or profits, and the Owner hereby releases the Construction Manager and its Subcontractors from any such liability.

ARTICLE 14 - MISCELLANEOUS

- 14.1 Project Sign. The Owner agrees that the Construction Manager and Engineer will be properly identified and will be given appropriate credit on all signs, press releases and other forms of publicity for the Project. Owner will permit the Construction Manager and Engineer to photograph and make other reasonable use of the Project for promotional purposes, subject to the written approval of the Owner.
- 14.2 Notices. Notices to the parties shall be given at the addresses provided on the cover page of this Contract by mail or fax. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth in the cover page of this Contract during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; or (c) via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.
- 14.3 Integration. This Contract is solely for the benefit of the parties, and no one is intended to be a third party beneficiary hereto. This Contract represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral.
- 14.4 Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Illinois, without application of its conflicts-of-laws provisions.
- 14.5 Severability. The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.
- 14.6 Assignment. Neither party to this Contract shall assign the Contract as a whole without written consent of the other, except that the Owner may collaterally assign this Contract to a lender if required to secure financing for this Project.
- 14.7 Existing Contract Documents. A list of the Plans, Project Manual, Specifications and Addenda in existence at the time of execution of this Contract is attached as an exhibit to this Contract.

Owner:

Village of Bartlett
228 S. Main St.
Bartlett, IL 60103

Contractor:

Burke, LLC
9575 W. Higgins Road, Suite 600
Rosemont, IL 60018

By: _____ Date: _____ By: _____ Date: _____
Principal

Attest: _____ Date: _____

Metra Station and Town Center Enhancements
Bartlett, Illinois
 Exhibit A - Summary Schedule of Values

