

**VILLAGE OF BARTLETT**  
**VILLAGE HALL, 228 S. MAIN STREET**  
**BOARD AGENDA**  
**March 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 – March 4, 2025, Committee – March 4, 2025

\*8. **BILL LIST:** March 18, 2025

9. **TREASURER'S REPORT:** January 2025

Sales Tax Report, January 2025

Motor Fuel Tax Report, January 2025

10. **PRESIDENT'S REPORT:**

A. Proclamation Celebrating the 15-year Anniversary of Bartlett's Sister City Relationship  
Miaoli City, Taiwan

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

12. **STANDING COMMITTEE REPORTS:**

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

1. Ordinance Amending the Bartlett Municipal Code Regarding Certain Fees and Charges

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

1. None

C. **FINANCE COMMITTEE, CHAIRMAN LAPORTE**

1. None

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

1. None

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

1. None

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

1. Resolution Approving of the Stearns Road Reservoir Painting Project Agreement between the Village of Bartlett and L.C United Painting CO., Inc.

2. Resolution Approving the Construction Engineering Agreement Between the Village of Barlett and Dixon Engineering Inc.

3. Resolution Approving a Construction Administration Agreement for Telecommunications Facilities with Metro Fibernet, LLC

13. **NEW BUSINESS**

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

15. **ADJOURNMENT**



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1. CALL TO ORDER

President Wallace, called the regular meeting of March 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, Human Resources Director Janelle Terrance, Economic Development Coordinator Tony Fradin, Assistant Finance Director Matt Coulter, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Planning & Development Director Kristy Stone, IT Director John Peebles, Grounds Superintendent Matt Giermak Paul Petersen Food and Beverage Manager, Chief Pretkelis, Deputy Chief Naydenoff, Deputy Chief Rob Sweeney, Commander Kyle Rybaski, Village Attorney Kurt Asprooth, and Village Clerk Lorna Giless.

3. INVOCATION – Reverend Ryan Chaney from Village Church of Bartlett

4. PLEDGE OF ALLEGIANCE

5. TOWN HALL - None

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 Waiving Bids and Approving the First Amendment to the Agreement with LRS Holdings, LLC for Street Sweeping Services.

Trustee Gandsey stated that she would like to add item B. 1 to the Consent Agenda - Resolution Supporting a Class 6b Real Estate Tax Incentive for RANA USA, Inc.



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Trustee Gunsteen stated that he would like to add item A. 1 to the Consent Agenda – Resolution Approving the Promenade of Bartlett Public Improvements Completion Agreement.

Trustee Hopkins stated that he would like to add item D. 1 to the Consent Agenda - Ordinance Regarding the Applicability of the Cook County Paid Leave Ordinance.

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

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

**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**

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 and anniversaries.



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12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated Resolution 2025-17, A Resolution Approving the Promenade of Bartlett Public Improvements Completion Agreement, was covered and approved under the Consent Agenda.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that Resolution 2025-18-R, A Resolution Supporting a Class 6b Real Estate Tax Incentive for RANA USA, Inc., was covered and approved under the Consent Agenda.

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

Trustee LaPorte presented Ordinance 2025-19, An Ordinance Amending the Bartlett Municipal Code Regarding the Municipal Retailers' and Service Occupation Taxes. He stated that staff was directed to review and analyze different potential funding source options that the Village could utilize to fund necessary capital projects at desired service levels and maintain a reserve balance within the general fund balance policy. These options, along with existing and potential general fund projections, were presented at the February 4th Committee of the Whole Meeting. One of those funding options was amending the Home-Rule Sales Tax percentage.

He went on to say that the projected general fund balance for those years is as follows:

2026 -\$8 M over the minimum and \$4M above the maximum fund balance  
2027 - \$843,420 over the minimum and \$2M under the maximum fund balance  
2028- \$4.7M under the minimum and \$8M under the maximum fund balance  
2029 - \$7.4 under the minimum and \$10M under the maximum fund balance

He stated that key considerations impacting these projections include the need to fund capital projects, like the Country Creek stabilization, and the loss of \$250,000 annually due to the elimination of the grocery tax in January 2026. Additionally, funding police pensions through transfers from the general fund will be unsustainable without additional revenue. The past three years have seen transfers of \$319,175 in 2022 and 2023, and \$768,538 in 2024. Without new revenue, there may be a need to increase the Police Pension Levy in 2026/27 or beyond.

To address the fund balance concerns and ensure continued capital infrastructure funding, the Village Board evaluated increasing the home rule sales tax by either 0.50% (raising \$1.75M) or 0.75% (raising \$2.625M). The recommendation is to increase the sales tax to 1.75%, due to .5% still unable to address the shortfalls within the general fund balance policy limits for future years (2028 and 2029). Additionally, the Village Board is reviewing a stormwater funding plan as part of the upcoming water and sewer rate analysis, as stormwater projects are currently funded through the general fund. He stated that approval for the home rule sales tax increase must occur by April 1 to begin collection by July 1, 2025.



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Trustee Gandsey asked about the percentage and stated that it was first recommended to increase it by 0.5% but then later on by another 0.25%. She wanted to know why that was.

Assistant Finance Director Matt Coulter stated that they initially recommended 0.5%, which would've brought us close to what the minimum balance would've been, but we still would've been below that. He went on to say that other things to consider are that the capital budget in the coming years is going to bring down the budget. He stated that their Operating expenditures will increase as well such as personnel, materials and supplies, labor etc. He went on to say that they also need to consider building up their reserves and that their municipal building fund has been at zero due to the general fund surplus. He stated that's one of the reasons that the 0.75% would be most beneficial.

Village Administrator Paula Schumacher stated that when we had those initial discussions, we were looking at multiple funding options. She went on to say that those recommendations were a little more fluid during those early discussions.

Trustee Hopkins asked when this would kick in and when we would start seeing revenue. Assistant Finance Director Matt Coulter stated that if it's post marked by April 1<sup>st</sup>, it will start in July which means we would start seeing the money in September.

Trustee Gunsteen stated that he was in favor of the 1.5% because he felt 1.75% would make it less appealing from a business perspective. He stated if a developer was interested in retail development in Bartlett, especially on the Cook County side, it would be a bit of a challenge to put the numbers there. He stated that's why he thought the 1.75% was more in line and then they could visit it later down the line.

Trustee Hopkins asked where other communities fall within this number. Village Administrator Paula Schumacher stated that we are lower than other communities and also have several other taxes that we do not have such as the Utility tax. Mayor Wallace stated that's why they implemented this tax in order to remove the Utility tax. He stated he was in favor of 1.75%.

Trustee Hopkins stated he's not always in favor of raising taxes however he wouldn't mind approving this as long as they looked at this again in a year to see where our numbers are.

Trustee Gandsey asked Economic Development if this had been a question that's been asked. Assistant Village Administrator Scott Skrycki stated that when they initially implemented the Home Rule Sales tax at 1%, they had two business complain. One of them later stated they realized that it wasn't an issue at all.

ROLL CALL VOTE TO APPROVE ORDINANCE 2025-19, AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE REGARDING THE MUNICIPAL RETAILERS' AND SERVICE OCCUPATION TAXES.



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

Trustee LaPorte presented Ordinance 2025-20, An Ordinance Amending the Bartlett Municipal Code to Impose a Municipal Motor Fuel Tax. He stated that staff was directed to review and analyze different potential funding source options that the Village could utilize to fund necessary capital projects at desired service levels. These options were presented at the February 4th Committee of the Whole Meeting. One of those items discussed was the implementation of a Municipal Motor Fuel Tax (MMFT). The Village receives \$1.8M in Motor Fuel Tax from IDOT annually dedicated to general maintenance which includes road resurfacing, crack filling, pavement preservation, concrete replacement and bike path maintenance. The annual IDOT allocation provides the funds to resurface approximately 4 miles per year. The Village maintains approximately 150 miles of roadway, 250 miles of sidewalk, and 30 miles of bike path.

The current funding level provides a resurfacing cycle of 38 years, the average pavement life varies between 15-20 years dependent upon underground and weather conditions. Our current pavement condition index (PCI) rating is 74 which is considered satisfactory. The village saw a boom of development in the 90's and 2000's, and as those areas start to age, the maintenance for those areas also increases to maintain desired service levels.

The MFT Fund has been built up over several years, and is currently at \$7,095,211, but through the 5-year projection the balance decreases to \$1.4m, short of being able to fund the current road resurfacing program and other maintenance activities. The addition of the MMFT of \$0.03/ gallon would provide the Village with an estimated \$243,178.50 in additional revenue. While this wouldn't cover all the costs, it would assist in making the situation more manageable and allow us to adjust the program and the fund balance at the end of FY 2029. To maintain the current level of service with road maintenance, we would need the additional local MMFT and possibly some general fund funding for the streets program in future years. The MMFT needs to be approved by April 1 to begin collection by July 1.

ROLL CALL VOTE TO APPROVE ORDINANCE 2025-20, AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE TO IMPOSE A MUNICIPAL MOTOR FUEL TAX.

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

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

Trustee Hopkins stated that Ordinance 2025-21 An Ordinance Regarding the Applicability of the Cook County Paid Leave Ordinance, was covered and approved under the Consent Agenda.



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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 2025-13-R, A Resolution Waiving Bids and Approving the First Amendment to the Agreement with LRS Holdings, LLC for Street Sweeping Services, was covered and approved under the Consent Agenda.

13. NEW BUSINESS – None

14. QUESTION/ANSWER PRESIDENT & TRUSTEES

Trustee Gandsey asked if there was any update on the penny push tax. Village Administrator Paula Schumacher stated that it was still being litigated.

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 Suwanski.

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:22 p.m.

Jackie Cardoza  
Executive Assistant



# VILLAGE OF BARTLETT COMMITTEE MINUTES March 4, 2025

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## 1. CALL TO ORDER

President Wallace called the Committee of the Whole meeting of March 4, 2025, of the President and Board of Trustees of the Village of Bartlett to order on the above date at 6:00 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, Human Resources Director Janelle Terrance, Economic Development Coordinator Tony Fradin, Assistant Finance Director Matt Coulter, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Planning & Development Director Kristy Stone, IT Director John Peebles, Grounds Superintendent Matt Giermak Paul Petersen Food and Beverage Manager, Chief Pretkelis, Deputy Chief Rob Sweeney, Commander Kyle Rybaski, Village Attorney Kurt Asprooth, and Village Clerk Lorna Giles.

## 4. STANDING COMMITTEE REPORTS

### C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

#### 1. Review Proposed Budget (Police, Planning & Development, Admin, Golf)

Chairman LaPorte recognized staff. Chief Pretkelis from the Police Department started with their presentation first. He wanted to highlight some key police initiatives such as strengthening community partnerships, enhancing traffic safety, preventing and reducing crime, advancing recruitment efforts, and supporting professional development of employees.

Chief Pretkelis stated that in regard to Strengthening Community Partnerships, in addition to the Citizen Police Academy and Teen Citizen Police Academy, the police department participated in the inaugural 10-week First Responder Internship Program through the Alignment Collaborative for Education, in partnership with the Hanover Park Fire Department and Hanover Township Emergency Services. He stated that this innovative program provided 10 high school students from seven different high schools and three different school districts with hands-on experience, offering them valuable insights into careers in fire science and law enforcement. He went on to say that this program was presented at the DuPage Mayors and Managers Conference Municipal Innovation Celebration & Conference Business Meeting in September.

Chief Pretkelis stated that the police department took part in several fund-raising activities such as the Illinois Law Enforcement Torch Run, the Polar Plunge, and Cop on the Rooftop which raised over \$12,000 for special Olympic athletes. He went on the say just last weekend, Deputy Chief Rob Sweeney raised approximately \$4,000 on the last person standing ultra marathon. He went on to say that they take great



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pride in community engagement through social media platforms where they have almost 18,000 followers on their Facebook page and more than 5,000 followers on X formerly known as Twitter.

Chief Pretkelis stated that when it comes to enhancing traffic safety, the police department was honored to receive the 2023-2024 Illinois Traffic Safety Challenge First Place Award in the municipal police category for departments with 51-65 officers. This prestigious award recognizes efforts to address three key traffic safety priorities – occupant protection, speeding, and impaired driving. He stated that as a result, the police department received a \$5,750 scholarship from Northwestern University Center for Public Safety to attend five different essential traffic investigation courses.

Chief Pretkelis stated that last year, the police department conducted 7,896 traffic stops, made 78 DUI arrests, and issued 192 aggravated speeding citations to help keep our roadways safe. He went on to say that the police department collaborated with the Illinois State Police, Illinois Department of Transportation, and Illinois Commerce Commission Police on two joint truck enforcement initiatives, focusing on overweight violations and other commercial motor vehicle infractions to enhance roadway safety and compliance. He went on to say that at the end of August, the police department conducted its first-ever roadside safety check with the Streamwood Police Department. Officers from both departments inspected 703 vehicles, resulting in a couple of arrests for driving under the influence of alcohol. He stated that no motor vehicle crash fatalities were reported last year.

Chief Pretkelis stated that the police department was awarded \$28,245.40 for the October 2023 – September 2024 grant period and \$32,466 for the October 2024 – September 2025 grant period to target intoxicated and distracted driving, speeding, and occupant protection violations. He went on to say that the police department upgraded its aging in-car mobile video cameras with the help of a \$106,762.56 grant from the ILETSB In-Car Camera Program.

Chief Pretkelis then discussed Preventing and Reducing Crime. He stated that last year our police department was dispatched to 14,247 9-1-1 calls for service and initiated 23,858 calls for service. He stated that in 2024, the Part I and II crime rate was 2.2, which is an 8% decrease from 2023. He went on to say that Part I crimes are serious crimes that are reported to law enforcement, while Part II crimes are less serious crimes. The FBI's Uniform Crime Reporting (UCR) program uses these categories to measure crime in the United States.

Chief Pretkelis stated that the police department's full-time social worker provides short-term counseling and connects residents with valuable community resources such as housing assistance, food programs, mental health services, and substance abuse treatment. Last year, she managed the diversion and redirect programs in addition to 279 referrals, reflecting a 42% increase from the previous year.

Chief Pretkelis then discussed Advancing Recruitment Efforts and stated that the police department's authorized strength is 63 sworn officers. He went on to say that they are currently short three officers but aim to reach full staffing for the first time since the 2021/2022 budget. He stated that 181 individuals submitted applications for the police department's police officer testing process. He then discussed that they have re-established our internship program and currently have two interns from Western Illinois.



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University. He went on to say that they partnered with Northern Illinois University to help their students with career-related mock interviews.

He stated that in November, the police department offered interested police officer applicants a FREE 3-night Police Academy Preview, providing an insider's look at the dynamic activities that shape our officers, including: The Peace Officer Wellness Evaluation Report (POWER) test, Defensive tactics scenarios, Realistic traffic stop simulations, and Hands-on live firearm familiarization. He went on to say that two of the individuals who participated are on the final police officer eligibility list and another individual is currently attending the Suburban Law Enforcement Academy.

Chief Pretkelis then discussed Supporting the Professional Development of employees. He stated that the police department dedicated 16,364 hours to training for sworn and non-sworn personnel. Community Service Officer Mark Doyle was assigned as the Property Control Custodian/Court Liaison Officer. Detective Ayesh was assigned to the MCAT Investigations Team while Officer Abdelhadi was assigned to the police department's traffic unit. Margret Milos was assigned as the police department's accreditation manager. Officer Gray was assigned to the MCAT STAR Team, Detective Villareal was assigned to the MCAT Forensics Team, and Officers Tate and Grazba are currently undergoing the selection process to join the DuPage County MERIT SWAT Team and the NIPAS Emergency Response Team.

He stated that overall, our proposed budget has increased by 6%, mostly due to higher personnel costs, pension obligations, vehicle setup expenses, and the reallocation of service agreement costs from Central Services. He went on to say that the police department is requesting to utilize \$332,609 in equitable sharing funds for DACRA, police leadership training, license plate readers, training room tables in the capital outlay and MVRs, Body-Worn Cameras, Taser 10, and License Plate Readers in the service agreements. He stated that there are no changes to the police department's authorized staffing of 63 sworn police officers and 18 non-sworn officers. It has remained the same since the 22/23 budget.

He turned over the presentation to Commander Kyle Rybaski, to provide an overview of the police department's Capital Outlay Request Detail. Commander Rybaski stated that the first capital item to present was the replacement of two patrol vehicles and a 2012 court liaison vehicle. He stated that all three vehicles meet the criteria in the vehicle replacement guidelines and evaluation form that ensures the replacement qualifies based on factors like their engine hours, high mileage, and high repair costs. (The court liaison vehicle for example needs over \$7,500 worth of repairs to the engine, brakes, shocks, and axles)

The second item presented was DACRA Tech Software (funded out of Equitable Sharing). He stated that DACRA is a software system that would replace the village's outdated local adjudication database. DACRA is a game-changer for our operations for improving efficiency and obtaining accurate data. Right now, officers handwrite citations for violations in Cook and Kane counties, and clerks spend valuable time manually entering that data. With DACRA, officers can issue electronic citations across all three counties, eliminating the purchasing of ticket books, and reducing errors caused by handwriting. This means faster, more efficient processes for both officers and records clerks. He stated that DACRA is a solution that benefits multiple departments, including IT and Planning & Development. Right now, we're juggling five different databases to manage parking, warnings, and local ordinance citations across three counties. This



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system simplifies everything by consolidating it into one platform, making operations more efficient, reducing errors, and improving collaboration between departments. He went on to say that we are one of the last agencies to move to this system in our area.

Commander Rybaski stated that they are in need to replace 24 Printers for patrol vehicles which is also funded out of Equitable sharing. He stated that our current squad printers are reaching the end of their service life, with product support no longer available. He went on to say that these printers are compatible with DACRA and essential for issuing electronic citations and meeting traffic crash reporting requirements.

Commander Rybaski then presented the next item which was to Digitize Microfilm (micro Systems, Inc) current vendor. He stated that we currently have old police reports between 1978 and 1989 that are stored on microfilm. This company, who already stores these reports, will digitalize all of these old reports from microfilm to Laserfiche, eliminating the yearly storage fees we pay them. He stated that by digitalizing these reports, it creates a searchable database to ensure compliance with retention periods and expungement requirements. He stated that the village also completed this process several years ago and had great success.

The next item that was discussed was Six Flock License Plate Readers- Funded out of Equitable Sharing He stated that since implementing license plate readers, we've had 36 success stories—helping us solve crimes, recover stolen vehicles, and locate missing or endangered individuals who might not have been found otherwise. By adding six more LPRs, we can cover most major exits from Bartlett, closing critical gaps in our coverage. This expansion will strengthen our ability to identify suspects, track vehicles stolen, and improve case solvability, ultimately making our community safer. He went on to say that last year, police responded to 62 hit-and-run incidents on these key roadways. Thanks to our license plate readers, we've been able to solve multiple of these cases, helping to hold offenders accountable and provide justice for victims.

He stated that with FLOCK, we have access to a vast network of nearly 17,000 license plate readers within a 500-mile radius, providing a powerful tool to aid our investigations. These LPRs have helped us safely locate numerous missing or endangered teens and adults who left their homes in a vehicle. They were also instrumental in finding a female victim who was kidnapped at knifepoint and later rescued in Indiana. We used LPR to investigate a subject who shot a firearm in the morning off of Newport Blvd from a moving vehicle. Due to LPR, we were able to identify the offending vehicle and make an arrest in the afternoon.

The next item discussed was Two Traffic Speed Counters. He stated that they are requesting 2 additional traffic speed counters to increase the amount of traffic studies, vehicle counts, and speed monitoring so we can conduct simultaneously to address multiple traffic related complaints. He stated that our traffic counters were deployed during the construction of the intersection of Rt 59 and W. Bartlett Rd. They were also utilized after receiving numerous traffic complaints along North Avenue and had great success explaining the findings to the residents and optimizing our deployment efforts to address concerns.