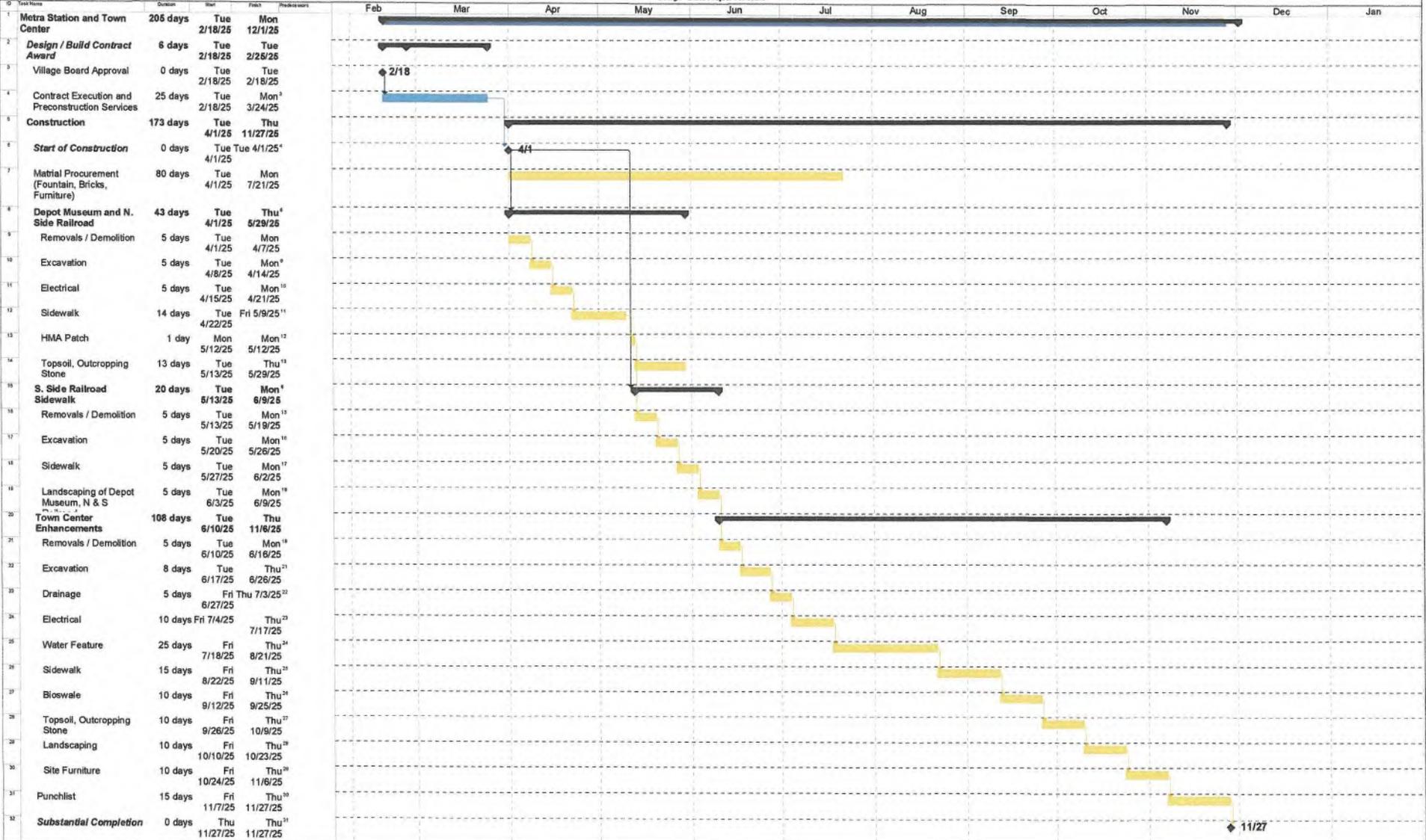


Item	Contract Value	
Metra Station and Town Center Enhancements	\$	2,456,875
Landscape Architect Construction Assistance and Additional Design	\$	45,000
Construction	\$	2,125,000
Construction Management	\$	212,500
General Conditions (Insurance OH and Profit)	\$	74,375
Owners Allowance	\$	340,000
Allowance	\$	150,000
Sign Allowance	\$	50,000
Swing Allowance	\$	80,000
Color Controlled Tree Uplights	\$	60,000
Contract Price		\$ 2,796,875

Assumptions/Qualifications and Clarifications:

1. We assume that the on site soils are clean. If it is determined that the existing soils are contaminated, then a change order shall be warranted to cover the additional cost.

EXHIBIT B
Village of Bartlett
Metra Station and Town Center Project
Design - Build Project Schedule





Agenda Item Executive Summary

AGENDA ITEM: Illinois Public Works Mutual Aid Agreement

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount	\$250.00 annually	Budgeted	\$250.00
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Fund: Professional Development	Corresponding Activity Measure: N/A
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EXECUTIVE SUMMARY

The purpose of the Illinois Public Works Mutual Aid Network (IPWMAN) is to provide a system of mutual aid to participating public work agencies.

The Village of Bartlett has been a member of IPWMAN since its inception in 2009 and although we have not needed to utilize deployment we have assisted other communities annually for the past five years. In the past 2 years we have assisted Roselle and Geneva with trucks to haul brush and have assisted Streamwood with a chipper truck and staff.

IPWMAN has updated its mutual aid agreement and bylaws stating that mutual aid is not just for emergencies but also day-to-day operations and training opportunities, such as borrowing equipment from another municipality, or conducting FEMA trainings. IPWMAN has transitioned management from IPWMAN Inc. To IPWMAN, an intergovernmental agency.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Maintain positive relationships with other taxing districts

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 2025-_____, a resolution authorizing an intergovernmental agreement for participation in the Illinois Public Works Mutual Aid Network (IPWMAN)

Staff: Mike Warmus Street Division Supervisor

Date: February 18, 2025

Memo

To: Paula Schumacher, Village Administrator
From: Mike Warmus, Street Division Supervisor
Subject: **Illinois Public Works Mutual Aid Network (IPWMAN) Agreement**
Date: February 18, 2025

The Illinois Public Works Mutual Aid Network (IPWMAN) was organized in 2009 to coordinate mutual aid for public work-related agencies for requesting assistance in the form of personnel, equipment, or materials.

IPWMAN has updated its mutual aid agreement and bylaws stating that mutual aid is not just for emergencies but also day-to-day operations and training opportunities such as borrowing equipment from another municipality, or conducting FEMA trainings. IPWMAN has transitioned management from IPWMAN Inc. to IPWMAN, an intergovernmental agency.

Membership in IPWMAN would provide the Village of Bartlett with access to public works resources that would be invaluable during a major disaster. I recommend the Village board approve the attached resolution authorizing the execution of the Illinois Public Works Mutual Aid Network Agreement.

Motion

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICPATION IN THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK (IPWMAN)

Mjw/attachments

RESOLUTION 2025 - _____

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR
PARTICIPATION IN THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK
(IPWMAN)**

WHEREAS, the Illinois Public Works Mutual Aid Network (IPWMAN) was organized beginning in 2009 to coordinate mutual aid. The system is designed to facilitate all levels of mutual aid from day-to-day non-emergent sharing of resources to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master IPWMAN intergovernmental agreement IPWMAN has grown exponentially to its current composition of over 400 Illinois member agencies; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges, or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the “Intergovernmental Cooperation Act”, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Village President and Board of Trustees of the Village of Bartlett have determined that it is in the best interests of the Village and its residents to enter into the Illinois Public Works Mutual Aid Network Agreement to secure to each the benefits of public works mutual aid and assistance.

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: INCORPORATION OF RECITALS. That the recitals set forth above are incorporated here by reference.

SECTION TWO: APPROVAL OF AGREEMENT. That the Illinois Public Works Mutual Aid Network Agreement is hereby approved, and the Mayor/President and the Clerk/Secretary be and are hereby authorized and directed to execute the Illinois Public Works Mutual Aid Network Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: February 18, 2025

APPROVED: February 18, 2025

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 2025 - _____ -R enacted on February 18, 2025, and approved on February 18, 2025, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

An Intergovernmental Agreement Providing for Membership in the Illinois Public Works Mutual Aid Network Agreement

This Intergovernmental Public Works Agreement (hereinafter "Agreement") is entered into by and among Village of Bartlett ("Participating Agency") and the other participating public agencies that have also executed this Agreement (collectively, the "Parties" and individually a "Party").

WHEREAS, by executing this Agreement, Participating Agency has manifested its intent to participate in the program for mutual aid and assistance, hereinafter entitled the "Illinois Public Works Mutual Aid Network (IPWMAN)"; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (hereinafter "Act") authorize units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Act provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties may voluntarily agree to participate in mutual aid and assistance activities conducted pursuant to IPWMAN and the Interstate Emergency Management Assistance Compact (EMAC); and

WHEREAS, the Parties eligible to voluntarily participate in IPWMAN include, without limitation: municipalities, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other public agency, as defined by the Act, that performs a public works function; and

WHEREAS, the Parties are units of local government as defined by the Constitution of the State of Illinois and public agencies as defined by the Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential natural and man-made disasters; and

WHEREAS, the Parties wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies; and

WHEREAS, the Parties may also provide mutual aid and assistance to one another on a day-to-day basis during non-emergencies pursuant to this Agreement; and

NOW, THEREFORE, the Parties agree as follows:

SECTION I: PURPOSE

IPWMAN is hereby established to provide a method whereby a Party in need of mutual aid assistance may request aid and assistance from the other Parties in the form of personnel, equipment, materials or other associated services as necessary. The purpose of this Agreement is to formally document such a program.

SECTION II: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

- A. "*AGENCY*" means any municipality, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other public agency that performs a public works function that has entered into and abides by the provisions as found in this Agreement.
- B. "*AID AND ASSISTANCE*" includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response during disasters and non-emergency situations, including training exercises to prepare for situations requiring mutual aid and assistance.
- C. "*AUTHORIZED REPRESENTATIVE*" means a Party's employee who has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is to be listed on the contact list maintained by IPWMAN. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.
- D. "*BOARD OF DIRECTORS*" is a group of representatives from the Parties to this Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network.
- E. "*BOARD MEMBER*" is a representative of the IPWMAN serving on the Board of Directors.
- F. "*DISASTER*" means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the

control or resources of the services, personnel, equipment and facilities of a Party that requires assistance under this Agreement, and may be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. "IPWMAN" is the acronym for the Illinois Public Works Mutual Aid Network.

H. "LOCAL EMERGENCY" is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an Agency.

I. "GENERAL MUTUAL AID" means aid and assistance provided during non-emergency conditions.

J. "MUTUAL AID RESOURCE LIST" means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan as approved by the Board of Directors, or its designee.

K. "NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)" a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

L. "PARTY" means an Agency which has adopted and executed this Agreement.

M. "PERIOD OF ASSISTANCE" means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from a disaster, local emergency, or period of general mutual aid, as previously defined.