The next item discussed was 20 Training Room Tables with Power Sources – funded out of equitable sharing. He stated that the current training room tables don't have a power source and there are limited



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floor outlets available. We would continue to utilize our current tables and would provide the required seating for large size classes with these additional 20 tables. He stated that these tables are covered under the Government contract-Sourcewell for best price. He went on to say that many of the training classes we host require individual laptops/tablets. Without these tables, it prevents us from hosting certain classes that if allowed, we could send officers to them for free potentially saving us thousands of dollars in training fees.

He stated that these tables are used for our Emergency Operation Center and currently using several extension cords and to accommodate the needs of the members in the EOC. He went on to say that the training rooms are often utilized by the community for their trainings and meetings. It is used by the 4th of July Committee, School District U-46, Bartlett Raiders, Law Enforcement Records Managers of Illinois, and Cook County Emergency Management to name a few.

Commander Rybaski stated that lastly, they are seeking the purchase of an additional Pole Camera. He stated that currently, we have two pole cameras that we use for a variety of important purposes, including monitoring the 4th of July Festival, tracking drag racing or street takeovers, and supporting residential burglary investigations. These cameras are frequently in use, which is why we're seeking an additional one. We've tried borrowing cameras from other organizations, but unfortunately, their equipment either wasn't available or didn't work with our system.

He went on to say that these cameras not only record but also allow police personnel to access them remotely during active investigations. They serve as a strong deterrent against crime at special events, and they've already helped us make significant arrests, like the one on Vulcan for drag racing. In that case, the camera alerted our records clerk, who quickly notified patrol officers to respond, leading to the arrest. Expanding our camera network will further enhance our ability to monitor, deter, and respond to criminal activity in real time.

Commander Rybaski then turned it over to Deputy Chief Sweeney to discuss Professional Development. Deputy Chief Sweeney stated that Training and Development is an integral part of ensuring the village maintains a professional and effective police department. He stated that they are proposing an 11% increase in the professional development budget, but the entirety of that increase being funded through equitable sharing to send one command staff member to the Senior Management Institute for Police which is an executive level training course hosted by the Police Executive Research Forum (PERF) who is the gold medal standard in leadership development training. He stated that this is a 3-week training course in Boston, MA. He stated that over the last few years, they have sent several of our current command level staff to this training which has brought back programs such as ICAT de-escalation training, a focus on making positive community contacts and engaging the community through social media and assisting with adapting our recruitment and retention program for the current day applicant pool (\$13,500).

He went on to say that overall, they have a three-prong approach to our training and development program. They ensure our employees are trained to keep themselves and the public safe, conduct professional investigations, and obey and enforce the law. They ensure we are meeting state training mandates set forth in the Safe-T Act. We are currently at 100% compliance. They ensure we are preparing our employees for future roles or promotions (succession planning).



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Deputy Chief Sweeney stated that they accomplish this through two types of training. External Training which includes Conferences, Certifications (Juv. Ofc, ET, FTO, Drone Operator), Instructor Level Courses (Firearms, TASER, High Risk Traffic Stops, Tactics), and Online Courses (OLN, Police Law). He then went over Internal Training which includes In-House Training, Roll Call Training and Department Memorandums. He went on to say that both External and Internal training are required for the police department to accomplish our training goals and requirements.

Trustee Hopkins asked if our Police Department is aligned with what other communities do in regard to Professional Development and Training. Deputy Chief Sweeney stated that they do since the department is a part of Northeast Multi Regional Training where we pay a yearly fee to them and compete with other departments to attend those training courses, so the format of the training is the same. He stated that they send officers to train and NEMRT and those officers come back and teach the department internally.

Trustee Gandsey had a question for Commander Rybaski regarding the tables at PD, she wanted to know what happens to the tables we currently have and whether we would trade them in. Commander Rybaski stated we would keep those tables since they compliment the tables that we already have. He stated that it would allow for additional electrical hookups to do bigger trainings which would save us the department thousands of dollars.

Trustee Gandsey and Trustee Hopkins then asked about the printers in the vehicles, she asked if they actually print something physically. Commander Rybaski stated they print the receipt to give to the motorist and then the e-citation also gets sent electronically to the system so that they don't have to copy those existing tickets into their database which is time consuming and allows for human error.

Trustee Gandsey asked why one training was coming out of equitable sharing. Chief Pretkelis stated that that we are conservative with our use of equitable sharing since we have several budgetary items that have multiple year agreements.

Deputy Chief Sweeney then moved on to Professional Associations. He stated that they are requesting \$457 less than we did last year due mostly to a reduction in cost for the Cook County Children Advocacy Center. We have added no new associations. He stated that all of the included associations are utilized by police department staff as either a networking tool, a resource to compare policies and procedures with other agencies, or as a tool to assist with criminal investigations.

Deputy Chief Sweeny then turned it over to Commander Rybaski to discuss some key line items. Commander Rybaski stated that they saw a 40% increase in costs this year, primarily due to the transfer of several key expenses from the Central Services budget to the police budget. He stated that these include the building security system, the generator maintenance agreement, and the upkeep for our metal roof. This shift consolidates these essential services under our budget, ensuring better oversight and allocation of resources. He stated that with Equipment Rentals, there is an 11% decrease in costs due to eliminating the 4th of July scissor lift. He went on to say that with the utilization of the drone at the festival, it provides more mobile capabilities and better views.



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Commander Rybaski stated that with Advertising and Recruitment, they are requesting a \$500 increase to keep up with rising costs for recruitment materials and advertisement to our ongoing police officer testing process. He stated that this investment allows us to remain highly competitive in attracting and hiring the most qualified applicants. He then discussed Communications and DuComm, stating that they saw a significant reduction in our DuComm fees—down over \$25,000, from \$891,140 to \$865,774. He stated that this decrease came after the DuComm Finance Committee approved the allocation of over \$1 million from reserves, bringing the reserve balance down to 35% and distributing the savings across DuComm agencies. He went on to say that Chief Pretkelis, as a member of that committee, played a key role in advocating for this cost reduction.

Commander Rybaski then discussed Vehicle Maintenance. He stated that they are requesting a \$5,000 increase in vehicle maintenance costs, to account for rising prices in parts and labor. This adjustment aligns with the broader trend of increasing maintenance expenses. He stated that with Vehicle Set-Up, there is a 40% increase due to one additional patrol vehicle requiring equipment installation that could not be completed this year and will carry over.

Commander Rybaski then discussed uniforms. He stated that uniform costs have increased by 5% to accommodate the purchase of necessary equipment and uniforms, to outfit a new SWAT member joining MERIT. He then discussed Subscriptions and Publications and stated that there was a 32% decrease, largely due to the elimination of the Guardian Tracking software program. He went on to say that this system, which we used for an employee early warning system and was a CALEA requirement, became redundant after the release of new capabilities in our existing PStTracker program. He stated that they were pleased to discover that their equipment inventory/PStTracker software now includes this feature at no additional cost as part of our subscription.

Commander Rybaski stated that Automotive Supplies had Decreased by 9% or \$13,200 because the projected cost of gasoline went down. He stated that in regard to the Police and Fire Commission, in an effort to stay competitive, we eliminated recruitment application fees for our police testing process. He stated that as a result, they saw a record-high turnout of applicants with other agencies inquiring what our secret was jumping from an average of 60 to 70 applicants to 180 applicants. He went on to say that when compared to other local police departments, this was one of the highest turnouts that any agency near us has seen. He went on to say that offering free applications is becoming a growing trend, and they believe this change will allow them to conduct testing just once a year instead of three times, ultimately saving us costs in the long run. However, the adjustment, along with the increase in the number of applications received, has led to a 30% increase in costs.

Trustee Gunsteen asked about the flock and whether the added six is the \$28,000 annual fee that's in the budget inclusive of the six additional service contracts. Commander Rybaski stated that it would be in addition to that cost. Trustee Gunsteen wanted to clarify what that number would be next year, Commander Rybaski stated that it would be \$21,000 out of equitable sharing.

Trustee Gandsey asked if there was anything within the Strategic Plan that they would be more focused on. Chief Pretkelis stated that he went over some of the highlights that they likely aren't as familiar with. He went on to say that their focus will be creating safe events, notifying residents of various community



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activities via social media and press releases, as well as the First Responder Internship where they do a teen and a Citizen Police Academy where they have 16 high school students starting this coming Wednesday.

Village Administrator Paula Schumacher stated that one of the ongoing goals within the Strategic Plan is traffic safety while looking at our intersections. She stated this spring the department would be doing counts to see if the intersection changes at 59 and W. Bartlett achieved what we wanted by relieving some of the traffic on Naperville Road. She also discussed working the State on Route 25 and the high school to make sure those areas are safe when young drivers are headed to South Elgin but also Bartlett High school. She went on to say that those are some of the more long-term goals as part of the Strategic Plan.

Trustee Hopkins stated that last year they had discussed DuComm and exploring other options. He asked if there was any update. Chief Pretkelis stated that they reached out to Northwest Central Dispatch. He stated that they are doing a feasibility study to see if they can take on other agencies after which they will meet with their executive board to see if there's opportunities to take on other agencies such as theirs along with the fire district. Village Administrator Paula Schumacher stated that they are working with the Fire District to get them added as well. She went on to thank Chief Pretkelis for his efforts in trying to reduce costs and to research the possibility of being a part of Northwest Central Dispatch.

Planning and Development Services Director Kristy Stone then presented the department budget. She started out by highlighting the Planning Division. She stated that this year they adopted a Wayfinding Sign Plan which was a recommendation of the bicycle friendly community program. She stated that it was also a strategic plan goal as well. She went on to say that due to newer staff, this was something they were able to create in house whereas most towns outsource it and pay for a consultant to do it.

Planning and Development Services Director Kristy Stone stated they also adopted the Lake Street TIF this year and are currently actively pursuing a case for abandonment with 555 W. Lake Street. She stated that they have also been in talks with the property owner to demolish the four buildings located on the triangle piece. She stated staff are working with GIS and Economic Development to create a dashboard to track all the contacts they have with each of the properties. She stated they've also started implementing two of the ideas from Pitch Fest. She went on to say that she has a Planner that has gone through ordinances since the 1800's to map out which ones are bound to geographic areas so that they can click on a parcel and see what ordinances apply to it. She stated her Planners are starting to use the Bluebeam Software to do their own impervious calculations taking the task away from GIS which eliminates a step in the building permit process. She stated 43% of permits were issued within 24 hours of submittal, 72% were issued within a week. She stated that the building department reviews plans in house other than elevators and fire alarm. She stated they issued 6 new industrial building permits and 111 residential permits which were mainly in the Grasslands. She stated that Code Enforcement had over 1,000 code complaints that were closed out. 91% of them were corrected before they went to local adjudication. She went on to say that they started adding Business License verification as part of their process, they started looking at inoperable vehicles, as well as streamlining the process with their tickets.

Planning and Development Services Director Kristy Stone stated that looking at their budget for next year, they are looking at an increase of 3%. One of the current permit clerks is working towards certification to



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become a permit Tec which would allow her to review some of the permits allowing the plan reviewer to review some of the more complex pieces, further allowing the department to streamline their permitting process even more. She stated that just like Police mentioned, they are looking to use DACRA for Code Enforcement. The current local adjudication database that they use was designed by Kristy Stone in 2014. She stated that this upgrade would be a huge timesaver and would allow for almost no paperwork for staff prior to the adjudication hearings.

Planning and Development Services Director Kristy Stone stated that one of the big cost savings is reducing the budget for Plan review services. She stated previously they budgeted \$50,000 which they are cutting down to \$20,000 because staff is able to do it in house. She stated that there are no changes to Professional Development. She went on to say that the two conferences she will be attending are in Detroit Michigan and Effingham. She stated that almost all her staff are required to maintain different certifications that they are required to maintain for their positions. She stated most of their fees are due to registration costs versus travel. She went on to say that she doesn't think their budget changed at all on any of their associations.

Planning and Development Services Director Kristy Stone stated that the one request staff has is one car to replace two vehicles that they currently have since one of the cars is being given to Information Systems so that GIS has access to it.

Assistant to the Village Administrator Sam Hughes presented the budget for Administration. He referenced page 2, stating that the FY26 Administration Department budget reflects a 16% increase over the previous fiscal year, primarily due to transferring some services agreements from central services to Administration, and an increase in spending anticipated for the community relations and economic development incentives line items. He stated that he will explain in more detail when we get to the line-item detail section at the end. 3% without major changes.

He then referenced page 3, stating that the village continues to be a leader in municipal engagement on social media and the Daily Herald wrote an article on that topic in early October 2024. He stated that the village's bi-weekly newsletter is up to about 1,140 subscribers and has a 75% open rate which is significantly higher open rate than a standard bulk email.

He then referenced page 4, stating that they had another successful Merry and Bright event this year. He stated that despite it being a colder year than it has been, but the turn out was good, especially as we got closer to the time of the tree being lit. He went on to say that some of the changes this year included a story time hosted by the library, Santa and Mrs. Claus going up on the fire truck ladder to get the holiday spirit high enough to light the tree and additionally we were able to get a real tree with the help of Abbott to hoist it up and decorate. He stated that Cocoa Crawl continued to grow and included a record 37 businesses participating in this year, reflecting continued growth.

He then referenced page 5, stating that the "We Belong in Bartlett" campaign launched this past summer. He stated that during the 4th of July parade, the village kicked it off in part; by giving branded t-shirts to spectators, A-5 conducted several photoshoots throughout the village including Bartlett Hills and many of our local businesses. He went on to say that they also had media buys with WGN and Fox including



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President Wallace being part of a short news segment about Small Business Saturday and WGN conducting a “Hometown Takeover” which included a video with interviews with community stakeholders and business owners. He stated that they also produced a longform commercial for our restaurant week in January. He went on to say that they will continue to implement Belong in Bartlett through advertising and marketing to the business community and our residents. He stated that the campaign in total returned nearly 1 million impressions including, likes, shares, views all combined.

He then referenced page 6, stating that the created a new Tax Increment Financing district along Lake St. this past fall, which will be a major focus for economic development staff over the next several years and we will look to use the TIF benefits to help attract developers. He stated that additionally the next steps will include the potential for an Oak Street realignment, creating a marketing plan and further conversations with the school district regarding Eastview Middle School and their site. He went on to say that in addition to TIF, the village has been able to successfully use sales tax rebates as an economic incentive in recent years. He stated that they have helped land More Brewing, Aldi, and the auto mall on Route 20. Additionally, the Ace Hardware rebate is expected to reach its limit this year.

Assistant to the Village Administrator Sam Hughes stated that further on page 6, the bike path underpass connecting the east and west sides of Rt. 59 is in the early stages. He stated that the village received a \$150,000 grant from Cook County for the engineering portion of that project and will additionally be applying for another Cook grant to help with the construction portion.

He then referenced page 9, stating that the museum has been providing entertainment for people of all ages throughout this past year including a walking tour based heavily on Bartlett’s tree history which helped to fulfill a requirement of our Tree City USA certification, as well as a partnership with More Brewing and the Chamber of Commerce to host some events at the village hall.

Assistant Village Administrator Scott Skrycki stated that another highlight of this year is the waste hauler program. He listed a few quick facts about this all-inclusive program stating that the 2025 rate shows that residents are paying just \$0.02 more than they were 10 years ago, and that does not include bundling. He went on to say that one aspect we often overlook is the sticker price and stated that to find a lower rate than what our residents are paying now, they would have to go back nearly a quarter of a century.

Mayor Wallace thanked Assistant to the Village Administrator Sam Hughes and stated that they would adjourn until after the board meeting. Trustee Deyne moved to adjourn which was seconded by Trustee Suwanski.

### ROLL CALL VOTE TO ADJOURN THE MEETING UNTIL COMPLETION OF THE BOARD MEETING

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

NAYS: None

President Wallace called the Committee of the Whole meeting back to order at 7:23pm.



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### ROLL CALL

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

ABSENT: None

### 3. TOWN HALL:

#### **William Gabrenya, Fire Chief Bartlett Fire District**

Chief Gabrenya wanted to recognize and express his gratitude to the Fourth of July committee volunteers for their hard work, dedication, and commitment to making their annual celebration one of the best in the country. He stated that each year they dedicate countless hours organizing an event that brings the community together in the spirit of patriotism and pride, while coordinating logistics to ensure a family friendly atmosphere. He said that their efforts do not go unnoticed and thanked them for all that they do. He stated tonight he's here to discuss an important matter regarding the safety of the fourth of July celebration. He stated that as the Fire Chief alongside Police Chief Pretkelis, they have been entrusted with the responsibility of ensuring that this celebration remains safe, secure, and enjoyable for all attendees. He stated they take this responsibility seriously as both of them are subject matter experts in Public Safety who have dedicated their careers to this community. He stated their recommendations aren't based on personal bias but expertise, real world experience, and unwavering commitment to Public Safety. He stated their sole priority is to protect the residents ensuring that the event remains a safe and welcoming environment for all, as well as the safety of Police Officers and Firefighters.

Chief Gabrenya went on to say that over the past few years they have seen an increase in disruptive behavior and public safety concerns in the later evening hours. He stated their goal is to take proactive measures before a more serious incident occurs by modifying the carnival's operating hours. He stated by working together they can continue to host a 4<sup>th</sup> of July celebration that is safe, welcoming, and enjoyable for everyone.

### 4. STANDING COMMITTEE REPORTS

#### A. POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI

1. Proposal to Shorten the Bartlett 4<sup>th</sup> of July Carnival Hours on July 3 and July 5, 2025

Chairman Suwanski stated The Police Department is requesting that the Village Board shorten the Bartlett 4th of July carnival hours from 11:00 p.m. to 10:00 p.m. on Thursday, July 3, 2025, and Saturday, July 5, 2025, due to growing safety concerns stemming from an increase in juvenile-related incidents at the carnival. Many surrounding communities end their carnivals at 10:00pm.



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Police Chief Pretkelis stated that he had the opportunity to meet with the Trustees to express his concerns. He stated this isn't a personal decision and that he's been a part of this event for 24 years out of the 28 that he's been here. He stated this is a growing trend with an increase in juvenile instances even after implementing safety precautions. He stated his recommendation would be to close the carnival at 10pm on those two nights except for the 4<sup>th</sup> of July. He stated that this adjustment would not only align with the closing time set by a lot of other nearby communities for their carnival operations, it would also help reduce the number of juvenile related incidents that would occur in the carnival area.

Trustee Suwanski asked why we wouldn't shorten the carnival to 10pm across the board. Chief Pretkelis stated that they are working to be accommodating to the 4<sup>th</sup> of July Committee and the carnival. He went on to say that they are looking for a happy medium that focuses on the safety of the community. He stated that on the 4<sup>th</sup> of July itself, they tend to have a larger crowd which is why they are fully staffed.

Trustee Hopkins stated that they received an email from the 4<sup>th</sup> of July committee where they stated they are willing to accept the shorter hours which he stated he thought was fair.

Trustee Gandsey stated that she's glad they're having this conversation. She stated that this event is so important to the community. She thanked Public Safety for keeping the community safe and the 4<sup>th</sup> of July committee for making this a fun event for the community.

Trustee Deyne stated that he, like others on the Board, watched the bodycam footage, and was disturbed by what he saw. He stated that it's important to take note of these issues in order to keep members of the community safe.

Trustee LaPorte asked if the carnival could open an hour earlier to compensate for the loss on the back end and do some exciting events to bring people in so that we don't have to fund them. Trustee Suwanski agreed that was a great idea.

Mayor Wallace asked whether we were provided with any documentation regarding the amount that the Carnival was going to lose. Chief Pretkelis stated that until recently the carnival wasn't able or willing to provide that. He stated that just recently they received an email that indicated a \$2,000 amount.

Trustee Gandsey asked what the maximum amount we have given them is. Village Administrator Paula Schumacher stated traditionally \$12,000 is what we've given them. She stated that they did increase that amount during the pandemic. She stated that we have a matrix for civic contributions and the maximum for an event of this size is \$14,000. She stated that the costs to the village for the event is about \$10,000 for police and that does not include Public Works.

Trustee Hopkins asked what it would cost to have this event without the 4<sup>th</sup> of July Committee if it was just staff funded. Mayor Wallace and Trustee LaPorte stated it would likely fall to the wayside much like rib fest in Naperville. Trustee Hopkins stated he would still want an event like this to take place and that he was under the impression that the committee gets funding in a lump sum from the carnival regardless of rain or shine.