N. "RESPONDING AGENCY" means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

O. "REQUESTING AGENCY" means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

SECTION III: RESPONSIBILITY OF PARTIES

A. *PROVISION OF AID.* Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT.* The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES.* All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES.* All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP.* To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

SECTION IV: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; engage in joint training exercises; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the IPWMAN Operational Plan.

SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through the IPWMAN Operational Plan.

SECTION VII: SUPERVISION AND CONTROL

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory

personnel through the IPWMAN Operational Plan.

SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance, renewability, and recall through the IPWMAN Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. *PERSONNEL* - Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* - Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* - Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* - Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* - Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested for more than five (5) calendar days, the Responding Agency may submit an itemized invoice to the Requesting Agency seeking reimbursement of the cost incurred for personnel, traveling employees, equipment, materials and supplies. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for

personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

SECTION XI: WORKERS' COMPENSATION

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

SECTION XIII: INDEMNIFICATION

Each Party hereto agrees to waive all claims against all other Parties for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement but only if such claim is not a result of gross negligence or willful misconduct by another Party or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Responding Agency and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Responding Agency; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Responding Agency. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory under any circumstances, including, without limitation, that the local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION XV: NOTICE OF CLAIM OR SUIT

Any Party that becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XVI: AMENDMENTS

Any member may propose amendment of this Agreement. Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments approved by majority vote of the Board of Directors will be sent to the members for consideration at a duly called meeting held at least 45 days after the Secretary, or designee, has sent the proposed amendment by paper document or electronically to each member. Any proposed amendment receiving the affirmative vote of at least three-fifths (60%) of the members present at the meeting shall be sent to the membership for adoption by the governing body of each member. Failure of a member's governing body to adopt any amended agreement within 120 days of receipt of the proposed amended agreement will signify a Party's withdrawal from the Agreement.

SECTION XVII: ADDITIONAL PARTIES

Additional Agencies may become Parties to this Agreement, provided that such Agencies:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to the Board of Directors.
- (3) Provide the name and title of an authorized representative to the Board of Directors.
- (4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

SECTION XVIII: NOTICES

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within one hundred and twenty (120) days of said amended agreement will signify a Party's withdrawal from the Agreement pursuant to Section XVI of this Agreement. Any Party that fails to meet its obligations in accordance with this Agreement or the IPWMAN bylaws may have its participation in IPWMAN terminated by a two-thirds vote of the Board of Directors pursuant to 2.4 of the IPWMAN by-laws.

SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

SECTION XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XXIV: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION XXV: PRIOR IPWMAN AGREEMENTS

All prior IPWMAN agreements for mutual aid and assistance between the Parties hereto are suspended and superseded by this Agreement. It is specifically understood and agreed that this Agreement is intended to reorganize IPWMAN's governing structure to a Board of Directors of the Intergovernmental Agency rather than of a not-for-profit corporation as provided in the By-Laws attached to this Agreement as Exhibit A. The By-Laws are specifically incorporated here by reference. All prior acts of the Board of Directors are hereby declared to be those of IPWMAN, an Intergovernmental Agency.

SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Signature Page

Approved and executed this 18 day February of 2025.

For the Agency (Insert Name): Village of Bartlett

By: _____

Its: Kevin Wallace, Village President

Attest

By: _____

Its: Lorna Giles, Village Clerk

APPROVED

On behalf of the Illinois Public Works Mutual Aid Network

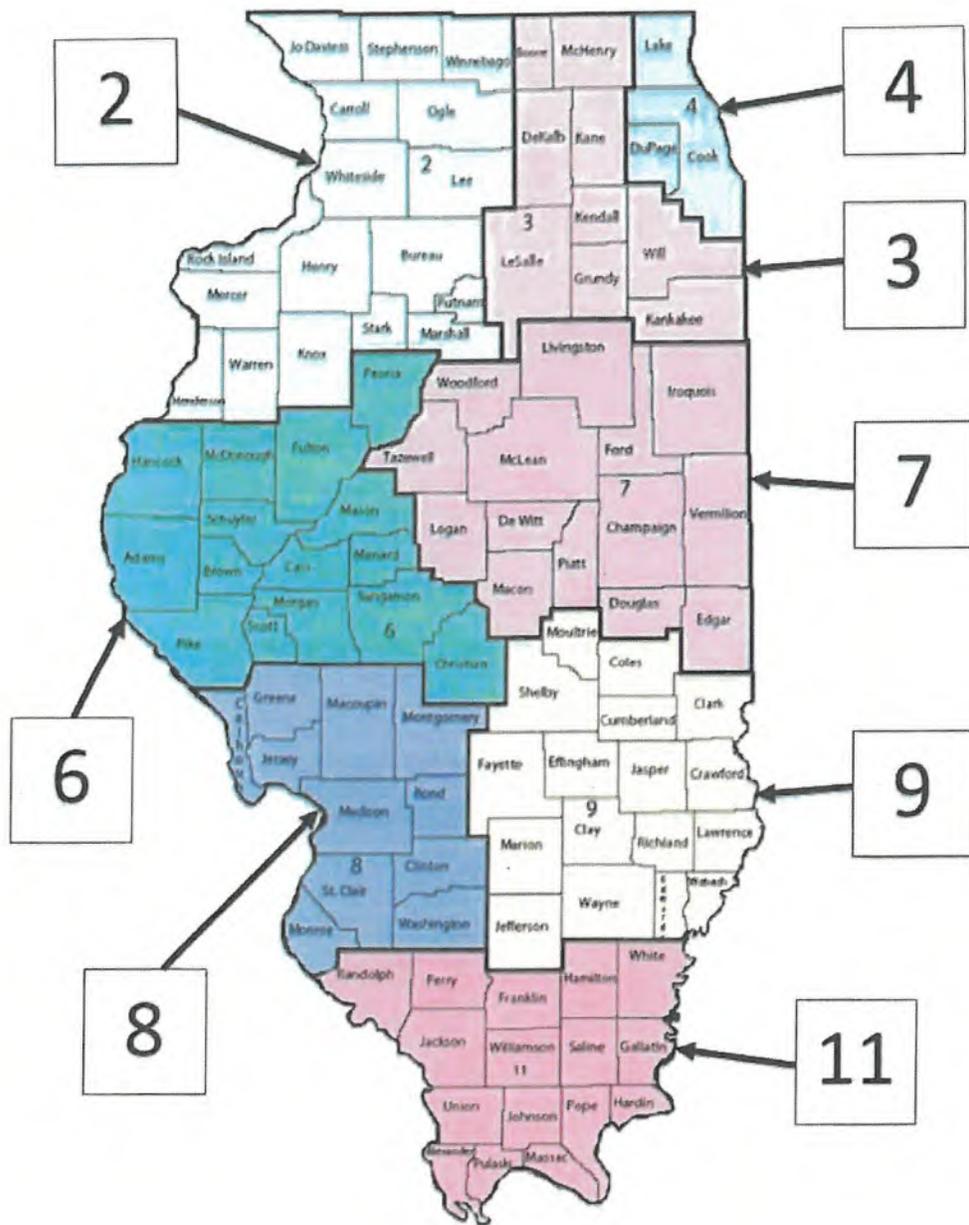
Approved and executed this 18 day of February 2025.

By: _____
Vince Kilcullen
President, IPWMAN Board of Directors

Attest: _____
Joe Cronin
Secretary, IPWMAN Board of Directors

Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended by the IPWMAN Board of Directors on June 16, 2010. Amended by the IPWMAN Board of Directors on October 22, 2024.

Exhibit 1—IPWMAN Region Map



IPWMAN Region Map



Agenda Item Executive Summary

AGENDA ITEM: Natural Gas Purchase

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount	\$Varies	Budgeted	Yes
Fund: Various Funds		Corresponding Activity Measure: Continue to seek grants and evaluate fee structures	

EXECUTIVE SUMMARY

Our current natural gas contract agreement expires in November 2025 therefore, we are looking at finding the best time to bid out for natural gas pricing. The Village works with a private energy advisor, Satori Energy, to review our usage and secure competitive pricing from 3rd party suppliers.

Due to the volatility in natural gas prices, our advisor is recommending a not-to-exceed approval for the account below:

- Less than or equal to \$0.52/therm for Village Accounts

Based on preliminary pricing they have received from the suppliers, they believe we should be able to be less than this rate and save money in the long run. With this approval, our advisor will go out to bid for natural gas prices when the market looks favorable and we will be able to lock in the prices immediately. This is very similar to what was done the last time we went out for pricing for electric.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Mainatin 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 ordinance 2025- ____ AN RESOLUTION APPROVING OF THE PURCHASE OF NATURAL GAS BY THE VILLAGE OF BARTLETT AT A PRICE NOT-TO-EXCEED \$0.52/therm.