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Austin Hopkins came forward to provide some clarity regarding the contract. He confirmed that the contract is a flat rate rain or shine. He stated the vendor has been doing this for over 30 years, they usually only give a percentage versus a flat rate which we are lucky to receive. He stated the carnival has confirmed they would be in a \$2,000 deficit with shutting down early. He went on to say that while it might not seem like a large amount, this is money that the committee relies on. Mayor Wallace stated that he doesn't think the \$2,000 would be an issue to provide for the committee.

Trustee Deyne asked how open the carnival would be to close at 10pm all three nights. Mr. Austin Hopkins stated that he could certainly ask them as the contract is until 2026.

Trustee Gunsteen stated that emotions and passions are high on all sides regarding this issue. He stated collectively we have to focus on putting on this event that people come out for. He stated he appreciates the safety aspect as well as what the committee does, especially when it comes to the hours and family time that's given up making this event a success. He stated that as long as he's on this board, this event will not dissolve.

### B. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

#### 1. Water and Sewer Rate Study RFQ Review

Chairman Deyne stated that as discussed at the February 4th Committee of the Whole Meeting, the Village is looking to complete a formal study to determine appropriate sewer and water rates to properly fund existing and future operational and capital needs. The study will also look into implementing a stormwater funding source.

The draft Request for Qualifications (RFQ) is attached for the Board to provide comments, and so staff can ensure all questions or items the Board wants investigated are reviewed. Staff will implement any changes into the RFQ and plan to have a contract with the most qualified consultant at the May 6th Board meeting for approval.

The consultant will conduct the study, submit a report, and present their findings and data to the Board for future rate adjustments. No rate changes will be proposed until the study is complete and has been presented.

Public Works Director Dan Dinges stated they wanted to bring this to the board before they put this out before they seek requests from consultants that would do this study so that they can start. He stated the goal is to bring a contract to the board by the first meeting in May so that they can work on a study in the summer and fall. He stated the goal is to have rates, recommendations, and structure ready for capital budget discussions.

Trustee Deyne asked what type of firms they would be reaching out to. Public Works Director Dan Dinges stated they would be reaching out to both finance and engineering since this project involves both aspects. He stated a blend of both would bring about a good study to be discussed.



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Trustee Hopkins stated that we always discuss what neighboring communities are doing. He stated that other communities have a separate budget for their sewer treatment plant which is covered under one budget. He stated that this is something that he would like to see and have the take a look at during this study.

Mayor Wallace stated it would be a good idea to keep the theme of where we want the village to be lined up. He stated that's something that was brought up recently which he feels is a great way to explain things to residents in a common way.

Trustee LaPorte stated it would be great if the consultant could determine if it's water and sewer rates funding this project or if they're getting funding from a different budget to help fund those projects.

Public Works Director Dan Dinges stated that they will be looking at that along with what other grants might be out there for us to utilize as well.

Village Administrator Paula Schumacher stated that the work that GIS along with Public Works have done on asset management to collect data on the age, maintenance, and cost have really helped to peg that level of service that's needed.

### C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

#### 1. Review Proposed Budget (Police, Planning & Development, Admin, Golf) continued

Assistant to the Village Administrator Sam Hughes continued with the Administration budget. He referenced page 10, stating that our social media measures have been steadily increasing and that we are at just about 30,000 total with the vast majority of that coming from our Facebook page. He stated that for a town of 41,000 people that is certainly quite a bit of reach and will continue to go a long way for us as far as getting the word out about events for example, and more serious posts regarding accidents or other emergencies.

He stated that we have no personal or capital requests. He then referenced pages 13-14, stating that these conferences are all unchanged from previous years besides the addition of the Illinois Public Service Institute for one employee. He went on to say that this is a training that a couple of employees from our public works department have already attended, and it comes highly recommended for local government-based leadership and supervisory training.

Assistant to the Village Administrator Sam Hughes then referenced page 17 stating that this is where most of the changes to our budget can be seen. He referenced the service agreements line item, stating that this increase comes from transferring items that were previously in central services to the administration department's budget, so they are all typical expenditures they were just not in this line item so that's why this is increasing. He stated that those expenditures include Code Red, Bartletter printing, and the Clarke mosquito abatement.



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He then discussed the economic incentives line item, stating that this 30% increase comes from the Bartlett Automall estimate. He stated that they have been seeing some pretty large jumps in their monthly sales, which is why they are increasing this estimate about 70% from last year which means a lot of cars are being sold in Bartlett. He stated that additionally, they are estimating the Ace Hardware sales tax rebate to cease this fiscal year.

He stated that the other large increase comes from our community relations budget. He stated that the majority of this comes from budgeting for an artificial tree for the Merry and Bright event. He went on to say that the tree would be about \$45,000 depending on potential sales incentives and be roughly 35 feet tall with a maximum height of 41'. He stated that on the civic group funding side, there are some small increases asked for from four of the civic groups totaling an additional 8,030. He stated that the Oktoberfest and Arts in Bartlett requests are over the suggested maximum amounts based on their expenses and the civic group funding matrix that was established, but it is only a suggested funding scale. He stated that last year Ignite the Courage was a first-time requester last year and requested \$8,000. He went on to say that this year they are requesting \$10,000.

Trustee Gunsteen asked why they are asking for \$10,000. Village Administrator Paula Schumacher stated that that event is growing in size and popularity from year to year and this is based on anticipation regarding attendance. Trustee Gunsteen stated that he was asking since this is a newer event that we're giving an extra \$2,000 to versus the 4<sup>th</sup> of July Committee that's been around for many years that's always been \$12,000 and could use that extra funding. Village Administrator Paula Schumacher stated that we budget based on what the requests are and that it is entirely at the Boards discretion. Trustee Gunsteen asked if the 4<sup>th</sup> of July has more of a financial impact and burden on staff and the police department than on the other events. Chief Pretkelis stated that it is significantly higher at the 4<sup>th</sup> of July fest.

Trustee LaPorte asked for clarification on the DuPage Mayor's Managers and Northwest Municipal Conference. Village Administrator Paula Schumacher stated that it is a big expense and our major lobbying and legislative arm. She stated it is what we use to keep abreast of the governor's budget, any legislation coming down, which allows them to be more effective on the broader issues such as pension reform etc. She stated the dues are based on population and that being involved in both these groups gives us opportunities for grant funding.

Trustee Gandsey asked a question referencing page 20 regarding the social workers. She was advised that it would be discussed at the next meeting.

Trustee Hopkins asked that in 2019-2020 the budget was 1.8 million and the proposed budget is now 3.4 million. He asked if that could be clarified. Village Administrator Paula Schumacher stated that when we reconfigured departments, it made sense to take out Central Services. She stated that it's been allocated to the departments. She stated those costs are calculated the same as under Central Services but now they're in the departments that are more responsible for them, but administration took the bigger hit. Also an increase is shown for additional tax rebate growth from the auto mall which is accounted for in the Administration Budget.



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Village Administrator Scott Skrycki presented the Golf budget. He stated a couple of the highlights from the season are looking at the event counts. He stated that staff project 40 large events which is a record. He stated that they are currently at 49 weddings, which is the second largest count for weddings in 15 years. He stated that food and beverage has accomplished is remarkable and that they've done it with one less full time equivalent. He stated they've been seeing record highs across the board. He stated they're looking on doing more driving range by offering additional bucket sizes, different price points including running a happy hour between 3-6pm. He stated the food and beverage revenues are expected to be 5% over the current budget. He went on to say that they are projecting record midway and beverage cart sales for the fifth straight year due to changes that were made to those operations. He stated they don't have a Saturday available until November for banquets.

He stated other highlights include the 100<sup>th</sup> anniversary in 2026. He stated they are working on rolling on several events to commemorate that. He stated they are also looking to grow their social media presence. He went on to say that they are working to rework their menu as well as pre-ordering while on the golf course. They are also looking into grilling over most weekends over the summer to increase those impulse buys that has led to their revenue.

He referenced page 174 highlighting that they hold all three wedding accolades, Zola, Wedding Wire, and the Knot. He stated they are also continuing the renovation of bunkers in house. They received several high quotes, but our staff has been able to accomplish this for \$17,699. He stated staff have been able to continue to develop enhanced menus including the casual package which has increased profit margins and is responsible for 23% of weddings. Paul Petersen stated that the Casual Package includes something less formal and inexpensive. He stated it gives a more informal presentation and the food that's served costs around half of the regular wedding package. Village Administrator Paula Schumacher stated that they've been able to recruit larger golf outings at a price point higher than the last couple of years which is attributed to the great reputation of Bartlett Hills.

Assistant Village Administrator Scott Skrycki stated that there were no personnel requests. He stated that there are two requests, one is a new golf cart fleet, and the other is shop fixtures and displays in the pro shop. Mayor Wallace asked if they swap out the GPS to go into the new carts, it was confirmed that it is correct. Trustee LaPorte asked if it was cheaper to rent them instead of purchase. The Assistant Finance Director Matt Coulter stated that this is a five year lease and for this budget they won't make any payment but will use the trade in for the current fleet. Trustee Gunsteen asked if they needed replacement right now. It was confirmed that there's usually 4 golf carts or so in the shop that the mechanic has to work on.

Trustee Hopkins wanted to clarify that we currently own the golf carts but now want to lease them. Assistant Finance Director Matt Coulter stated that it's a five-year lease to buy after which we own them. It was confirmed that's what we've done in years past. Mayor Wallace stated that seat comfortability makes a difference. Assistant Village Administrator Scott Skrycki stated that the presentation on the golf course allows them to raise their user fees as well. Trustee Gandsey asked about recording the expense. The Assistant Finance Director Matt Coulter stated that while they won't be making any payment next year, they still need to record it for budgeting purposes.



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Assistant Village Administrator Scott Skrycki stated that there are no changes to professional development or the golf program. He stated that on page 10 the golf carts are recognized on the bottom. Trustee LaPorte asked how we track the simulator revenue. Assistant Village Administrator Scott Skrycki stated that it's tracked within our rounds. Trustee Gandsey asked if we're taking out one of the awards that we applied for since that amount went from \$6,000 to \$5,000. Assistant Village Administrator Scott Skrycki stated that line item went down due to getting away from publications and moving towards social media. Assistant Village Administrator Scott Skrycki referenced page 14 which are back stands for the driving range which are about 20 years old.

Matt Giermak Grounds Superintendent then presented about Grounds maintenance. He stated that they have no requests for Personnel requests and capital outlay. He stated professional development has decreased 46% since they removed some local chapter monthly meetings. He stated that professional association has decreased 12%. He stated that with line-item details, some of the bigger increases are building maintenance material since they have to repair pin hole leaks in the fire suppression system and some tests and repairs to the well pump which is over 20 years old. He then discussed tree maintenance stating they need to remove over 20 dead trees that are a safety issue and are too big to remove on their own. He stated that the other major increase is building and grounds to seal coat the parking lot and repairing some spots on the golf course.

Trustee Gunsteen asked if they were going to replace some of the paths in house. Matt Giermak Grounds Superintendent stated that they are going to work with Public Works to complete some of the worth paths. Trustee Gunsteen stated there was no funding for reconfiguring the unused locker rooms in the building. Village Administrator Paula Schumacher stated they're getting pricing right now and have had an Architect come in to take a look at adding a grooms room much like they have a bride's room as an upcharge for events. She stated that with what was in the budget they have enough to cover the cost of the work. Food and Beverage Manager Paul Peterson stated that they're taking the bridal suite as it is and converting it into a two-sided space with vanities on either side; essentially double the space to accommodate bridal parties of 10-12.

Food and Beverage Manager Paul Peterson stated they have no capital outlay or personnel requests. He stated that they have the normal professional development detail of food handling and food service managers certifications. He stated that with line items for the restaurant, they have a zero percent personnel increase. He went on to say that they work very hard to pull off the work of five people as a group of 4. He stated it's a well-rounded team and their goal is that every phone call and lead or visit ends up in a deal of some type. He stated that under restaurants there's a 1% increase compared to what they have over budget. In regard to banquet, he stated there was no capital outlay requests. He stated that they believe they will be able to cut over \$10,000 off the estimate due to the casual package. He stated that they will be utilizing some of this revenue to utilize social media more.

Trustee Deyne asked on page 34 about a company listed and asked what it was. He was advised that it's a knife sharpening company that assists with knife sharpening and cutter sharpening for the kitchen. Trustee Gunsteen asked about the parking lot replacement and when that was coming up. Public Works Director Dan Dinges stated that they might do some patching, but the schedule is just seal coating this year to extend the life. Trustee Gandsey then asked about the trash enclosure being moved and if there



## VILLAGE OF BARTLETT COMMITTEE MINUTES March 4, 2025

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was a plan for that space. Village Administrator Paula Schumacher stated that those outdoor ceremonies no longer overlook the dumpster. She stated they've looked at some things to provide that as a photo area. Food and Beverage Manager Paul Peterson stated that the golf course is very close to the clubhouse, and it was brought up using the putting green in that area or perhaps a gazebo on the path in that area. He stated that it is in the works to come up with a plan to rework that area. Trustee Gunsteen also brought up needing a roof and some point on that building. Assistant Village Administrator Scott Skrycki stated there was a hole repaired about two years ago but that it is nearing its life expectancy.

Village Administrator Paula Schumacher stated that the work that Matt Giermak Grounds Superintendent has done to naturalize some areas to beautify the course and cut down on the maintenance. She stated the work that the irrigation system does now is precise and gives the ability to save on a lot of water use. She went on to say that the other exciting news this summer is including Bartlett Hills in the internship program with the high school for mechanics and culinary students.

Mayor Wallace asked Matt Giermak Grounds Superintendent if everything has met his expectations now that the Irrigation has been installed. He stated that it exceeded his expectations, and they can control exactly where the water goes. He stated that the playability on the golf course will be outstanding moving forward. He stated they can now water the rough around the greens with this system which has made it very lush this year. He stated for the grounds department; they know the system ran the night before and don't have to spend an hour driving around identifying which heads are leaking etc. Trustee LaPorte stated that the big anniversary is next year. He asked if they should start setting some money aside to have an open house for kids and members of the community to come out. Assistant Village Administrator Scott Skrycki stated that it was something discussed during village institute day with the golf course and the anniversary is something they really want to lean into especially as a good marketing opportunity.

Village Administrator Paula Schumacher pointed out on page 39 all the numbers laid out on one page for all the divisions which was a request from the Board to make overall review easier Trustee Gunsteen asked about the lease for the golf carts and whether it was a zero-maintenance lease. Matt Giermak Grounds Superintendent stated they would still need to maintain them including oil changes etc. Trustee Gunsteen asked if there was an option for a zero-maintenance lease. Assistant Village Administrator Scott Skrycki stated they have not seen any like that.

### 5. ADJOURNMENT

Mayor Wallace moved to adjourn the Committee of the Whole Meeting. Trustee Deyne moved to approve; the motion was seconded by Trustee Gandsey.

### ROLL CALL VOTE TO ADJOURN

AYES: Chairmen Deyne, Gandsey, Gunsteen, Hopkins, LaPorte (remote), Suwanski

NAYS: None

ABSENT: None

MOTION CARRIED



## **VILLAGE OF BARTLETT COMMITTEE MINUTES March 4, 2025**

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The Committee of the Whole meeting was adjourned at 8:43 p.m.

Jackie Cardoza  
Executive Assistant

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 3/18/2025

**100-GENERAL FUND REVENUES**

**430300-VILLAGE FINES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RYAN GREEN	PARKING TICKET REFUND/PAID IN ERROR	50.00
	<u>INVOICES TOTAL:</u>	<u>50.00</u>
		50.00

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 IPBC	MONTHLY INSURANCE - MARCH 2025	307,273.69
	<u>INVOICES TOTAL:</u>	<u>307,273.69</u>
		307,273.69

**1100-VILLAGE BOARD/ADMINISTRATION**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	155.25
	<u>INVOICES TOTAL:</u>	<u>155.25</u>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WGNAM	BRANDING CAMPAIGN	1,450.00
	<u>INVOICES TOTAL:</u>	<u>1,450.00</u>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

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

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	36.51
	<u>INVOICES TOTAL:</u>	<u>36.51</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	ILCMA LODGING/MEDALS	506.36
	<u>INVOICES TOTAL:</u>	<u>506.36</u>

**542100-REBATES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MERCH FOODS ONE INC	SALES TAX REBATE 2024	9,473.66

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 3/18/2025**

1 ZIEGLER'S ACE HARDWARE	SALES TAX REBATE 2024	4,522.96
		<u>INVOICES TOTAL: 13,996.62</u>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT ROTARY CLUB	4TH QTR 2024 DUES	195.00
1 METROPOLITAN MAYORS CAUCUS	MEMBERSHIP DUES	1,849.73
		<u>INVOICES TOTAL: 2,044.73</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	27.76
** 1 ELAN FINANCIAL SERVICES	BUSINESS DINNER	70.24
		<u>INVOICES TOTAL: 98.00</u>

18,391.97

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANCEL GLINK P.C.	PROFESSIONAL SERVICES	24,630.62
1 CLARK BAIRD SMITH LLP	PROFESSIONAL SERVICES	957.50
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	1,900.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	1,450.00
		<u>INVOICES TOTAL: 28,938.12</u>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	INVESTIGATION/ACQUISITION OF 555 LAKE ST	1,935.41
		<u>INVOICES TOTAL: 1,935.41</u>

30,873.53

**1400-FINANCE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	11.00
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	28.00
		<u>INVOICES TOTAL: 39.00</u>

**529000-OTHER CONTRACTUAL SERVICES**

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

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 3/18/2025

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	34.35
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	43.87
1 WAREHOUSE DIRECT	TONER	200.19
<b>INVOICES TOTAL:</b>		<b>278.41</b>
		<b>471.41</b>

**1500-PLANNING & DEV SERVICES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	50.57
<b>INVOICES TOTAL:</b>		<b>50.57</b>

**523110-LEGAL PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	PUBLIC HEARING NOTICES	85.10
<b>INVOICES TOTAL:</b>		<b>85.10</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	WASHER FLUID	30.30
1 FTD AUTO LLC	VEHICLE MAINTENANCE	94.25
** 1 WEX BANK	FUEL PURCHASES - JANUARY 2025	29.00
<b>INVOICES TOTAL:</b>		<b>153.55</b>

**526006-INSPECTION SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOOD & ALCOHOL SERVICE TRAINING INC	FOOD SERVICE INSPECTIONS 02/25	880.00
<b>INVOICES TOTAL:</b>		<b>880.00</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JANUARY 2025	648.79
<b>INVOICES TOTAL:</b>		<b>648.79</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	69.55
<b>INVOICES TOTAL:</b>		<b>69.55</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CONFERENCE EXPENSES/TRAINING FEES	1,270.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 3/18/2025

INVOICES TOTAL: 1,270.00

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	AICP/APA MEMBERSHIP DUES	746.00
<u>INVOICES TOTAL:</u>		<u>746.00</u>

3,903.56

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FULTON SIREN SERVICES	ANNUAL SYSTEM MONITORING FEE	524.22
1 POWERDMS INC	POWERPOLICY/POWERTIME SUBSCRIPTIONS	3,365.40
1 T-MOBILE	TELEPHONE BILL	1,041.60
1 T-MOBILE	TELEPHONE BILL	1,265.87
1 VERIZON WIRELESS	WIRELESS SERVICES	72.02
1 VERIZON WIRELESS	WIRELESS SERVICES	36.01
<u>INVOICES TOTAL:</u>		<u>6,305.12</u>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	COMPUTER MONITOR	121.49
1 NORTHERN ILLINOIS UNIVERSITY	TRAINING FEES	125.00
1 SIGNARAMA	RECRUITMENT BANNER	580.00
<u>INVOICES TOTAL:</u>		<u>826.49</u>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	VEHICLE REGISTRATION RENEWAL	154.40
1 FTD AUTO LLC	VEHICLE MAINTENANCE	339.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	373.54
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 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	198.00
1 MYD BARTLETT SG, LLC	JAN 2025 CAR WASHES	276.00
<u>INVOICES TOTAL:</u>		<u>1,680.94</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	69.90
1 DIY AWARDS	OFFICER OF THE YEAR PLAQUE	199.99
1 GENERAL PARTS LLC	WATER FOUNTAIN FILTERS	457.92
1 MIDWEST FIRST AID & SAFETY	FIRST AID SUPPLIES	131.83