Staff: Dan Dinges, Director of Public Works

Date: February 11, 2025

PUBLIC WORKS MEMO



DATE: February 11, 2025

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Natural Gas Purchase

Our franchise agreement with Nicor remains in place, thus the Village receives an annual renewal payment towards natural gas use. Natural gas used for pump stations, the wastewater treatment plant, and Bartlett Hills is set at market rates. Fixing the cost of natural gas at a guaranteed market rate over the course of a contract helps us provide stability to our budgets for these accounts. This is very similar to what we do with our electric contracts.

Our current contract agreement expires in November 2025 therefore, we are looking at finding the best time to bid out for natural gas pricing. The Village works with a private energy advisor, Satori Energy, to review our usage and secure competitive pricing from 3rd party suppliers.

Due to the volatility in natural gas prices, our advisor is recommending a not-to-exceed approval for the account below:

- Less than or equal to \$0.52/therm for Village Accounts

Based on preliminary pricing they have received from the suppliers, they believe we should be able to be less than this rate and save money in the long run. With this approval, our advisor will go out to bid for natural gas prices when the market looks favorable and we will be able to lock in the prices immediately. This is very similar to what was done the last time we went out for pricing for electric.

MOTION:

I move the Village Board approve Resolution 2025 - _____, a Resolution Approving of the Purchase of Natural Gas by the Village of Bartlett at a Price Not-to-Exceed \$0.52/therm.

RESOLUTION 2025 - _____

**A RESOLUTION APPROVING OF THE PURCHASE OF NATURAL GAS
BY THE VILLAGE OF BARTLETT AT A PRICE NOT TO EXCEED \$0.52/therm**

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 Natural Gas Supply Agreement between the Village of Bartlett and the low bidder as determined by the Village's energy consultant through the Metropolitan Energy Collaborative, Satori Energy, in form as approved by the Village Attorney (the "Agreement"), at a cost not to exceed \$0.52/therm for Village Accounts, as determined by the Village Finance Director and the Village Administrator, is hereby approved.

SECTION TWO: That the Director of Public Works and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett, provided it is executed within the next 365 days.

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

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

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force

and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: February 18, 2025

APPROVED: February 18, 2025

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 2025 - _____ enacted on February 18, 2025, and approved on February 18, 2025, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

AGENDA ITEM: Electricity Purchase - Pumping Accounts **BOARD OR COMMITTEE:** Board

BUDGET IMPACT

Amount	\$Varies	Budgeted	Yes
Fund: Various Funds		Corresponding Activity Measure: Continue to seek grants and evaluate fee structures	

EXECUTIVE SUMMARY

The Village works with a private energy advisor, Satori Energy, to review our usage and secure competitive pricing from 3rd party suppliers for our electricity needs. Our current electricity contract agreements for the pumping accounts expire in December 2025 therefore, we are looking at finding the best time to bid out for electricity pricing.

Due to the volatility in electric prices, our advisor is recommending a not-to-exceed approval for the accounts below:

- Less than or equal to \$0.082/kWh for Enterprise Accounts

They are also recommending that we lock in the rate for up to 36 months. Based on preliminary pricing they have received from the suppliers, they believe we should be able to be less than these rates and save money in the long run. With this approval, our advisor will go out to bid for electric prices when the market looks favorable, and we will be able to lock in the prices immediately. This is very similar to what was done the last time we went out for pricing.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution

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 ordinance 2025- ____ AN RESOLUTION APPROVING OF THE PURCHASE OF ELECTRCITY BY THE VILLAGE OF BARTLETT AT A PRICE NOT-TO-EXCEED \$0.082/KWh.

Staff: Dan Dinges, Director of Public Works

Date: February 11, 2025

PUBLIC WORKS MEMO



DATE: February 11, 2025

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Electricity Purchase – Pumping Accounts

In 2007, Com Ed began charging customers both a rate for power and a rate for distribution. Com Ed also stopped generating electricity and started purchasing power on the open market. Although Com Ed no longer generates electricity, they continue to act as the power distribution company regardless who supplies the electricity. Our franchise agreement with Com Ed remains in place, thus a portion of our municipal electricity use continues to be at no cost. Electricity used for street lighting, water pumping, the wastewater treatment plant, and Bartlett Hills is set at market rates. Fixing the cost of electricity at a guaranteed market rate over the course of a contract helps us provide stability to our budgets for these accounts.