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
**INVOICES DUE ON/BEFORE 3/18/2025**

1 P.F. PETTIBONE & CO	SERVICE BARS	438.90
1 RAY O'HERRON CO INC	UNIFORM APPAREL	281.01
1 RAY O'HERRON CO INC	UNIFORM APPAREL	143.94
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	260.00
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	17.98
<u>INVOICES TOTAL:</u>		<u>2,001.47</u>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	UNIFORM APPAREL	138.59
1 RAY O'HERRON CO INC	UNIFORM APPAREL	289.75
1 RAY O'HERRON CO INC	UNIFORM APPAREL	411.70
1 RAY O'HERRON CO INC	UNIFORM APPAREL	103.58
1 RAY O'HERRON CO INC	UNIFORM APPAREL	102.59
1 RAY O'HERRON CO INC	UNIFORM APPAREL	103.58
1 RAY O'HERRON CO INC	UNIFORM APPAREL	206.99
1 RAY O'HERRON CO INC	UNIFORM APPAREL	200.16
1 RAY O'HERRON CO INC	UNIFORM APPAREL	20.86
1 RAY O'HERRON CO INC	UNIFORM APPAREL	664.25
1 RAY O'HERRON CO INC	UNIFORM APPAREL	303.32
1 RAY O'HERRON CO INC	UNIFORM APPAREL	1,168.12
1 VANTAGE CUSTOM CLASSICS INC	STAFF APPAREL	196.36
<u>INVOICES TOTAL:</u>		<u>3,909.85</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JANUARY 2025	12,210.40
<u>INVOICES TOTAL:</u>		<u>12,210.40</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	35.24
<u>INVOICES TOTAL:</u>		<u>35.24</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COLLEGE OF DUPAGE	TRAINING CLASS	325.00
** 1 ELAN FINANCIAL SERVICES	MAVERICK GROOMING/LUNCHEONS/PLAQUE	435.73
** 1 ELAN FINANCIAL SERVICES	CONFERENCE REGISTRATION FEES	1,445.00
** 1 KANE COUNTY CHIEFS OF POLICE	OFFICER OF THE YEAR BANQUET	350.00
1 LAW ENFORCEMENT RECORDS	CONFERENCE FEE/H SUMNER	50.00
1 LAW ENFORCEMENT RECORDS	CONFERENCE FEE/L PELCZARSKI	60.00
1 NORTH EAST MULTI-REGIONAL TRAINING INC	CLASS REGISTRATION FEES	80.00
1 NORTH EAST MULTI-REGIONAL TRAINING INC	CLASS REGISTRATION FEES	80.00
1 ULTIMATE TRAINING MUNITIONS	SIMUNITION TRAINING PISTOL KITS	1,427.89
<u>INVOICES TOTAL:</u>		<u>4,253.62</u>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 3/18/2025**

**542000-PLANNING & RESEARCH**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 POWERDMS INC	POWERPOLICY/POWERTIME SUBSCRIPTIONS	7,052.26
	<b>INVOICES TOTAL:</b>	<b>7,052.26</b>

**542810-SAFETY PROGRAM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CREDIT MEMO	-38.40
	<b>INVOICES TOTAL:</b>	<b>-38.40</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	27.96
	<b>INVOICES TOTAL:</b>	<b>27.96</b>

**544001-PRISONER DETENTION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 ALBERTSONS - SAFEWAY	FOOD PURCHASE	51.38
	<b>INVOICES TOTAL:</b>	<b>51.38</b>

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONRAD POLYGRAPH INC	POLYGRAPH EXAM FEE	2,029.50
	<b>INVOICES TOTAL:</b>	<b>2,029.50</b>

40,345.83

**1800-STREET MAINTENANCE**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T-MOBILE	TELEPHONE BILL	314.04
1 VERIZON WIRELESS	WIRELESS SERVICES	50.43
1 VERIZON WIRELESS	WIRELESS SERVICES	36.01
1 VERIZON WIRELESS	WIRELESS SERVICES	21.00
	<b>INVOICES TOTAL:</b>	<b>421.48</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	4,078.21
1 NICOR GAS	GAS BILL	406.89
1 NICOR GAS	GAS BILL	1,261.13
1 NICOR GAS	GAS BILL	1,646.23
	<b>INVOICES TOTAL:</b>	<b>7,392.46</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

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

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 3/18/2025**

1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	90.00
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	644.00
		<b>INVOICES TOTAL: 734.00</b>

**527110-SVCS TO MAINTAIN TRAFFIC SIGS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	32.43
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	1,190.64
1 STATE TREASURER	TRAFFIC SIGNAL MAINTENANCE	771.87
		<b>INVOICES TOTAL: 1,994.94</b>

**527112-SERVICE TO MAINTAIN STR LIGHTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATRIX UTILITY CONSTRUCTION LTD	ELECTRICAL CONDUIT INSTALLATION	2,900.00
		<b>INVOICES TOTAL: 2,900.00</b>

**527140-TREE TRIMMING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES URBAN FORESTRY	TREE SURVEY	10,560.00
		<b>INVOICES TOTAL: 10,560.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	DONUTS/COOKIES FOR MEETINGS	24.39
1 MENARDS	MATERIALS & SUPPLIES	247.88
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	16.04
		<b>INVOICES TOTAL: 288.31</b>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	SAFETY EQUIPMENT	344.00
		<b>INVOICES TOTAL: 344.00</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BATTERY SERVICE CORP	BATTERY	133.10
		<b>INVOICES TOTAL: 133.10</b>

**532010-FUEL PURCHASES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JANUARY 2025	7,961.23
		<b>INVOICES TOTAL: 7,961.23</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	TONER	30.74

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 3/18/2025**

**	1 SAM'S CLUB	MATERIALS & SUPPLIES	40.36
	1 WAREHOUSE DIRECT	OFFICE SUPPLIES	26.58
	1 WAREHOUSE DIRECT	OFFICE SUPPLIES	3.70
			<u>INVOICES TOTAL:</u> <b>101.38</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	28.05
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	12.34
		<u>INVOICES TOTAL:</u> <b>40.39</b>

**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3M COMPANY	STREET SIGN MATERIALS	1,706.22
1 3M COMPANY	STREET SIGN MATERIALS	2,930.41
		<u>INVOICES TOTAL:</u> <b>4,636.63</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DANIEL DINGES	PIZZA LUNCH FOR PW TRAINING DAY	80.00
** 1 ELAN FINANCIAL SERVICES	MAPSI 2025 REGISTRATION FEE/LUNCHEON	454.99
		<u>INVOICES TOTAL:</u> <b>534.99</b>

**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	COUNTRY CREEK STABILIZATION	16,989.25
		<u>INVOICES TOTAL:</u> <b>16,989.25</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES	186.66
		<u>INVOICES TOTAL:</u> <b>186.66</b>

55,218.82

**430000-DEVELOPER DEPOSITS FUND**

**245004-DONATIONS DUE TO U46**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SCHOOL DISTRICT U-46	DEVELOPER DONATIONS	720,505.42
		<u>INVOICES TOTAL:</u> <b>720,505.42</b>

**262099-DEPOSIT-ORDINANCE 89-49**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT PROPERTIES LLC	CASH BOND REFUND/1397 SCHIFERL RD	130,966.00
		<u>INVOICES TOTAL:</u> <b>130,966.00</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 3/18/2025**

851,471.42

**5000-WATER OPERATING EXPENSES**

**520025-DWC WATER AGREEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - JANUARY 25	522,784.62
<b>INVOICES TOTAL:</b>		<b>522,784.62</b>

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	SCADA PHONE SERVICE	38.04
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	13,035.25
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
<b>INVOICES TOTAL:</b>		<b>15,366.62</b>

**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
<b>INVOICES TOTAL:</b>		<b>398.08</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	2,784.91
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	835.39
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	806.62
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	5,142.28
1 NICOR GAS	GAS BILL	427.05
1 NICOR GAS	GAS BILL	336.96
<b>INVOICES TOTAL:</b>		<b>10,333.21</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	161.00
<b>INVOICES TOTAL:</b>		<b>161.00</b>

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VULCAN CONSTRUCTION MATERIALS LLC	GRAVEL PURCHASE	1,470.72
<b>INVOICES TOTAL:</b>		<b>1,470.72</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MATERIALS & SUPPLIES	74.00
1 CORE & MAIN LP	MATERIALS & SUPPLIES	326.00

\*\* Indicates pre-issue check.

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	1 CORE & MAIN LP	MATERIALS & SUPPLIES	576.00
**	1 ELAN FINANCIAL SERVICES	DONUTS/COOKIES FOR MEETINGS	16.27
			<b>INVOICES TOTAL: 992.27</b>

**530120-CHEMICAL SUPPLIES**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 HAWKINS INC	CHEMICAL SUPPLIES	728.14
			<b>INVOICES TOTAL: 728.14</b>

**532000-AUTOMOTIVE SUPPLIES**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 WEX BANK	FUEL PURCHASES - JANUARY 2025	865.43
			<b>INVOICES TOTAL: 865.43</b>

**532200-OFFICE SUPPLIES**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 AMAZON CAPITAL SERVICES INC	TONER	30.74
**	1 SAM'S CLUB	MATERIALS & SUPPLIES	40.36
	1 WAREHOUSE DIRECT	OFFICE SUPPLIES	26.58
	1 WAREHOUSE DIRECT	OFFICE SUPPLIES	3.70
			<b>INVOICES TOTAL: 101.38</b>

**532300-POSTAGE**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 FEDERAL EXPRESS CORP	POSTAGE	21.42
	1 SEBIS DIRECT INC	MARCH BILLS POSTAGE	3,200.29
			<b>INVOICES TOTAL: 3,221.71</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 BATTERIES PLUS BULBS	BATTERY	20.15
	1 BATTERIES PLUS BULBS	BATTERIES	141.05
	1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	28.05
			<b>INVOICES TOTAL: 189.25</b>

**534810-METER MAINTENANCE MATERIALS**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 WATER RESOURCES INC	WATER METERS & SUPPLIES	3,496.20
	1 WATER RESOURCES INC	WATER METERS & SUPPLIES	3,030.19
			<b>INVOICES TOTAL: 6,526.39</b>

**541600-PROFESSIONAL DEVELOPMENT**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 DANIEL DINGES	PIZZA LUNCH FOR PW TRAINING DAY	80.00
**	1 ELAN FINANCIAL SERVICES	MAPSI 2025 REGISTRATION FEE/LUNCHEON	455.00
			<b>INVOICES TOTAL: 535.00</b>

\*\* Indicates pre-issue check.

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**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES	186.66
<b>INVOICES TOTAL:</b>		<b>186.66</b>

**547072-DWC CAPITAL BUY IN PRINCIPAL**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - JANUARY 25	36,196.20
<b>INVOICES TOTAL:</b>		<b>36,196.20</b>

600,056.68

**5090-WATER CAPITAL PROJECTS EXP**

**581020-WATER METER AUTOMATION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS & SUPPLIES	249,857.10
<b>INVOICES TOTAL:</b>		<b>249,857.10</b>

**581031-LEAK SURVEY/REPAIR**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER SERVICES CO	WATER METER LEAK SURVEY	7,350.00
<b>INVOICES TOTAL:</b>		<b>7,350.00</b>

257,207.10

**5100-SEWER OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	SCADA PHONE SERVICE	38.05
<b>INVOICES TOTAL:</b>		<b>38.05</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T-MOBILE	TELEPHONE BILL	67.20
1 T-MOBILE	TELEPHONE BILL	314.05
1 VERIZON WIRELESS	WIRELESS SERVICES	50.43
<b>INVOICES TOTAL:</b>		<b>431.68</b>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENVIROSCIENCE INC	ANALYTICAL TESTING	955.00
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	992.50
<b>INVOICES TOTAL:</b>		<b>1,947.50</b>

**524120-UTILITIES**

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

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1 COMMONWEALTH EDISON CO	ELECTRIC BILL	945.51
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	70.32
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	60.30
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	282.68
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	280.80
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	136.11
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	403.79
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	567.32
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	210.53
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	152.08
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	84.10
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	117.78
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	277.01
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,008.62
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	122.56
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	29,139.59
1 NICOR GAS	GAS BILL	54.46
1 NICOR GAS	GAS BILL	55.91
1 NICOR GAS	GAS BILL	153.78
1 NICOR GAS	GAS BILL	731.34
1 NICOR GAS	GAS BILL	99.33
1 NICOR GAS	GAS BILL	59.70
1 NICOR GAS	GAS BILL	56.24
1 NICOR GAS	GAS BILL	108.49
1 NICOR GAS	GAS BILL	150.20
1 NICOR GAS	GAS BILL	57.08
1 NICOR GAS	GAS BILL	55.16
1 NICOR GAS	GAS BILL	89.95
		<b>INVOICES TOTAL: 35,530.74</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXCEL OIL SERVICE	USED OIL PICKUP	139.50
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	686.38
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	138.00
		<b>INVOICES TOTAL: 963.88</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	138.76
** 1 ELAN FINANCIAL SERVICES	DONUTS/COOKIES FOR MEETINGS	16.27
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	16.28
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	24.40
		<b>INVOICES TOTAL: 195.71</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JANUARY 2025	1,339.84

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 1,339.84

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	TONER	61.49
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	40.36
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	26.59
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	3.70
<u>INVOICES TOTAL:</u>		<u>132.14</u>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MARCH BILLS POSTAGE	3,200.28
<u>INVOICES TOTAL:</u>		<u>3,200.28</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	SHOP MATERIALS FOR WWTP	43.39
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	28.06
<u>INVOICES TOTAL:</u>		<u>71.45</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DANIEL DINGES	PIZZA LUNCH FOR PW TRAINING DAY	80.00
** 1 ELAN FINANCIAL SERVICES	MAPSI 2025 REGISTRATION FEE/LUNCHEON	455.01
<u>INVOICES TOTAL:</u>		<u>535.01</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES	186.68
<u>INVOICES TOTAL:</u>		<u>186.68</u>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AFFORDABLE OFFICE INTERIORS	OFFICE FURNITURE PURCHASE	2,160.00
** 1 ELAN FINANCIAL SERVICES	MATERIALS FOR WWTP OFFICE REMODEL	280.69
1 MENARDS	MATERIALS & SUPPLIES	488.82
1 MENARDS	MATERIALS & SUPPLIES	127.29
1 MENARDS	MATERIALS & SUPPLIES	32.25
<u>INVOICES TOTAL:</u>		<u>3,089.05</u>

47,662.01

**5190-SEWER CAPITAL PROJECTS EXP**

**582026-LIFT STATIONS**

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

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1 TROTTER & ASSOCIATES INC	LIFT STATION REHAB PROJECT	13,891.00
	<b>INVOICES TOTAL:</b>	<b>13,891.00</b>

**582028-DEVON EXCESS FLOW PLANT REHB**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MARTAM CONSTRUCTION INC	DEVON EXCESS FLOW LIFT STATION	595,314.67
	<b>INVOICES TOTAL:</b>	<b>595,314.67</b>

609,205.67

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

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

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	163.56
1 NICOR GAS	GAS BILL	415.91
1 VERIZON WIRELESS	WIRELESS SERVICES	42.17
	<b>INVOICES TOTAL:</b>	<b>621.64</b>

**529000-OTHER CONTRACTUAL SERVICES**

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

1,059.93

**550-GOLF FUND REVENUES**

**470010-CLUBHOUSE BANQUET SALES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 MARIA ARIF	REFUND OF EVENT DEPOSIT	250.00
	<b>INVOICES TOTAL:</b>	<b>250.00</b>

250.00

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COLLEY ELEVATOR COMPANY	QUARTERLY INSPECTION SERVICES	254.00
1 COMCAST	INTERNET SERVICE	161.40
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	51.04
1 MOLTREE MECHANICAL	EQUIPMENT REPAIRS	2,900.70
1 MOLTREE MECHANICAL	MAINTENANCE AGREEMENT	2,856.00

\*\* Indicates pre-issue check.

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1	MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES	848.00
1	TERMINIX ANDERSON	PEST CONTROL SERVICES	129.25
<b>INVOICES TOTAL:</b>			<b>7,200.39</b>

**523100-ADVERTISING**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	SHAW MEDIA	ADVERTISING	165.00
<b>INVOICES TOTAL:</b>			<b>165.00</b>

**524120-UTILITIES**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	NICOR GAS	GAS BILL	1,754.12
<b>INVOICES TOTAL:</b>			<b>1,754.12</b>

**534200-GOLF CART MAINTENANCE MATLS**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	1,200.53
<b>INVOICES TOTAL:</b>			<b>1,200.53</b>

10,320.04

**5510-GOLF MAINTENANCE EXPENSES**

**524120-UTILITIES**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	NICOR GAS	GAS BILL	584.72
1	NICOR GAS	GAS BILL	868.31
<b>INVOICES TOTAL:</b>			<b>1,453.03</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	40.04
1	AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	261.99
1	O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	5.29
1	O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	14.24
1	O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	26.42
1	O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	59.38
1	O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	63.62
1	O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	45.25
1	O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	75.90
1	O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	16.98
<b>INVOICES TOTAL:</b>			<b>609.11</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	REINDERS INC	MAINTENANCE SUPPLIES	62.00
<b>INVOICES TOTAL:</b>			<b>62.00</b>

\*\* Indicates pre-issue check.

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2,124.14

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES	106.00
<b>INVOICES TOTAL:</b>		<b>106.00</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SHAW MEDIA	ADVERTISING	165.00
<b>INVOICES TOTAL:</b>		<b>165.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	292.36
<b>INVOICES TOTAL:</b>		<b>292.36</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	SUPPLIES	15.03
1 AMAZON CAPITAL SERVICES INC	SUPPLIES	40.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	27.35
<b>INVOICES TOTAL:</b>		<b>82.38</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	500.00
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	400.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	100.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	350.00
1 GRECO AND SONS INC	FOOD PURCHASE	155.04
1 GRECO AND SONS INC	FOOD PURCHASE	200.00
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	100.00
<b>INVOICES TOTAL:</b>		<b>1,805.04</b>

2,450.78

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALSCO	CREDIT MEMO	-45.00
1 ALSCO	LINEN SERVICES	48.60
1 JK TECHNOLOGY SOLUTIONS	MONTHLY SOFTWARE SUPPORT	300.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES	106.00

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 409.60

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SHAW MEDIA	ADVERTISING	165.00
		<u>INVOICES TOTAL: 165.00</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	292.36
		<u>INVOICES TOTAL: 292.36</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	SUPPLIES	15.03
1 AMAZON CAPITAL SERVICES INC	SUPPLIES	44.05
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	27.35
1 MLA WHOLESALE INC	FLOWERS	83.65
		<u>INVOICES TOTAL: 170.08</u>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	290.99
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	840.12
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	371.37
1 CIGAR WERKS INC	CIGAR PURCHASE	100.00
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	407.68
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	1,730.55
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	703.21
1 GRECO AND SONS INC	FOOD PURCHASE	200.00
1 GRECO AND SONS INC	FOOD PURCHASE	232.04
1 IL GIARDINO DEL DOLCE INC	PASTRIES & COOKIES	165.00
1 IL GIARDINO DEL DOLCE INC	CAKE	88.50
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	229.96
		<u>INVOICES TOTAL: 5,359.42</u>

6,396.46

**5580-GOLF MIDWAY EXPENSES**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	SUPPLIES	15.03
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	27.36
		<u>INVOICES TOTAL: 42.39</u>

\*\* Indicates pre-issue check.

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**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CIGAR WERKS INC	CIGAR PURCHASE	345.85
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	360.00
<b>INVOICES TOTAL:</b>		<b>705.85</b>

748.24

**6000-CENTRAL SERVICES EXPENSES**

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	GIS AUTOMATION/MDM FEES/CLOUD SERVICES	178.58
1 GRANICUS	GOV ACCESS WEBSITE HOSTING	8,000.00
<b>INVOICES TOTAL:</b>		<b>8,178.58</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES	1,300.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES	4,878.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES	521.00
1 SCHINDLER ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	3,200.00
1 TERMINIX ANDERSON	PEST CONTROL SERVICES	263.56
1 VALLEY FIRE PROTECTION SYSTEMS LLC	SERVICE CALL	1,125.00
<b>INVOICES TOTAL:</b>		<b>11,287.56</b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,568.76
1 COMCAST	INTERNET SERVICE	187.90
1 T-MOBILE	TELEPHONE BILL	67.20
<b>INVOICES TOTAL:</b>		<b>4,823.86</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	717.87
1 NICOR GAS	GAS BILL	2,493.23
<b>INVOICES TOTAL:</b>		<b>3,211.10</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	ENVELOPES	750.03
** 1 ELAN FINANCIAL SERVICES	NEW EMPLOYEE ID BANDS	46.93
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	724.96
1 WAREHOUSE DIRECT	PAPER	620.76
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	228.82

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 2,371.50

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	BATTERY REPLACEMENT	429.98
** 1 WEX BANK	FUEL PURCHASES - JANUARY 2025	32.40
		<u>INVOICES TOTAL: 462.38</u>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DELL COMPUTER CORP	SQL SERVER LICENSES	12,448.34
1 GENESISONE	CHECK PRESSURE SEALER REPLACEMENT	8,700.00
		<u>INVOICES TOTAL: 21,148.34</u>

51,483.32

**7000-POLICE PENSION EXPENDITURES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REIMER DOBROVOLNY & LABARDI PC	LEGAL SERVICES	1,805.77
		<u>INVOICES TOTAL: 1,805.77</u>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAUTERBACH & AMEN LLP	FEBRUARY 2025 PSA	205.00
		<u>INVOICES TOTAL: 205.00</u>

2,010.77

**GRAND TOTAL: 2,898,975.37**

GENERAL FUND	456,528.81
DEVELOPER DEPOSITS FUND	851,471.42
WATER FUND	857,263.78
SEWER FUND	656,867.68
PARKING FUND	1,059.93
GOLF FUND	22,289.66
CENTRAL SERVICES FUND	51,483.32
POLICE PENSION FUND	2,010.77
<b>GRAND TOTAL</b>	<b>2,898,975.37</b>

\*\* Indicates pre-issue check.

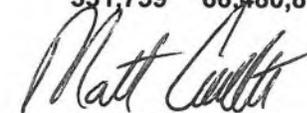
VILLAGE OF BARTLETT TREASURER'S REPORT  
 CASH & INVESTMENT REPORT  
 FISCAL YEAR 2024/25 as of January 31, 2025

Fund	12/31/2024	Receipts	Disbursements	1/31/2025
General	29,117,666	2,539,884	2,694,922	28,962,628
MFT	7,245,052	182,102	119,016	7,308,138
Debt Service	554,209	2,100	1,000	555,309
Capital Projects	4,078,405	14,778	500,000	3,593,182
Municipal Building	4,734,054	17,208	0	4,751,262
Developer Deposits	3,346,022	20,310	0	3,366,332
59 & Lake TIF	(2,560,248)	0	0	(2,560,248)
BC Municipal TIF	0	0	0	0
Bluff City TIF Municipal	451,749	1,713	0	453,462
Water	6,904,605	1,001,206	1,059,189	6,846,622
Sewer	29,700,116	702,172	371,074	30,031,214
Parking	(190,545)	7,862	4,930	(187,613)
Golf	(1,472,855)	39,421	166,557	(1,599,991)
Central Services	811,000	147,136	87,987	870,149
Vehicle Replacement	4,183,882	65,887	46,384	4,203,385
<b>TOTALS</b>	<b>86,903,111</b>	<b>4,741,778</b>	<b>5,051,058</b>	<b>86,593,831</b>

Detail of Ending Balance			
Cash	Investments	Net Assets/Liab.	1/31/2025
14,923,597	13,282,882	756,149	28,962,628
3,933,450	3,342,445	32,243	7,308,138
280,511	274,219	578	555,309
23,369	3,569,813	0	3,593,182
2,265,655	2,214,834	270,774	4,751,262
939,754	2,842,674	(416,096)	3,366,332
705,878	690,044	(3,956,170)	(2,560,248)
0	0	0	0
229,303	224,159	0	453,462
2,711,067	2,650,157	1,485,397	6,846,622
4,972,922	4,861,276	20,197,016	30,031,214
0	0	(187,613)	(187,613)
0	0	(1,599,991)	(1,599,991)
450,486	440,381	(20,718)	870,149
1,159,926	1,133,908	1,909,550	4,203,385
<b>32,595,918</b>	<b>35,526,793</b>	<b>18,471,120</b>	<b>86,593,831</b>

BC Project TIF	777,934	2,851	0	780,785
Bluff City Project TIF	64,276	244	0	64,520
Bluff City SSA Debt Srv.	106,163	244	0	106,407
Police Pension	65,613,938	1,519,809	313,708	66,820,038

0	0	780,785	780,785
32,626	31,894	0	64,520
0	0	106,407	106,407
331,759	66,480,877	7,402	66,820,038



Matt Coulter  
 Acting Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT  
REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND  
FISCAL YEAR 2024/25 as of January 31, 2025

Fund	Revenues				Expenditures			
	Actual	Current Year Budget	Percent	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	27,406,080	32,890,154	83.33%	78.42%	24,730,317	34,412,598	71.86%	73.88%
MFT	1,638,087	2,185,000	74.97%	77.68%	401,996	2,000,000	20.10%	49.00%
Debt Service	2,468,916	3,003,039	82.21%	79.46%	2,963,320	2,967,321	99.87%	99.88%
Capital Projects	160,859	100,000	160.86%	79.58%	1,000,000	3,000,000	33.33%	0.00%
Municipal Building	2,216,017	2,125,000	104.28%	228.71%	139,365	475,000	29.34%	67.44%
Developer Deposits	432,958	595,000	72.77%	178.72%	(69,300)	0	0.00%	0.00%
Bluff City SSA	49,328	8,422	585.71%	55.45%	0	60,000	0.00%	98.82%
59 & Lake TIF	3,830	360,000	1.06%	0.00%	0	360,000	0.00%	81.09%
Bluff City Municipal TIF	117,127	99,000	118.31%	112.52%	0	105,000	0.00%	0.28%
Bluff City Project TIF	1,650,231	3,670,000	44.97%	53.76%	1,619,008	3,650,000	44.36%	52.85%
Brewster Creek Municipal TIF	28,076	10,000	280.76%	114.15%	1,322,532	505,000	261.89%	47.96%
Brewster Creek Project TIF	49,780	20,000	248.90%	99.20%	755,715	100,000	755.71%	87.80%
Water	10,872,553	13,551,000	80.23%	82.54%	14,374,033	19,253,702	74.66%	63.23%
Sewer	11,256,338	10,720,000	105.00%	61.18%	9,274,681	15,221,332	60.93%	52.50%
Parking	60,369	75,000	80.49%	97.34%	52,897	85,285	62.02%	35.58%
Golf	2,429,189	4,535,100	53.56%	51.04%	3,585,479	4,534,131	79.08%	61.57%
Central Services	1,325,436	1,751,282	75.68%	75.98%	1,138,685	1,763,541	64.57%	70.93%
Vehicle Replacement	661,931	747,132	88.60%	82.79%	968,532	1,781,000	54.38%	18.79%
Police Pension	9,089,574	7,465,735	121.75%	98.21%	3,145,168	3,951,316	79.60%	74.91%
Subtotal	71,916,679	83,910,864	85.71%	76.48%	65,402,426	94,225,226	69.41%	65.28%
Less Interfund Transfers	(6,337,162)	(6,657,813)	95.18%	73.67%	(6,337,162)	(6,657,813)	95.18%	73.67%
Total	65,579,517	77,253,051	84.89%	76.63%	59,065,264	87,567,413	67.45%	64.90%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 MAJOR REVENUE BUDGET COMPARISONS  
 FISCAL YEAR 2024/25 as of January 31, 2025

Fund	Actual	Current Year Budget	Percent	Prior YTD %
Property Taxes	10,364,809	12,870,519	80.53%	74.65%
Sales Taxes (General Fund)	4,256,439	4,950,000	85.99%	71.62%
Income Taxes	5,415,896	7,025,000	77.09%	79.21%
Telecommunications Tax	294,244	390,000	75.45%	71.62%
Home Rule Sales Tax	2,785,587	3,000,000	92.85%	85.26%
Real Estate Transfer Tax	655,042	600,000	109.17%	86.09%
Use Tax	1,104,447	1,700,000	64.97%	70.41%
Building Permits	1,042,722	850,000	122.67%	116.37%
MFT	1,409,592	1,790,000	78.75%	81.37%
Water Charges	10,121,411	13,100,000	77.26%	79.82%
Sewer Charges	5,808,514	6,750,000	86.05%	86.35%
Interest Income	2,377,003	1,645,000	144.50%	18.15%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 GOLF FUND DETAIL (Excluding Capital Projects)  
 FISCAL YEAR 2024/25 as of January 31, 2025

Fund	Actual	Current Year Budget	Percent
<b>Golf Program</b>			
Revenues	1,443,086	1,647,500	87.59%
Expenses	1,174,882	1,524,035	77.09%
Net Income	268,204	123,465	217.23%
<b>F&amp;B - Restaurant</b>			
Revenues	138,401	163,000	84.91%
Expenses	336,779	429,549	78.40%
Net Income	(198,379)	(266,549)	74.42%
<b>F&amp;B - Banquet</b>			
Revenues	642,923	865,000	74.33%
Expenses	646,104	808,547	79.91%
Net Income	(3,181)	56,453	-5.63%
<b>F&amp;B - Midway</b>			
Revenues	204,779	200,000	102.39%
Expenses	95,691	100,400	95.31%
Net Income	109,088	99,600	109.53%
<b>Golf Fund Total</b>			
Revenues	2,429,189	2,875,500	84.48%
Expenses	2,253,456	2,862,531	78.72%
Net Income	175,733	12,969	1355.03%



# 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 0015246

Fiscal Year	2025	Issue Date	01/08/25	
Warrant Total	\$676,202.56	Warrant Status		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A4277455	5A4277455	\$676,202.56

#### IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$676,202.56	DISTRIBUTE MUNI/CNTY SALES TAX

#### Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 01/07/2025
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: OCT. 2024 COLL MO: NOV. 2024 VCHR MO: JAN. 2025
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.](#)

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	676,203
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	
<b>Total</b>	<b>2,210,232</b>	<b>2,352,909</b>	<b>2,440,227</b>	<b>2,401,729</b>	<b>2,532,977</b>	<b>2,468,994</b>	<b>3,464,989</b>	<b>3,901,303</b>	<b>3,852,186</b>	<b>4,256,439</b>
<b>% increase</b>	<b>6.46%</b>	<b>6.46%</b>	<b>3.71%</b>	<b>-1.58%</b>	<b>5.46%</b>	<b>-2.53%</b>	<b>40.34%</b>	<b>12.59%</b>	<b>-4.51%</b>	<b>102.20%</b>
<b>Budget</b>	<b>2,115,000</b>	<b>2,205,000</b>	<b>2,400,000</b>	<b>2,425,000</b>	<b>2,460,000</b>	<b>2,575,000</b>	<b>3,400,000</b>	<b>3,400,000</b>	<b>4,050,000</b>	<b>4,050,000</b>



Municipality Report  
February 4, 2025

Bartlett

**MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR JANUARY, 2025**

Beginning Unobligated Balance		<b>\$10,046,867.47</b>
Motor Fuel Tax Fund Allotment	\$72,572.71	
MFT Transportation Renewal Fund Allotment	\$78,005.95	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		<b>\$150,578.66</b>
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		<b>\$10,197,446.13</b>

**PROCESSED TRANSACTIONS:**

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	150,579
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	1,412,334
Plus:										
High Growth	37,743	37,801	37,266	36,909	9,192	89,348	61,771	-	37,987	
Jobs Now										
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	1,412,334
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%	9.89%

**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	751,153	
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	5,415,896	
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	8,370,782	
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)	(2,954,886)	(40,074,167)

**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%

**VILLAGE OF BARTLETT PROCLAMATION**  
**Celebrating the 15-Year Anniversary of Bartlett's Sister City Relationship with**  
**Miaoli City, Taiwan**

Whereas, the Sister City Program, administered by Sister Cities International®, was initiated by President Dwight D. Eisenhower in 1956 to foster international friendship and cultural exchange; and

**Whereas**, in 2009, members of the Bartlett International Chorus and Arts in Bartlett welcomed the Hakka Blue Shirts chorus to our village, forming a bond that led to the official establishment of Bartlett's sister city relationship with Miaoli City, Taiwan, in 2010; and

**Whereas**, over the past 15 years, our communities have strengthened their connection through shared musical performances, art and photo exchanges, cultural dialogues, and meaningful visits, deepening our mutual appreciation and understanding; and

**Whereas**, the friendship between the Village of Bartlett and Miaoli City continues to serve as a bridge of goodwill, demonstrating that cultural exchange enriches lives and fosters global harmony; and

**Whereas**, we celebrate this milestone with another musical event at Bartlett High School, symbolizing the unity, joy, and enduring partnership between our communities; and

**Whereas**, the Village of Bartlett wishes to recognize and honor the 15-year anniversary of our sister city relationship with Miaoli City, Taiwan;

**NOW, THEREFORE**, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage, and Kane Counties, do hereby call upon all Bartlett citizens to celebrate this significant occasion and the lasting friendship between our two communities.

Dated this 18<sup>th</sup> day of March 2025



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Kevin Wallace, Village President



# Agenda Item Executive Summary

**AGENDA ITEM:**

Fees for Plan Reviews, Utility Connections and Water Division Programs

**BOARD OR COMMITTEE:**

Board

**BUDGET IMPACT**

Amount \$N/A

Budgeted \$N/A

Fund: N/A

Corresponding Activity Measures: Evaluate fee structures

**EXECUTIVE SUMMARY**

At the February 4, 2025 Committee of the Whole meeting, Staff proposed 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.

Based on the Committee of the Whole's input, the utility connection fees will remain the same however the water meter prices will increase. In addition, the ordinance includes engineering review/field observation fees for non-residential new construction projects, increases the building plan review fee and adds mechanical, electrical and plumbing review fees for new constructions, additions, alteration and repairs and specifies the water re-instatement fee.

**ATTACHMENTS (PLEASE LIST)**

PDS Memo, ordinance

**RELATIONSHIP TO STRATEGIC PLAN GOAL**

Strategic Plan Goal: Maintaining 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 - To review and discuss staff's recommendations
- Resolution
- Ordinance - Move to approve Ordinance #2025-\_\_\_\_ An Ordinance Amending the Bartlett Municipal Code Regarding Certain Fees and Charges
- Motion

Kristy Stone, PDS Director

Staff: Tyler Isham, Assistant PW Director

Date: March 12, 2025

# Memo

**To:** Paula Schumacher, Village Administrator  
**From:** Kristy Stone, Director of Planning and Development Services  
 Tyler Isham, Assistant Director of Public Works  
**Subject:** Fees for Plan Reviews, Utility Connections and Water Fees  
**Date:** March 10, 2024

**BACKGROUND**

As part of the Village’s strategic plan goal of maintaining checks and balances to ensure financial stewardship, Staff evaluated the current fee structures in the Building Code and the cost of programs run by the Public Works Water Division. The findings and recommended adjustments were presented at the February 4<sup>th</sup> Committee of the Whole. Per the direction of the Board, the following changes are included for approval:

Plan Review & Development Fees:

- Engineering Review/Field Observation Fees for Non-residential new construction that are not in conjunction with a site development permit shall be charged a rate of three percent (3%) of the bondable work amount.
- Increase field observation fees for subdivisions and PUDs from one and one-half percent (1 ½%) to three percent (3%) of the approved cost estimates for all public improvements
- Miscellaneous Plan Reviews will be charged \$75 for Residential, \$100 for Non-residential
  - Subsequent Reviews will be charged \$50 and \$75 respectively
  - Fee Schedule for Plan Reviews:

\*Multi-family buildings shall have the building review fee multiplied by the number of dwelling units.

<b>INITIAL PLAN REVIEW FEES – RESIDENTIAL*</b>				
<b>PROJECT AREA</b>	<b>BUILDING AND/OR ENERGY FEE</b>		<b>MECHANICAL, ELECTRICAL, AND/OR PLUMBING FEE</b>	
	<b>NEW CONSTRUCTION AND ADDITIONS</b>	<b>ALTERATIONS, REMODELING, AND REPAIRS</b>	<b>NEW CONSTRUCTION AND ADDITIONS</b>	<b>ALTERATIONS, REMODELING AND REPAIRS</b>
< 1,000 SF	\$100	\$100	\$75	\$75
≥1,000 SF < 2,500 SF	\$200	\$150	\$100	\$100
≥2,500 SF < 5,000 SF	\$300	\$250	\$150	\$125

≥ 5,000 SF	\$500	\$450	\$200	\$150
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<b>INITIAL PLAN REVIEW FEES – COMMERCIAL*</b>				
<b>PROJECT AREA</b>	<b>BUILDING, ACCESSIBILITY, AND/OR ENERGY FEE</b>		<b>MECHANICAL, ELECTRICAL, PLUMBING AND/OR HEALTH FEE</b>	
	<b>NEW CONSTRUCTION AND ADDITIONS</b>	<b>ALTERATIONS, REMODELING, AND REPAIRS</b>	<b>NEW CONSTRUCTION AND ADDITIONS</b>	<b>ALTERATIONS, REMODELING AND REPAIRS</b>
< 2,500 SF	\$200	\$200	\$100	\$100
≥ 2,500 SF < 5,000 SF	\$300	\$250	\$150	\$150
≥ 5,000 SF < 10,000 SF	\$400	\$350	\$175	\$150
≥ 10,000 SF	\$600	\$550	\$200	\$175

Utility Connections/Meter Fee:

- Utility Connections will stay the same as currently charged per code (by square footage)
- The cost to purchase a water meter for new construction will be adjusted to the cost of the meter plus an additional 50%.

Water Division Fees

- Other fees discussed will be determined after discussions with our billing software provider.
- Water Reinstatement: \$100 Fee

**RECOMMENDATION**

Staff recommends approving the ordinances to implement the adjustments to the Plan Review Fees, Engineering Review Fees and Water Fees.

**MOTION**

**MOTION TO APPROVE ORDINANCE #2025-\_\_\_\_, AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE REGARDING CERTAIN FEES AND CHARGES**

ORDINANCE 2025 - \_\_\_\_\_

**AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE REGARDING CERTAIN FEES AND CHARGES**

---

**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 corporate authorities of the Village desire to amend certain fees and charges for set forth in the Village of Bartlett Municipal Code ("**Village Code**"); and

**WHEREAS**, the corporate authorities of the Village find that amending the Village Code, as provided in this Ordinance, is in the best interests of the health, safety, and welfare of the Village and its residents.

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

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

**SECTION 2. Amendment to Subsection 9-3-1(B)(1) of the Village Code.** That Subsection 9-3-1(B)(1), "Water Meter," of Section 9-3-1, "New Construction," of Chapter 3, "Construction Fees," of Title 9, "Bartlett Building Code," of the Village of Bartlett Municipal Code is hereby amended as follows (additions in **bold and underline**, deletions in ~~strikethrough~~) (omitted language is not intended to be amended):

"1. Water Meter: Every unit of every residential building and every individual commercial unit within a commercial building shall have a separate Easy Read-O-Matic meter of adequate size, which can be read outside the building. Meters shall not be installed in unheated or inadequately heated areas. The water meter fee shall be an amount equal to the actual cost of such meter to the village, **plus an additional amount equal to 50% of the cost of the meter** ~~fifty dollars (\$50.00).~~"

**SECTION 3. Amendment to Subsection 7-5B-5 of the Village Code.** That Subsection 7-5B-5, "Nonpayment; Lien," of Section 7-5-1, "Separate Utilities," of Chapter 5, "Village Water and Sewer Systems," of Title 7, "Public Ways and Properties," of the Village of Bartlett Municipal Code is amended as follows (additions in **bold and underline**, deletions in ~~strikethrough~~) (omitted language is not intended to be amended):

“7-5B-5: NONPAYMENT; LIEN:

\* \* \*

B. The water supply may be shut off from any premises for which the water bill remains unpaid for a period of thirty (30) days after the bill is rendered and mailed. When shut off, the water shall not be turned on except upon payment of the usual fee for turning on water a water reinstatement fee of \$100.00. No water service shall be shut off without giving the user an opportunity to have an administrative hearing before the Director of Public Works.”