Our current contract agreements for the pumping accounts expire in December 2025 therefore, we are looking at finding the best time to bid out for electricity pricing. The Village works with a private energy advisor, Satori Energy, to review our usage and secure competitive pricing from 3rd party suppliers.

Due to the volatility in electric prices, our advisor is recommending a not-to-exceed approval for the accounts below:

- Less than or equal to \$0.082/kWh for Enterprise Accounts

They are also recommending that we lock in the rate for up to 36 months. Based on preliminary pricing they have received from the suppliers, they believe we should be able to be less than these rates and save money in the long run. With this approval, our

advisor will go out to bid for electric prices when the market looks favorable and we will be able to lock in the prices immediately. This is very similar to what was done the last time we went out for pricing.

MOTION:

I move the Village Board approve Resolution 2025 - _____, a Resolution Approving of the Purchase of Electricity by the Village of Bartlett at a Price Not-to-Exceed \$0.082/kWh.

RESOLUTION 2025 - _____

**A RESOLUTION APPROVING OF THE PURCHASE OF ELECTRICITY
BY THE VILLAGE OF BARTLETT AT A PRICE NOT TO EXCEED \$0.082/kWh**

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 Electricity Supply Agreement between the Village of Bartlett and the low bidder as determined by the Village's energy consultant through the Metropolitan Energy Collaborative, Satori Energy, in form as approved by the Village Attorney (the "Agreement"), at a cost not to exceed \$0.082/kWh for Enterprise Accounts, as determined by the Village Finance Director and the Village Administrator, is hereby approved.

SECTION TWO: That the Director of Public Works and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett, provided it is executed by 11/15/2025.

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

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

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force

and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: February 18, 2025

APPROVED: February 18, 2025

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 2025 - _____ enacted on February 18, 2025, and approved on February 18, 2025, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk



Agenda Item Executive Summary

AGENDA ITEM: Get Fresh Produce, 1397 Schiferl Road

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount	\$ N/A	Budgeted	\$ N/A
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Fund: N/A	Corresponding Activity Measure: N/A
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EXECUTIVE SUMMARY

Attached is an ordinance to accept the public improvements for **Get Fresh Produce** at 1397 Schiferl Road. The developer, *Bartlett Properties, LLC* has submitted all required final documents to the Village. A set of Record Drawings has been received and is on file.

Because the water main and water/sanitary sewer connections have been operational and functioning successfully for more than 12 months, Village staff recommends waiving the maintenance period.

ATTACHMENTS (PLEASE LIST)

Memorandum, Letter, Ordinance, Bill of Sale

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Ordinance 2025-_____, accepting the public improvements for Get Fresh Produce at 1397 Schiferl Road.

Staff: Nick Talarico

Date: February 18, 2025

MEMORANDUM

To: Paula Schumacher, Village Administrator
From: Nick Talarico, Village Engineer *NT*
Subject: Acceptance of Public Improvements for **Get Fresh Produce**,
1397 Schiferl Road, Brewster Creek Business Park
Date: February 18, 2025

Attached is an ordinance to accept the public improvements for **Get Fresh Produce** at 1397 Schiferl Road. The developer, *Bartlett Properties, LLC* has submitted all required final documents to the Village. A set of Record Drawings has been received and is on file.

Because the water main and water/sanitary sewer connections have been operational and functioning successfully for more than 12 months, Village staff recommends waiving the maintenance period.

Please place this ordinance on the next available agenda.

**MOTION: I MOVE TO APPROVE ORDINANCE _____ ACCEPTING THE
PUBLIC IMPROVEMENTS FOR GET FRESH PRODUCE AT 1397
SCHIFERL ROAD**

February 18, 2025

Village of Bartlett
228 S. Main Street
Bartlett, IL 60103

Attn: Dan Dinges, Director of Public Works

RE: **VILLAGE ACCEPTANCE OF PUBLIC IMPROVEMENTS**
Get Fresh Produce
1397 Schiferl Road
Brewster Creek Business Park

Please be advised that the public improvements have been completed for **Get Fresh Produce** at 1397 Schiferl Road.