**SECTION 4. Amendment to Subsection 9-3-1(B)(7) of the Village Code.**

That Subsection 9-3-1(B)(7), “Plan Review Fee,” of Section 9-3-1, “New Construction,” of Chapter 3, “Construction Fees,” of Title 9, “Bartlett Building Code,” of the Village of Bartlett Municipal Code is hereby amended as follows (additions in **bold and underline**, deletions in ~~strikethrough~~) (omitted language is not intended to be amended):

“7. Plan Review Fee: **Plan review fees will be charged in accordance with Section 9-3-19.** ~~A plan review fee of one hundred dollars (\$100.00) shall be charged for all new construction applications. The applicant shall pay the nonrefundable fee at the time of application. A plan review fee of seventy five dollars (\$75.00) shall be charged for the second and subsequent plan reviews.~~”

**SECTION 5. Amendment to Chapter 3 of Title 9 of the Village Code.**

That of Chapter 3, “Construction Fees,” of Title 9, “Bartlett Building Code,” of the Village of Bartlett Municipal Code is hereby amended by the addition of a new Subsection 9-3-19 as follows:

“9-3-19: PLAN REVIEW FEES:

Plan review fees will be in addition to any permit fee or other applicable fee, and will be charged as follows:

A. Residential Construction - Building Plan Review Fees:

Project Area	New Construction and Additions	Alterations and Repairs
≤ 1,000 SF	\$100.00	\$100.00
1,000 to 2,500 SF	\$200.00	\$150.00
2,500 to 5,000 SF	\$300.00	\$250.00
≥ 5,000 SF	\$500.00	\$450.00

B. Residential Construction - Mechanical, Electrical, and Plumbing Review Fees:

Project Area	New Construction and Additions	Alterations and Repairs
≤ 1,000 SF	\$75.00	\$75.00
1,000 to 2,500 SF	\$100.00	\$100.00
2,500 to 5,000 SF	\$150.00	\$125.00
≥ 5,000 SF	\$200.00	\$150.00

C. Multi-Family Residential: The base review fees for multi-family residential buildings will be multiplied by the number of dwelling units.

D. Non-Residential Construction - Building Plan Review Fees:

Project Area	New Construction and Additions	Alterations and Repairs
≤ 2,500 SF	\$200.00	\$200.00
2,500 to 5,000 SF	\$300.00	\$250.00
5,000 to 10,000 SF	\$400.00	\$350.00
≥ 10,000 SF	\$600.00	\$550.00

E. Non-Residential Construction - Mechanical, Electrical, and Plumbing Review Fees:

Project Area	New Construction and Additions	Alterations and Repairs
≤ 2,500 SF	\$100.00	\$100.00
2,500 to 5,000 SF	\$150.00	\$125.00
5,000 to 10,000 SF	\$175.00	\$150.00
≥ 10,000 SF	\$200.00	\$175.00

F. Subsequent Plan Review Fees: A plan review fee will be charged for the second and each subsequent plan review as follows:

Category	Building Plan Reviews	Mechanical, Electrical and Plumbing Reviews
Subsequent Reviews	\$100.00	\$75.00

G. Miscellaneous Plan Review Fees: Work that is not quantifiable by square feet or that is not associated with a project quantifiable by square feet shall be subject to the following plan review fees:

Category	Residential	Non-Residential
Initial Review	\$75.00	\$100.00
Subsequent Reviews	\$50.00	\$75.00

**SECTION 6. Amendment to Subsection 9-3-4 of the Village Code.** That Subsection 9-3-4, “Building Permit Fees for Remodeling Work, Additions and Phased New Construction Work” of Chapter 3, “Construction Fees,” of Title 9, “Bartlett Building Code,” of the Village of Bartlett Municipal Code is amended by the addition of a new Subsection 9-3-4(C) as follows (additions in **bold and underline**, deletions in ~~strikethrough~~) (omitted language is not intended to be amended):

“9-3-4: BUILDING PERMIT FEES FOR REMODELING WORK, ADDITIONS AND PHASED NEW CONSTRUCTION WORK:

\* \* \*

**C. Plan review fees will be charged in accordance with Section 9-3-19.”**

**SECTION 7. Amendment to Subsection 9-3-5 of the Village Code.** That Subsection 9-3-5, “Electrical” of Chapter 3, “Construction Fees,” of Title 9, “Bartlett Building Code,” of the Village of Bartlett Municipal Code is amended as follows (additions in **bold and underline**, deletions in ~~strikethrough~~) (omitted language is not intended to be amended):

“9-3-5: ELECTRICAL:

A seventy-five dollar (\$75.00) **permit** fee shall be charged for a building permit for electrical installations not done in connection with other work.  
**Plan review fees will be charged in accordance with Section 9-3-19.”**

**SECTION 8. Amendment to Subsection 9-3-6 of the Village Code.** That Subsection 9-3-5, “Plumbing” of Chapter 3, “Construction Fees,” of Title 9, “Bartlett Building Code,” of the Village of Bartlett Municipal Code is amended as follows (additions in **bold and underline**, deletions in ~~strikethrough~~) (omitted language is not intended to be amended):

“9-3-6: PLUMBING:

A seventy-five dollar (\$75.00) **permit** fee shall be charged for a building permit for any actual installation, repair, maintenance, alteration or extension of a plumbing system by any person, including all piping, fixtures,

appurtenances and appliances for a supply of water for all purposes, including, without limitation, lawn sprinkler systems. Plumbing includes all piping, from discharge of pumping units to and including pressure tanks in water supply systems, including all piping, fixtures, appurtenances, and appliances for a building drain and a sanitary drainage and related ventilation system of any building or buildings. **Plan review fees will be charged in accordance with Section 9-3-19. Plan review fees will not be charged for work that is limited to the replacement of an existing water heater.**

**SECTION 9. Amendment to Chapter 3 of Title 9 of the Village Code.** That of Chapter 3, "Construction Fees," of Title 9, "Bartlett Building Code," of the Village of Bartlett Municipal Code is hereby amended by the addition of a new Subsection 9-3-20 as follows:

"9-3-20: FIELD OBSERVATION FEES:

Field observation fees for projects that are not part of a subdivision or PUD shall be paid to the village as reimbursement for expenses incurred for the services of its village engineer and its building department in connection with the field observation of the construction and installation of any required public improvements. The field observation fee shall be paid to the village in an amount equal to three percent (3%) of the approved estimate for the cost of the public improvements. Field observation fees for projects that are part of a subdivision or PUD will be charged in accordance with Section 11-5-10."

**SECTION 10. Amendment to Section 11-5-10 of the Village Code.** That Section 11-5-10, "Field Observation Fees," of Chapter 5, "Fees," of Title 11 "Subdivision and Planned Unit Development Regulations" of the Village of Bartlett Municipal Code is hereby amended as follows (additions in **bold and underline**, deletions in ~~strikethrough~~) (omitted language is not intended to be amended):

"11-5-10: FIELD OBSERVATION FEES"

Field observation fees in the amounts or percentages of costs hereinafter specified shall be paid to the village to reimburse it for expenses incurred for the services of its village engineer and its building department in connection with the field observation of the construction and installation of public improvements and semipublic improvements, and wetland protection and mitigation, during the construction of the public improvements for each subdivision and PUD. The fees shall be paid at the times designated in the following subsections:

\* \* \*

A. Subdivisions: A field observation fee shall be paid to the village on the basis of **three percent (3%)** ~~one and one-half percent (1 1/2%)~~ of the approved cost estimates for all "public improvements", defined as follows:

\* \* \*

B. Planned Unit Developments ("PUDs"): A field observation fee shall be paid to the village of Bartlett on the basis of **three percent (3%)** ~~one and one-half percent (1 1/2%)~~ of the approved estimate of cost for the following project improvements:

\* \* \*

~~C. Commercial, Industrial And Office/Research Site Plans: A field observation fee shall be paid to the village on the basis of an estimated fee in conjunction with the building permit application fee to cover the field inspection of public improvements in commercial, industrial and office/research projects that are not part of a subdivision or PUD."~~

**SECTION 11. Severability.** The various provisions of this Ordinance are to be considered as severable, and if any Court of competent jurisdiction shall hold any part or portion of this Ordinance invalid, such decision shall not affect the validity of the remaining provisions of this Ordinance.

**SECTION 12. Repeal and Saving Clause.** All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or cause of action which shall have accrued to the Village of Bartlett prior to the effective date of this Ordinance.

**SECTION 13. Effective Date.** This Ordinance shall be in full force and effect after its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Lorna 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 March 18, 2025, and approved on March 18, 2025, as the same appears from the official records of the Village of Bartlett.

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



# Memo

DATE: March 10, 2025

TO: Paula Schumacher  
Village Administrator

FROM: Dan Dinges, PE  
Director of Public Works

SUBJECT: Stearns Road Reservoir Painting

The Stearns Road Reservoir was last painted when it was first installed in 1979. The tower needs a complete blast and painting of the inside and outside.

Bids were opened and read on March 6, 2025, for the Stearns Road Reservoir Painting. Nine (9) bids were received and ranged from \$561,000 to \$925,700. The low bidder, L.C United., is a prequalified contractor. We believe the proposal is a good price based on the pricing we have been experiencing lately.

We recommend the award of the Stearns Road Reservoir Painting to L.C United Painting Co., Inc.

**MOTION:** I move to approve Resolution 2025-\_\_\_\_\_, a Resolution Awarding Contract and Approving the Contract Agreement Between L.C. United Painting Co., Inc. and the Village of Bartlett for the Schick Road Water Tower Painting.



March 7, 2025

Mr. Daniel Dinges  
Village of Bartlett  
1150 Bittersweet Drive  
Bartlett, IL 60103

Subject: 1,000,000 Gallon Reservoir (Stearns Road) Tank Rehabilitation Recommendation Letter

Dear Mr. Dinges:

Dixon Engineering, Inc. has reviewed the bids submitted for the rehabilitation and repainting of the Village's 1,000,000 gallon reservoir (Stearns Road). We recommend the award to the lowest bidder, LC United Painting, Inc. of Sterling Heights, MI in the amount of \$561,000. This includes all line items on the Schedule of Values. Bidding was very competitive with nine bids received, the highest bid coming in at \$925,700 and the lowest at \$561,000.

LC United Painting, Inc. is a prequalified painting contractor with Dixon Engineering for this Scope of Work. LC United Painting, Inc has completed several water tower paint projects in similar size and scope in Illinois and many others in the Midwest in the last couple years.

Enclosed for your review and action is a copy of the Notice of Award, should you decide to award this project to LC United Painting, Inc. After Village approval, please sign and forward a copy to the contractor for signature. Instruct the contractor to return one copy to you, forward a copy to our office, and retain a copy for his files. Also, please notify the contractor that he is to forward to our office the required bonds and certificate(s) of insurance for inclusion in the contract documents. We ask that you do this as the contract is between Bartlett, IL and the contractor. The contractor has our mailing address.

We appreciate this opportunity to be of service to you on this project. If you have any questions regarding our recommendation, please contact me at (630) 376-8322.

FOR DIXON ENGINEERING, INC

A handwritten signature in blue ink that reads "Todd Schaefer".

Todd Schaefer  
Project Manager



VILLAGE OF BARTLETT

Stearns Road Reservoir Painting  
**BID TABULATION**  
 March 10, 2025

				L.C. United Painting Co. Inc.		Era-Valdivia		Dynamic		Seven Brothers		E & L		Jetco		Tecorp		Neuman		MW Cole	
Item No.	Items	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Stearns Rd Reservoir Painting		1		\$561,000.00		\$566,800.00		\$587,000.00		\$593,475.00		\$650,800.00		\$726,527.00		\$802,400.00		\$854,200.00		\$925,700.00
<b>TOTAL</b>				<b>\$561,000.00</b>	<b>\$566,800.00</b>	<b>\$587,000.00</b>	<b>\$593,475.00</b>	<b>\$650,800.00</b>	<b>\$726,527.00</b>	<b>\$802,400.00</b>	<b>\$854,200.00</b>	<b>\$925,700.00</b>									

**RESOLUTION 2025 - \_\_\_\_\_**

**A RESOLUTION APPROVING OF THE  
STEARNS ROAD RESERVOIR PAINTING PROJECT AGREEMENT BETWEEN  
THE VILLAGE OF BARTLETT AND L.C. UNITED PAINTING CO., INC.**

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

**SECTION ONE:** 2025 Stearns Road Reservoir Painting Project Agreement dated March 18, 2025, between the Village of Bartlett and L.C. United Painting Co., Inc. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 18,2025

APPROVED: March 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 March 18, 2025, and approved on March 18, 2025, as the same appears from the official records of the Village of Bartlett.

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

## PUBLIC WORKS CONSTRUCTION AGREEMENT

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This Public Works Construction Agreement (this "Agreement") is entered this 18 day of March, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and LC United Painting Co, Inc. (the "Contractor") (collectively, the "Parties").

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

**Section 1. Contract Documents.** The Contract documents consist of this Agreement, the Notice to Bidders, Instructions to Bidders, General Conditions, and Specifications issued by the Village dated February 5th and the completed proposal packet, including the completed bid form and any addenda thereto, and the Contractor's performance and payment bond, all attached hereto and incorporated herein as Exhibit A. These documents represent the entire agreement between the parties, and no statement, promise or inducement made by either party to the other that is not contained therein shall be binding. In the event of a conflict between the terms of any of the Contract Documents, the most stringent requirements as applied to the Contractor will apply.

**Section 2. Project Work.** The work to be performed by the Contractor under this Agreement will generally include exterior repainting with containment, wet interior repaint and miscellaneous repairs on the 1,000,000 gallon reservoir (the "Work"), and such Work will be performed in strict conformance with the Contract Documents.

**Section 3. Commencement and Completion Dates.**

- A. Commencement Date: Contractor must commence the Work no later than September 1, 2025, or April 13, 2026 depending on which season schedule the contractor is utilizing per the bid.
- B. Substantial Completion Date: Contractor must substantially complete the Project Work in strict compliance with the requirements of the Contract Documents by two months after commencement of the project. Time is of the essence for all matters concerning this Agreement.

**Section 4. Term; Termination.**

- A. Term: The term of this Agreement, unless terminated pursuant to Section 4(B) herein, will expire upon the date the Village determines that the Work has been fully completed by the Contractor pursuant to this Agreement. A determination of completion will not constitute a waiver of any rights or claims that the Village has accrued prior to or following completion of the Work, with respect to any

breach of this Agreement by the Contractor or any right of indemnification of the Village by the Agreement.

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

**Section 5. Scope of Services.**

- A. The Contractor shall provide the materials, services, and equipment to fully execute the Work described in the Contract Documents.
- B. The Work shall be furnished and completed pursuant to the terms and conditions of the Contract Documents.
- C. The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.
- D. Contractor shall employ all necessary measures to avoid damage to existing surrounding public and private property during Work. Persons other than those actually engaged in construction operations, inspections, or supervision thereof shall be prohibited from the Property.
- E. Contractor shall conduct the Work and any debris removal in such a manner as to minimize interference with road, streets, walks, and other adjacent occupied facilities.
- F. The Contractor, as soon as practicable after award of the Agreement, shall furnish in writing to the Village the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not Agreement with any subcontractor or supplier to whom the Village has made a timely and reasonable objection.
- G. Contractor shall bind all subcontractors by the terms and obligations set forth in this Agreement. Contractor is liable for the acts of any subcontractors when performing the Work, as if the Work was conducted by the Contractor itself.
- H. Contractor will provide the Village with all warranties as required by the Contract Documents.

**Section 6. Labor and Materials.**

- A. The Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- B. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- C. Execution of this Agreement by the Contractor is a representation by the Contractor that it has conducted such investigations as may have been necessary to enable the Contractor to determine the cost of the Work and that it has sufficient information to complete the Work in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Contractor's obligations to perform the Work for an amount not in excess of that listed in the Contractor's bid submission. The Contractor further acknowledges and declares that it has visited and examined the project site, examined all physical and other conditions affecting the Work and is fully familiar with all of the conditions thereon and thereunder effecting the same. In connection therewith, Contractor specifically represents and warrants to Village that prior to the submission of its bid it: (a) thoroughly examined the location of the work to be performed, is familiar with local conditions, and thoroughly understands the physical conditions prevalent or likely to be encountered in the performance of the work at such location; (b) examined the nature, location, and character of the general area in which the project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) examined the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work within the amount listed in the Contractor's bid submission.

**Section 7. Indemnification.** To the fullest extent permitted by law, Contractor agrees to waive any and all rights of contribution against the Village and to defend, indemnify and hold harmless the Village and its officers, elected and appointed officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the Contractor's performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the Work itself, including the loss of use resulting therefrom, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise

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

**Section 8. Insurance.**

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

1. Workers' Compensation:
  - a. State: Statutory
  - b. Applicable Federal (e.g., Longshoremen's): Statutory
  - c. Employer's Liability
 

\$500,000.00	Per Accident
\$500,000.00	Disease, Policy Limit
\$500,000.00	Disease, Each Employee
2. Commercial General Liability:
  1. \$2,000,000.00 General Aggregate
  2. \$1,000,000.00 Products Completed Operations Aggregate
  3. \$1,000,000.00 Personal and Advertising Injury
  4. \$1,000,000.00 Each Occurrence
  5. \$ 50,000.00 Fire Damage (any one fire)
  6. \$ 5,000.00 Medical Expense (any one person)
3. Business Automobile Liability (including owned, non-owned and hired vehicles):
  - a. Bodily Injury:
 

\$1,000,000.00	Per Person
\$1,000,000.00	Per Accident
  - b. Property Damage:
 

\$1,000,000.00	Per Occurrence
----------------	----------------
4. Umbrella Excess Liability:
 

\$2,000,000.00	over Primary Insurance
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B. Evidence of Insurance.

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

C. Miscellaneous.

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

5. All the insurance required of the Contractor shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds with respect to claims arising out of operations performed by or on their behalf. If the "additional insureds" have other insurance or self-insured coverage which is applicable to the loss, it shall be on an excess or contingent basis.
6. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.
7. Nothing contained in this Agreement is to be construed as limiting the liability of the Contractor. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, or the Contractor, but are merely minimums.

**Section 9. Performance and Payment Bonds.**

- A. Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Bond. The Performance Bond shall be in an amount equal to 100% of the full amount of the Agreement Sum as security for the faithful performance of the obligation of the Contract Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Agreement Sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bonds shall be on forms provided by the Owner, shall be issued by a surety satisfactory to the Owner, and shall name the Owner as a primary co-obligee. The cost of the bonds is included in the Agreement Sum. The Performance Bond and Labor and Material Payment Bond will become a part of this Agreement.
- B. The Contractor shall deliver the required bonds to the Owner not later than five days following the date this Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.
- C. The Contractor shall require the attorney-in-fact who executed the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
- D. Whenever the Contractor shall be and is declared by Owner to be in default under the Agreement, the Surety and the Contractor are each responsible to make full payment to the Owner or any and all extra Work incurred as a result of the Contractor's default, and to pay to Owner all attorney's fees and court

costs incurred by Owner as a result of the Contractor's default, and in protecting Owner's rights under the Agreement to remedy Contractor's default.

- E. The Contractor shall (i) furnish all Surety Company's bonds through Surety Company's local agents approved by and/or as directed by Owner; (ii) fully covered and guarantee with said bond the faithful performance and completion of the entire Agreement, including without limitation, the faithful performance of prevailing wage requirements; and (iii) guarantee with said bond payment in all cases by the Contractor or by the Surety Company for all labor performed, material and supplies furnished with the entire Work in the Agreement. Said Bond shall remain in full force and effect during the entire period of all general guarantees given by the Contractor with the Agreement as called for in the Specifications and Agreement, except in cases where other bonds are specifically called for in the specifications and Agreement in connection with special guarantees.

#### **Section 10. Payment Procedures.**

- A. All payments under the Agreement shall be based on the unit prices set forth in Contractor's Schedule of Prices in the Contractor's bid submission or proposal (the "Unit Pricing"); attached hereto and incorporated and based on actual quantities supplied and installed/constructed by the Contractor in accordance with the terms and conditions herein, as determined and certified by the Village or its Engineer.
- B. The Owner does not guaranty the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.
- C. Contractor shall provide monthly invoices to the Village throughout the Project Work. It shall be a condition precedent to the Village obligation to make a monthly progress payment that the Contractor shall have submitted to the Owner, on or before the first day of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents".
  - 1. An itemized Application of Payment for operations completed in accordance with the schedule of values, supported by such data to substantiate the Contractor's right to payment as the Village and the Village's Engineer or Architect may require, such as copies of requisitions from material suppliers, and reflecting a 5% retainage until after final acceptance has been made by the Village. Payment shall be further reduced by such additional amounts that the Village determines for non-conforming work and unsettled claims.

Commented [KA1]: We will have to modify this depending on the pricing structure for a given project.

Commented [KA2]: If we have a different retainage amount in a given project, we will need to modify this.

2. A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company. ("Contractor's Sworn Statement").
  3. Current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier and all of the material suppliers that supplied labor and/or material in connection with the Project covering such period.
  4. All of the Contractor's Progress Payment Documents shall be signed, sworn to and notarized.
  5. Such additional documentation and/or information requested by the Village and/or its Engineer or Architect relative to said payment.
- D. It shall be a condition precedent to any payment required by the Village hereunder that the Village and the Engineer or Architect has determined that the Project Work being invoiced is free from any defects and has been completed in strict compliance with the terms and conditions herein. The Village shall deduct from the final payment hereunder, amounts as determined for incomplete work, including but not limited to punch list work, and any required Restoration Work, and for any unsettled claims. Payments shall be further contingent upon the consent of the surety issuing the performance and payment bonds and/or other bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Village.
- E. Following completion of the Project Work, Contractor shall furnish the Village the following documents: (1) final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the Project Work; and (iii) all suppliers that furnished materials in connection with the Project Work; all of which shall be signed and notarized; and (2) such additional documentation and/or information requested by the Village relative to said payment.
- F. In the event the Contractor, and or Village and/or Engineer is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Village, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Village with an indemnification agreement and an additional

mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.

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

**Section 11. Compliance with Laws.**

- A. The Contractor warrants it is familiar with and shall comply with Federal, State and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement including without limitation Workers' Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours. No plea of misunderstanding or ignorance thereof will be considered.
- B. Whenever required, the Contractor or Subcontractor shall furnish the Owner with satisfactory proof of compliance with said Federal, State and local laws, statutes, ordinances, rules, regulations, orders, and decrees.
- C. Contractor shall carefully examine the Occupational Safety and health Act as issued by the Federal Register (OSHA), and the specific regulations governing procedures, techniques, safety precautions, equipment design, and the configuration of the same as required under this Act and shall comply with all terms of the Act and to perform and complete in a workmanlike manner all work required in full compliance with said Act.
- D. Contractor shall comply with all terms of the Illinois Preference Act and all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.
- E. At all times Contractor shall remain in compliance with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1, et seq.) and the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.) and in addition shall at all times comply with Section 2-105 of the Illinois Human Rights Act requiring a written sexual harassment policy as defined therein.
- F. Contractor agrees to maintain all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce, without cost to the Owner, records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Owner and

if possible, the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

- G. The Contractor shall comply with and cause all subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et. seq.) (the "Act").
- H. All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.
- I. The Village has determined that the Work provided for under this Agreement is subject to the Illinois Prevailing Wage Act, and the Contractor shall comply therewith and pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute this Agreement in accordance with 820 ILCS 130/0.01, *et seq.* Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wages during the term of this Agreement shall be at the expense of the Contractor and not at the expense of the Village. Change orders shall, however, be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the Prevailing Wage Act and to obtain and furnish all such certified records to the Illinois Department of Labor as required by statute or regulation, including certified payroll records. Contractor shall be solely liable for paying the difference between prevailing wages and any wages

actually received by laborers, workmen, and/or mechanics engaged in the Work, and in every way defend and indemnify the Village against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Village agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien, or suit. The Contractor is advised that the Illinois Department of Labor revises the prevailing wage rates. The Contractor and every Subcontractor has an obligation to check the Illinois Department of Labor's website for revisions to the prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website: <https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html>. The Contractor shall also: (1) insert into each subcontract and the project specifications for each subcontract, a written stipulation that the Subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under that subcontract; and (2) require each subcontractor to insert into each lower-tiered subcontract and the project specifications for each lower-tiered subcontract, a stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under that lower-tiered subcontract.

- J. By execution of this Agreement, the Contractor understands, represents and warrants to the Owner that the Contractor and its Subcontractors (for which the Subcontractor takes responsibility to insure that they comply with the above-mentioned Acts) are in compliance with all requirements provided by the Acts set forth in this Section and that they will remain in compliance for the entirety of the Work. A violation of any of the Acts set forth in this Article is cause for the immediate cancellation of the Agreement. However, any forbearance or delay by the Owner in canceling this Agreement shall not be considered as, and does not constitute, Owner's consent to such violation and a waiver of any rights the Owner may have, including without limitation, cancellation of this Agreement.

**Section 12. Taxes.** The Village is a Tax-Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. All such taxes are included in the unit pricing set forth in the Contractor's proposal.

**Section 13. Investigations by Contractor.** Contractor represents that Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, inspection of all Project Sites and represents and warrants that the Specifications, Plans, Drawings and other Contract Documents are adequate and the required result can be produced there under. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project

Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation. Contractor acknowledges and agrees that the provisions of the Public Construction Contract Act, 30 ILCS 557/1, *et seq.*, do not apply to this Agreement.

**Section 14. Limitation of Liability.** The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Village, and agrees not to make any claim or demand for such damages against the Village.

**Section 15. Assumption of Liability.** To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Agreement.

**Section 16. Hazardous Substances.**

- A. Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site, and/or any other property owned, leased, controlled or under the jurisdiction of the Village of Bartlett ("Village Property") by Contractor, and/or Contractor's Agent (defined above). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any of the Owner's Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the Village and its employees, agents, consultants, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.
- B. For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental

Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws. Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Agreement.

**Section 17. Delays in Project Work.** Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Agreement Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time. If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

**Section 18. Change Orders.**

- A. Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Agreement Sum; (ii) the Agreement Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Engineer or Architect. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Agreement Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Village corporate authorities shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Agreement Sum, Agreement Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Agreement Time shall be made by the Village Administrator.
- B. All change orders will be calculated based solely on Contractor's Unit Pricing set forth in Contractor's Proposal and actual revised quantities, regardless of whether the change order is for an increase or decrease in Project Work. No additional compensation will be allowed for change orders for additional work other than based on Contractor's Unit Pricing times the increased actual units constructed calculated by the Engineer or Architect, in that said Unit Pricing already reflects Contractor's overhead and profits.

**Section 19. Relationship of the Parties.** It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Village, and therefore is not entitled to any benefits provided to employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent

for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Village. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

**Section 20. Means and Methods.** Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted results. The Village, Engineer, or Architect shall not have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby.

**Section 21. Removal and Disposal.** The Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act, with the most stringent and demanding requirements controlling.

**Section 22. Work by Trade Unions.** If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

- A. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly

so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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

#### **Section 23. Guarantee.**

- A. Except as otherwise specified, the contractor shall guarantee workmanship and materials for a period one (1) year for all items from date of final acceptance by the Village. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the Agreement document shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice it shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting therefrom.
- B. If the Drawings, Plans, and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

#### **Section 24. General Provisions.**

- A. Amendment. No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. Assignment. This Agreement may not be assigned by the Contractor without the express prior written consent of the Village.
- C. Binding Effect. The terms of this Agreement will bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns.

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

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

Paula Schumacher  
Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103  
[pschumacher@bartlett.il.gov](mailto:pschumacher@bartlett.il.gov)

With a copy to:

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

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

L.C. United Painting Co. Inc  
3525 Barbara Dr. Sterling Heights, MI 48310  
Attn: Kanto Lucas

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

F. Governing Laws. This Agreement will be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for any dispute arising out of relating to this Agreement will be in the Circuit Court of Cook County, Illinois. In any suit or action arising under this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of litigation. No suit or action shall be maintained by the Contractor, its successors or assigns, against the Village on

any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year of the voluntary or involuntary termination of this Agreement.

- G. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.
- H. Waiver. Neither the Village nor the Contractor shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Contractor to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Contractor's right to enforce such rights or any other rights.
- I. Exhibits. Exhibit A is attached to this Agreement, and by this reference incorporated in and made a part of, this Agreement.
- J. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted its provisions. Any rule of construction that a document is to be construed against the drafting party will not be applicable to this Agreement.
- K. No Waiver of Immunities and/or Privileges. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village of Bartlett and/or any of its officials, officers, employees, and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.
- L. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and will have the same force and effect as original signatures.
- M. Severability. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances
- N. Authority. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

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

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

VILLAGE OF BARTLETT:

L.C. United Painting Co., Inc.

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:  
By: \_\_\_\_\_  
Village Clerk

Attest:  
\_\_\_\_\_  
Title: \_\_\_\_\_

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

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



# Agenda Item Executive Summary

**AGENDA ITEM:** Stearns Road Reservoir Construction Engineering Agreement

**BOARD OR COMMITTEE:** Board

### BUDGET IMPACT

<b>Amount</b>	\$74,530	<b>Budgeted</b>	\$135,000
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**Fund:** Water      **Corresponding Activity Measure:** N/A

### EXECUTIVE SUMMARY

The reservoir painting will take place in Fall 2025/Spring 2026 and therefore we would like to have Dixon Engineering perform the construction engineering for the project. Their work will include project administration, welding observation, and paint coating observation to verify the contractor is following the required specifications. Dixon has assisted the Village on the water tower paintings at Kent Circle, Villa Olivia and Schick and we were pleased with their work.

### RECOMMENDATION

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

### ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

### RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Evaluate, budget and implement water, wastewater and storm infrastructure improvements

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 Approving the Construction Engineering Agreement between the Village of Bartlett and Dixon Engineering, Inc.

Staff:      Dan Dinges, Director of Public Works

Date:                      March 10, 2025

# Memo

DATE: March 10, 2025

TO: Paula Schumacher  
Village Administrator

FROM: Dan Dinges, PE  
Director of Public Works

SUBJECT: Construction Engineering Services Agreement for the Stearns Road Reservoir Painting

The Reservoir painting will take place in Fall 2025/Spring 2026 and therefore we would like to have Dixon Engineering perform the construction engineering for the project. Their work will include project administration, welding observation, and paint coating observation to verify the contractor is following the required specifications. Dixon has assisted the Village on the water tower paintings at Kent Circle, Villa Olivia and Schick and we were pleased with their work.

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

**MOTION:** I move to approve Resolution 2025-\_\_\_\_\_, a Resolution Approving the Construction Engineering Agreement Between the Village of Bartlett and Dixon Engineering, Inc.

**RESOLUTION 2025 - \_\_\_\_\_**

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

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

**SECTION ONE:** The Agreement for Professional Engineering Services between the Village of Bartlett and Dixon Engineering, Inc. dated March 10, 2025 (the "Agreement") for the Stearns Road Reservoir Painting (the "Project Work"), in the amount of \$74,530 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:** March 10, 2025

**APPROVED:** March 10, 2025

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

**ATTEST:**

\_\_\_\_\_  
Lorna Giless, Village Clerk

### **CERTIFICATION**

I, Lorna Giless, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2025 - \_\_\_\_\_ enacted on March 10, 2025 and approved on March 10, 2025 as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giless, Village Clerk



**AGREEMENT BETWEEN OWNER AND DIXON  
FOR PROFESSIONAL SERVICES**

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

IN WITNESS WHEREOF, the (“Owner”) and (“DIXON”) have executed this Agreement. The Owner’s Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: **Project Administration, Pre-Construction Meeting, Weld Observations, Wet Interior, Exterior, & Piping Coating Observations, and (1) One Year ROV Warranty Observation for the 1,000,000 Gallon Reservoir (Sterns Road)** (“Project”).

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

This service fee is the Estimated Amount of **\$74,530**.

**Proposals / Agreement Signatures**

Todd Schaefer, Project Manager \_\_\_\_\_ January 30, 2025  
PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer) PROPOSAL DATE

CONTRACT APPROVED BY OWNER	POSITION	DATE
Co SIGNATURE (if required)	POSITION	DATE
AGREEMENT APPROVED by DIXON	POSITION	DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

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

Designated Person: Todd Schaefer  
Address for DIXON’s receipt of notices:  
Dixon Engineering, Inc.  
4811 S. 76th St., Suite 109  
Greenfield, WI 53220  
Email: toddschaefer@dixonengineering.net

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

Standard Form Agreement Between Owner and Engineer for Professional Services an EJCDC document modified by DIXON.  
After modification, per license, this Agreement is not an EJCDC Document.

Owner and DIXON further agree as follows:

## **ARTICLE 1 SERVICES OF DIXON**

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

- A. Contract and Project Management (Basic) Services: EXHIBIT A Part 1
- B. Resident Project Representative (RPR): EXHIBIT A Part 1
- C. Antenna Services: EXHIBIT B
  - 1. If antennas interfere or add costs to the Project a review of services in Exhibit B is required. DIXON will perform these services that can be completed by the Owner. In most antenna contracts the fees for these services are back chargeable to the antenna carrier. The responsible party must be assigned to Exhibit B.
- D. Other Services: Services beyond the scope of Exhibit A are Additional Services.

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

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

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

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

### **3.01 Commencement:**

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

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

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

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

## **ARTICLE 7 DEFINITIONS**

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

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

- A. EXHIBITS Included:
  - 1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
  - 2. EXHIBIT B, Antenna Services to be performed by DIXON or Owner.
  - 3. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
  - 4. EXHIBIT C, Attachments C-1, and C-2.
  - 5. EXHIBIT E, Electronic Documents Protocol (EDP).
  - 6. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
  - 7. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:

1. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).
  2. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from EJCDC merged with other EXHIBITS or not used.

## **ARTICLE 9 MISCELLANEOUS PROVISIONS**

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

### **9.01 Survival:**

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

### **9.02 Severability:**

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

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

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

### **9.04 Waiver:**

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

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

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

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

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

### **9.07 Total Agreement:**

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

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

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR), If Antenna services are included those services are detailed in Exhibit B.

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

**PART 1**

**A1.04 Construction Phase:**

A. Basic Services:

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

B. RPR Services for Maintenance of Existing Structures

1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
3. Hold Point General:
  - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
  - b. A Hold Point Site visit is an observation trip to perform one of the functions below. The number of Site visits required are estimates.
  - c. If two Job Tasks are performed during the same trip, there is no additional charge (i.e., exterior intermediate and pit piping primer).
  - d. The Site visit fees may vary between services (i.e., welding vs. coating) based on the higher compensated weld observer. Hold Point are itemized in EXHIBIT C, Attachment C-1.
4. Hold Point Weld/Modifications- Observe, Record, Report, and:
  - a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, non-fusion, etc.).
5. Hold Points and RPR Coating Observation Services Common to Hold Point: All services will not be necessary each Site visit observation.

- a. Review abrasive and coating materials for approved manufactures.
- b. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
- c. Observe abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
- d. Review coating mixing, thinning, and manufacturer's application requirements.
- e. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
- f. Observe wet interior using high/low voltage holiday detection.
- g. Observe applied coating for dry film thickness, coverage, uniformity, and cure.
6. Hold Point Coating Wet Interior - Observe, Record, Report, and:
  - a. Verify test area for abrasive cleaning meets or exceeds minimum of specified standard.
  - b. Collect spent abrasive for sampling and testing.
  - c. Abrasive blast cleaning prior to application of the prime coat.
  - d. Prime coat prior to application of the next coat.
  - e. Intermediate coat prior to application of the stripe or topcoat.
  - f. Topcoat for compliance with specifications.
  - g. Seam sealer for compliance with specifications.
7. Hold Point Coating Exterior - Observe, Record, Report, and:
  - a. Verify test area for low pressure water blast cleaning (LPWC) meets or exceeds minimum specified standard.
  - b. LPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11) or abrasive blast cleaning.
  - c. Abrasive blast cleaning prior to primer application.
  - d. Prime coat prior to application of the epoxy intermediate coat.
  - e. Epoxy intermediate coat prior to application of the urethane intermediate coat.
  - f. Urethane intermediate coat prior to application of the topcoat.
  - g. Topcoat for compliance with specifications.
  - h. Check foundations coating for compliance with specifications.
  - i. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements, and to verify no damage occurred during lettering.
8. Hold Point Coating Pit Piping- Observe, Record, Report, and:
  - a. Verify test area meets or exceeds minimum specified standard for abrasive blast cleaning and surface profile created.
  - b. Abrasive blast cleaning prior to application of the prime coat.
  - c. Prime coat prior to application of the stripe or topcoat.
  - d. Topcoat for compliance with specifications.
9. Hold Point Project Finalization:
  - a. Review all repairs not installed until after coating.
  - b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
  - c. Complete observation of immediate neighbors from air for any possible roof damage.
  - d. Observe the installation of screens, light bulbs, etc.
  - e. Observe Site for restoration to pre-project conditions.
  - f. Formulate a punch list of items to complete.
  - g. Create a second punch list if needed before finalization.
  - h. Finalize the project to ensure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.

C. Construction Phase - Owner's Responsibilities:

1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

**A1.05 Post Construction Phase:**

- A. Basic Services:
  1. One Year Warranty Observation – ROV
    - a. Review all wet surfaces for corrosion and/or damage, qualify and quantify damage for repairs. All coating repairs needed are to be quantified by extrapolation of a measured area and compared with warranty requirements.
    - b. Review all repairs completed during Construction Phase.
    - c. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
    - d. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The report will be letter format.3
- D. Post Construction Phase – RPR Services
  1. Detailed above if repairs are needed.
- E. Post Construction Phase - Owner’s Responsibilities:
  1. Warranty Observation - ROV Observation:
    - a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV observation, or as a minimum, maintain positive flow (No water withdrawal from tank).
    - b. Perform chlorine residual and bacteriological testing after completion of observation.

**A2.01 ADDITIONAL SERVICES**

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

**BASIS OF FEES, INVOICING AND PAYMENT**

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

**Part 1 BASIS OF FEES**

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

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

**C1.01 Basis:**

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

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

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

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

**C1.03 Definitions including Limitations:**

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

**C1.04 Fees:**

- A. Contracted Fees are detailed in this Exhibit C Attachment 1.
- B. Contingency Allowance Fees, if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses is not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Owner has incurred extra charges or engineering costs related to:
    - a. Excessive submittal review,
    - b. Excessive evaluations of proposed substitutes,
    - c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
    - d. Work is defective, requires correction or replacement including additional inspection costs.
  2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

**C1.05 Estimated Fee:**

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

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

- A. Attached to this Exhibit C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
  1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable

changes in the compensation payable to DIXON. Proposals sent after August 1<sup>st</sup> will have Attachment C-2 with effective rates through December 31 of the subsequent year.

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

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

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

## **PART 3 SELECTION OF RPR SERVICES**

### **C3.00 Selection of Full Time vs. Daily RPR**

- A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
- B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office makes daily travel exceed daily expenses.