All punch list work, for items covered by the Site Plan Completion Letter of Credit, have been successfully completed. The Public Works Department has conducted final reviews and inspections of the utilities and other public improvements. As a result, it has been determined that the public improvements have been constructed in substantial conformance with the approved Final Engineering Plans and Specifications for **Get Fresh Produce** at 1397 Schiferl Road.

The developer, *Bartlett Properties, LLC*, has submitted all required final documents to the Village. A set of reproducible Record Drawings, showing the completed public improvements has been received. The public improvements consist of water main and water/sanitary sewer connections. Because the connections been operational and functioning successfully for more than 12 months, Village staff recommends waiving the maintenance period.

I recommend that the Village Board adopt an Ordinance accepting the public improvements for **Get Fresh Produce** at 1397 Schiferl Road.

Sincerely,

Nick Talarico

Nick Talarico, P.E.
Village Engineer

Attachement

cc: Lorna Gilles, Village Clerk
Beth Uργο, Public Works
Matt Coulter, Director of Finance
Kurt Asprooth, Village Attorney
Kristy Stone, Director of PDS
John Komorowski, BCE

ORDINANCE 2025-

AN ORDINANCE ACCEPTING THE PUBLIC IMPROVEMENTS FOR GET FRESH PRODUCE AT 1397 SCHIFERL ROAD

WHEREAS, the Village Engineer has reported to the corporate authorities that the water main and water/sanitary sewer connections, (“the Public Improvements”) for the site known as Get Fresh Produce (“the Development”) were completed substantially in accordance with the plans and specifications therefore and the requirements of the Village Subdivision Ordinance on April 1, 2024 (“the Completion Date”) and that *Bartlett Properties, LLC*, the developer of the site, (“the Developer”) has presented evidence that the Public Improvements have been fully paid for; and

WHEREAS, the Developer has submitted all required documents and drawings to the Village of Bartlett; and

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

SECTION ONE: That the Village of Bartlett hereby accepts the Public Improvements for Get Fresh Produce at 1397 Schiferl Road.

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

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

ROLL CALL VOTE:

AYES:

NAYS:

PASSED

APPROVED

ATTEST:

Kevin Wallace, Village President

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 Ordinance 2025- enacted on February 18, 2025, and approved on February 18, 2025, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

BILL OF SALE

**FOR THE WATER MAIN INSTALLED
AT THE**

Brewster Creek Business Park **INDUSTRIAL SITE**

LOT NO. 9N1, Brewster Creek Business Park **SUBDIVISION**

ADDRESS 1397 Schiferl Road, Bartlett, IL 60103

In consideration of the payment of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby expressly acknowledged,  ("the Seller") do hereby sell, assign, transfer and set over unto the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, the following described property:

The water distribution system, including, but not limited to, water mains and services, valves, valve vaults, fire hydrants, and all structures appurtenant thereto;

("the Property") being the Public Improvements for the 1397 Schieferl Road Industrial Site developed by the Seller in the Village of Bartlett.

The Seller hereby represents and warrants to the Village of Bartlett that the Seller is the absolute owner of the Property; that the Property is free and clear of all liens, charges and encumbrances, including, without limitation, mechanic's liens, mortgages, and chattel mortgage security instruments; and that the Seller has full right, power and authority to transfer title to the Property to the Village of Bartlett, and to execute and deliver this Bill of Sale.

IN WITNESS WHEREOF the Seller has signed and sealed, or caused this Bill of Sale to be signed and sealed, at BARTLETT, Illinois on MAY 31, 2024.

Signed: [Signature]
President

Attest: [Signature]
Secretary

STATE OF ILLINOIS)
)
COUNTY OF _____) SS:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ and _____, personally known to me to be the President and Secretary, respectively of _____, ("the Corporation"), and personally known to me to be the same persons whose names are subscribed to the foregoing Bill of Sale, appeared before this day in person and severally acknowledged that they signed the foregoing Bill of Sale as such President and Secretary of the Corporation and caused the seal of the Corporation to be affixed thereto, as their free and voluntary act, and as the free and voluntary act of the Corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of MAY, 2024.

Cynthia J Lott
Notary Public

My Commission Expires: Jun 25, 2025