### **C3.01 Financial Considerations when Selecting RPR Services:**

- A. Minimum Hourly and Weekly requirements.
  1. Daily RPR Services -8 hours per day plus travel time and mileage.
  2. Full-Time RPR Services:
    - a. Minimum workday - 8 hours.
    - b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the Observer is also working more than 40 hours, if work being completed rises to the level of reporting.
    - c. Rain days or no workdays as determined by Owner or Contractor- minimum billable time is 4 hours, no site time required.
    - d. Delayed start days as determined by Contractor, (ex. Rain delayed start) – minimum billable time is actual delay time and time on site. Total billable time cannot be less than 4 hours.
    - e. Actual Mobilization and Demobilization Time and Reimbursable Expenses.  
Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

### **C3.02 Hold Point Observations:**

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

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

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1. The total compensation for services under this Agreement is the estimated total compensation amount of **Seventy-Four Thousand, Five Hundred and Thirty Dollars, \$74,530** and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.04-Preconstruction Meeting			\$1,325	Unit Price
A1.04-Other Defined Basic Services - Project Administration			\$6,200	Lump Sum
A1.04-RPR Services Weld	3	\$1,575	\$4,725	Unit Price
A1.04-RPR Critical Phase Coating	47	\$1,240	\$58,280	Unit Price
A1.05-Warranty Observation			\$4,000	Lump Sum
Total			\$74,530	

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

EXHIBIT C ATTACHMENT C-2: Agreement Between  
Owner and DIXON

**STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE**

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$500.00	
Officer/Associate	\$210.00	
Project Manager	\$195.00-\$220.00	\$292.00-\$330.00
Engineer	\$220.00-\$260.00	\$330.00-\$390.00
CWI Welding RPR	\$215.00-\$240.00	\$322.00-\$360.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	\$148.00-\$198.00	\$222.00-\$297.00
DIXON Level 2 or AMPP Certified Level 2 RPR	\$134.00-\$174.00	\$201.00-\$261.00
DIXON Level 1 or AMPP General Level 1 RPR	\$124.00-\$154.00	\$186.00-\$231.00
Contract Support Staff	\$154.00-\$194.00	\$231.00-\$291.00
<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging	\$185.00 per diem	\$185.00 per diem
Meals	\$65.00 per diem	\$65.00 per diem

**FEES EFFECTIVE THROUGH: December 31, 2025 (Revised: 10/21/2024)**

**ELECTRONIC DOCUMENTS PROTOCOL (EDP)**

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

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

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

**E1.01 Electronic Documents Protocol**

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

physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
  - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of the contract.
  - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
  - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
  - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
  2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

**SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE**

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

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

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**GP1.00 Time for Completion:**

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

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

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

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

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

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

proposals to others accurately describing its participation and participation of employees in the Project.

**GP1.03 Use of Documents:**

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

**GP1.04 Records Retention:**

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

**GP1.05 Suspension and Termination:**

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

1. Either party may terminate a Task Order for cause upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.
    - a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph GP1.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. In addition to its termination rights in Paragraph GP1.05. B.1, DIXON may terminate a Task Order for cause upon 7 days' written notice:
    - a. If Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional.
    - b. If DIXON's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond DIXON's control: or
    - c. As the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern.
  3. DIXON will have no liability to the Owner on account of any termination by DIXON for cause.
- D. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.
- E. Payments Upon Termination:
1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
  2. The scheduled time between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

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

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

**GP1.07 Dispute Resolution:**

- A. The Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.
- B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party has any financial or relational control over any panel member. DIXON will select, based on expertise in dispute. (DIXON pays fees for their panel member, Owner pays fees of their member, and third member's fees are to be paid as directed by the panel, even though the panel's final dispute resolution is not accepted).
- C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

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

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

**INSURANCE REQUIREMENTS AND LIABILITY CONCERNS**

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

**IR1.00 Insurance:**

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

B. By DIXON:

1. Workers' Compensation:	Statutory
2. Employer's Liability:	
a. Bodily injury, each accident	\$1,000,000
b. Bodily injury by disease, each employee	\$1,000,000
c. Bodily injury/disease, aggregate	\$1,000,000
3. General Liability:	
a. Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
b. General Aggregate	\$2,000,000
4. Excess or Umbrella Liability:	
a. Per Occurrence	\$5,000,000
b. General Aggregate	\$5,000,000
5. Automobile Liability:	
a. Combined Single Limit (Bodily Injury and Property Damage):	\$1,000,000
6. Professional Liability:	
a. Each Claim Made	\$2,000,000
b. Annual Aggregate	\$2,000,000

C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.

D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.

F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights, and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. The Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.

G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

H. At any time, Owner may request that DIXON or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Owner, and if commercially available, DIXON

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

I. Definitions:

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

**IR1.01 Limitation of Liability:**

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

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

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

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

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



# Agenda Item Executive Summary

**Metronet Construction Administration**  
**AGENDA Agreement for Telecommunication**  
**ITEM: Facilities**

**BOARD OR**  
**COMMITTEE: Board**

## BUDGET IMPACT

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

Fund: N/A Corresponding Activity Measure: JULIE Calls

## EXECUTIVE SUMMARY

As an objective of the strategic plan to "Continue to enhance and improve the efficiency of service delivery methods and approaches", staff have been in discussions with Metro Fibernet (Metronet) to provide internet services to businesses and residents through a fiber-to-the-home approach. Metronet, which recently installed a fiber loop for District U-46 in Bartlett, would offer internet services but not TV or phone services.

Before Metronet can begin the build-out, the Board must approve the attached three-year agreement. Preliminary meetings have focused on outreach efforts, minimizing construction disruptions, and providing residents with contact information for inquiries. Metronet will also collaborate with a third-party utility locator to perform locates for the build-out and will compensate the Village for any assistance from Public Works locators. Additionally, Metronet will go through the Right of Way permit process to ensure any utility conflicts are minimized.

## RECOMMENDATION

Staff recommends approving the construction administration agreement with Metro Fibernet, LLC.

## ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

## RELATIONSHIP TO STRATEGIC PLAN GOAL

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

Short Term (1-3 Years): Routine  Complex

Long Term (3-5 Years): Routine  Complex

## ACTION REQUESTED

For Discussion Only

Resolution

Ordinance

Motion: Move to approve Resolution #2025-\_\_\_\_\_, **A RESOLUTION APPROVING A CONSTRUCTION ADMINISTRATION AGREEMENT FOR TELECOMMUNICATIONS FACILITIES WITH METRO FIBERNET, LLC**

Staff: Tyler Isham, Assistant Director of Public Works

Date: March 10, 2025

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Tyler Isham, Assistant Director of Public Works  
**Subject:** **Metronet Construction Administration Agreement for Telecommunication Facilities**  
**Date:** March 10, 2025

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## **BACKGROUND**

As an objective of the strategic plan goal to “Continue to enhance and improve the efficiency of service delivery methods and approaches”, staff have been in discussions with Metro Fibernet, LLC (“Metronet”), who are interested in providing internet services to businesses and residents. Metronet would provide a “fiber-to-the home” approach that would enable streaming services and internet but would not provide a dedicated television or phone service. Metronet has worked in Bartlett recently when they installed the fiber loop for District U-46. Before Metronet can begin the utility build-out, the attached agreement must be approved by the Board. This initial agreement is for three years.

Staff has met preliminarily with Metronet to determine their plan for outreach, mitigating construction disturbance and restoration. Metronet will have a dedicated employee and website to discuss questions or complaints with residents and would provide the Village with information for us to share with residents should they have questions regarding the build-out or purchasing services.

Metronet has also agreed to solicit a third-party locating service (USIC) for underground utilities in the areas they are building out to ensure that Village crews can maintain the utility locating for other contractors and projects. Metronet has also agreed to compensate the Village for the time Public Works locators have to assist Metronet crews in locating. Metronet will also still go through the Right of Way permit process.

## **RECOMMENDATION**

Staff recommends approving the construction administration agreement with Metro Fibernet, LLC.

## **MOTION**

**MOTION TO APPROVE RESOLUTION #2025-\_\_\_\_-R, A RESOLUTION APPROVING A CONSTRUCTION ADMINISTRATION AGREEMENT FOR TELECOMMUNICATIONS FACILITIES WITH METRO FIBERNET, LLC**

RESOLUTION 2025 - \_\_\_\_\_

**A RESOLUTION APPROVING A CONSTRUCTION ADMINISTRATION AGREEMENT  
FOR TELECOMMUNICATIONS FACILITIES WITH METRO FIBERNET, LLC**

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

**SECTION ONE:** **APPROVAL.** The Construction Administration Agreement for Telecommunications Facilities between the Village of Bartlett and Metro Fibernet, LLC (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

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

ATTEST:

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

### CERTIFICATION

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

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

## VILLAGE OF BARTLETT

### CONSTRUCTION ADMINISTRATION AGREEMENT FOR TELECOMMUNICATIONS FACILITIES

This Construction Administration Agreement (“*Agreement*”) is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Village of Bartlett, an Illinois home rule municipal corporation (the “*Authority*” or “*Village*”) and Metro Fibernet, LLC, a Nevada limited liability company (the “*Facility Owner*”). The Authority and Facility Owner may be referred to herein singularly as a “Party” and collectively as the “Parties.”

**WHEREAS**, the Village of Bartlett is an Illinois home rule municipal corporation operating under power and authority granted by the laws and Constitution of the State of Illinois; and

**WHEREAS**, the Village is a highway authority with respect to such rights-of-way located within the boundaries of the Village and not otherwise operated and maintained by a county or the State of Illinois; and

**WHEREAS**, the Authority has heretofore adopted Title 7, Chapter 6 of the Bartlett Municipal Code, entitled, “Construction of Utility Facilities in the Rights of Way,” (hereafter referred to as the “*Regulations*”); and

**WHEREAS**, the Regulations provide for telecommunications retailers that desire to construct utility facilities in the right-of-way to provide, as a condition of being awarded each permit, proof of insurance and a security fund; and

**WHEREAS**, the Regulations provide that the Authority, in its discretion and as limited by law, may require utilities to enter into a franchise, license or similar agreement for the privilege of locating their facilities within the Authority rights-of-way and, in such an agreement, the Authority may provide for terms and conditions inconsistent with the Regulations; and

**WHEREAS**, Facility Owner operates and is registered with the Illinois Department of Revenue as a Telecommunications Retailer under the Telecommunications Infrastructure Maintenance Fee Act (TIMFA) (35 ILCS 635/10 and following); and

**WHEREAS**, the Facility Owner intends and desires to engage in a widescale construction project for the purpose of installing telecommunication facilities within the Authority rights-of-way (the “*Project*”); and

**WHEREAS**, the Authority and the Facility Owner desire to facilitate the mutually convenient and efficient administration of the Project to minimize the cost to the Facility Owner and the inconvenience to the public; and

**WHEREAS**, the Authority and Facility Owner desire for this Agreement to supersede the Regulations to the extent of any conflict.

**NOW, THEREFORE, IN CONSIDERATION OF** the foregoing recitals, the mutual covenants and obligations herein described, and other good and valuable consideration, the Authority and Facility Owner hereby agree as follows:

1. Recitals. The Parties hereby confirm the validity of the representations and recitals set forth in the foregoing recitals. The parties acknowledge that said recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement, as though they were fully set forth in this Section 1 and that they shall continue for as long as this Agreement is in full force and effect.

2. Police Powers. Nothing in this Agreement shall be construed as an abrogation by the Authority of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary by the Authority for the health, safety, and welfare of the public, and the Facility Owner shall comply with all generally applicable laws, codes and ordinances enacted by the Authority pursuant to such police power.

3. Term of Agreement; Renewal.

- a. The term of the Agreement granted hereunder shall be three (3) years unless the Agreement is renewed or is lawfully terminated in accordance with the terms of this Agreement and/or applicable law.
- b. The term of this Agreement shall automatically renew for additional three (3) year terms unless either party delivers notice of intent not to renew no later than ninety (90) days prior to the expiration of the then current term.

4. Reservation of Authority. Nothing in this Agreement shall (A) abrogate the right of the Authority to authorize the use of rights-of-way for public purposes or to perform any public works or public improvements of any description, (B) except as explicitly described herein, be construed as a waiver of any laws, codes or ordinances of general applicability promulgated or enforceable by the Authority, or (C) be construed as a waiver or release of the rights of the Authority in and to the rights-of-way.

5. Construction Standards. Except as otherwise provided in this Agreement, Facility Owner shall comply with all the requirements established in the Regulations.

6. Modified Application Requirements.

- a. Insurance. For the term of this Agreement, the Facility Owner shall be deemed to satisfy the requirements described in §7-6-8 of the Regulations if the Facility Owner annually files evidence with the Authority that the Facility Owner, at its own cost and expense, maintains insurance coverages which comply with §7-6-8 of the Regulations. Provided the Facility Owner annually files such evidence of insurance, the Facility Owner shall not be required to include proof of insurance with each permit application.

- b. Security. For the term of this Agreement, the Facility Owner shall be deemed to satisfy the requirements described in §7-6-10 of the Regulations if the Facility Owner deposits with the Authority a surety bond in an amount of \$50,000, to satisfy the requirements described in §7-6-10(C) of the Regulations. In the event the Authority withdraws from the Security Fund in the manner described in §7-6-10(D), the Facility Owner shall not be compliance with this section unless the Facility Owner restores the full value of the Security Fund within fourteen (14) days from receipt of notice from the Authority of the amount withdrawn from the Security Fund and the reasons therefor. Provided the Facility Owner maintains the Security Fund in compliance with this section, the Facility Owner shall not be required to deposit a separate security fund with each permit application. The Security Fund shall not be closed and returned to the Facility Owner until the expiration or earlier termination of this Agreement, provided however, after the completion of initial construction, the Village, in its sole discretion, may reduce the amount of the surety bond to \$20,000 to satisfy the requirements described in §7-6-10(C) of the Regulations.
  
- c. Project Plans. For the term of this Agreement, the Facility Owner shall be deemed to satisfy the requirements described in §7-6-4(C)(4) of the Regulations if the Facility Owner annually files with the Authority, on or before the date of the construction administration meeting described in Section 7 of this Agreement, a general description of all proposed work the Facility Owner intends to perform during the next twelve (12) months and the purposes and intent of the facility and the uses to which the facility will be put (the "Project Plans"). The scope and detail of such Project Plans shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed, especially including, but not limited to, any adjacent residential uses. The Project Plans must also be drawn to a scale that is legible enough for the Authority to determine if there are any conflicts with other utilities. Where the Facility Owner intends to construct or where the Project Plans clearly require, additional aboveground facilities in the rights-of-way, the Project Plans shall include a proposed facilities plan showing the type and location of facilities intended or required. Provided the Facility Owner annually files the aforementioned Project Plans in compliance with this section, the Facility Owner shall not be required to deposit separate plans with each permit application.

7. Facility Owner Obligations: In consideration for the benefits granted the Facility Owner under this Agreement, the Facility Owner agrees to the following:

- a. Construction Administration Meeting. The Facility Owner agrees to meet with the Authority's designated representatives annually, on or before November 15 each year, to (i) review the Facility Owner's Project Plans for the succeeding year, (ii) coordinate and schedule the parties' respective construction projects for the succeeding year to avoid conflicts and increase opportunities for concurrent work in the rights-of-way, and (iii) agree upon changes to the Facility Owner's Project Plans ensure compliance with the Regulation and minimize the degree of incompatibility between the Facility Owner's facilities and Authority-owned

facilities or adjacent land uses. If the Facility Owner desires to modify its Project Plans in any manner the parties have not jointly memorialized following the Construction Administrative Meeting, the Facility Owner may not modify such Project Plans without advance written approval from the Authority.

- b. Permits by Section. The Facility Owner agrees to provide the Authority with a map showing the division of the Village's boundaries into sections. The Authority will permit the Project on a section-by-section basis. The Authority reserves the right to only permit one section to be under construction at a time to limit disruptions to the Village and its residents.
- c. As-Built Plans. Upon completion of any portion of the Project, the Facility Owner will provide the Village with As-Built Plans showing the facilities in an electronic format acceptable to the Village.
- d. JULIE Locating. Facility Owner must engage USIC and pay all fees, charges and costs for JULIE locates on the Village's behalf in accordance with the Metro Fibernet LLC Locate Letter Agreement, which is attached hereto as Exhibit A and incorporated by this reference. If the Village determines, in its sole discretion, that additional JULIE locates are necessary for the Facility Owner's Project, or that Village staff assistance is required for locates being conducted by USIC, the Village may conduct such additional JULIE locates or provide Village Staff assistance to USIC at Facility Owner's cost. The Facility Owner agrees to pay for any additional locate costs incurred by the Village for the Facility Owner's Project at a rate of \$47.50 per hour.
- e. Reimbursement of fees. The Facility Owner agrees to reimburse the Village for all actual and reasonable fees and costs incurred by the Village in reviewing the Facility Owner's applications and submittal documents, including, but not limited to, design documents and for field observation fees, in accordance with Section 7-6-4(F) of the Regulations.

8. Notice of Violation or Default. In the event the Authority believes that the Facility Owner has not complied with the terms of the Agreement, it shall notify the Facility Owner in writing with specific details regarding the nature of the alleged noncompliance or violation.

9. Facility Owner's Right to Cure. The Facility Owner shall have thirty (30) days from the receipt of the Authority's written notice of violation to cure such noncompliance; or in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Authority of the steps being taken and the projected date that the cure will be completed and request additional time from the Authority to complete the cure.

10. Enforcement. In the event the Facility Owner fails to cure a violation within the applicable cure period, the Facility Owner shall be deemed in default of this Agreement. If the Facility Owner is in default of any provision of the Agreement, the Authority may:

- a. suspend any additional work by the Facility Owner; and

- b. seek specific performance of any provision that reasonably lends itself to such remedy, or seek other relief available in equity including declaratory or injunctive relief; or
- c. in the case of either a frequently recurring default or a substantial default of a material provision of the Agreement, declare the Agreement to be revoked, terminated and no further force and effect.

11. Remedies Not Exclusive. In addition to the remedies set forth in Section 10, the Facility Owner acknowledges the Authority's ability to enforce the requirements and standards, and the penalties for non-compliance with such standards consistent with the Regulations and any other generally applicable provision of the Bartlett Municipal Code. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Authority to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Facility Owner. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Authority.

12. Force Majeure. The Facility Owner shall not be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including suspension, termination, cancellation or revocation of the Agreement), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, hurricane, tornado or other catastrophic act of nature, labor disputes (not involving the Facility Owner's employees), governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Facility Owner's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Facility Owner's equipment is attached.

13. Notice. All notices, consents, approvals, requests, and other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given and served upon the other party by (a) hand delivery, (b) first class mail, registered or certified, return receipt requested, postage prepaid, or (c) reputable overnight courier service and addressed as follows:

To the Authority:

Village of Bartlett  
1150 Bittersweet Drive  
Bartlett, IL 60103  
ATTN: Dan Dinges, Public Works Director

To the Facility Owner:

Metro Fibernet, LLC  
Attn: VP OSP Construction  
3701 Communications Way

Evansville, IN 47715  
Email: pole-permits@metronet.com

With Copies to:

Metro Fibernet, LLC  
Attn: Legal – Pole Permitting  
11880 College Boulevard, Ste 100  
Overland Park, KS 66210

24-Hour Emergency Contact:

Metronet NOC:  
mfn-noc@metronetinc.com  
833-266-5812

Either party may change its address and addressee for notice by notice to the other party under this Section. Notice by hand delivery, and notice by overnight courier service shall be deemed received when delivered, and notice by mail shall be deemed delivered three days after placing in the United States Mail.

14. Good Standing; Taxes. Notwithstanding anything in the Regulations, Facility Owner shall not be required to pay any additional fees or compensation to the Village under this Agreement including for site specific permits, application, inspection, and review fees, so long as 1) Facilities Owner maintains its status as a Telecommunications Retailer under the Telecommunications Infrastructure Maintenance Fee Act (TIMFA) (35 ILCS 635/) and 2) timely pays any taxes imposed by the Simplified Municipal Telecommunications Tax Act (SMTT) (35 ILCS 636/5); and 3) timely pays any other taxes or fees imposed by the Village.

15. Assignment. Except to an entity controlling, controlled by, or under common control with of the Facility Owner [and which executes an Assignment & Assumption Agreement mutually agreeable to the Parties], Facility Owner shall not assign any rights or obligation contained in this Agreement or the Agreement itself without the prior written consent of the Village. Notwithstanding anything in this Agreement to the contrary, without notice to or receipt of the Village's consent and without any obligation to pay the Village any fee or charge in connection therewith, Facility Owner has the right to assign this Agreement to: (i) any entity as a result of or in connection with: (i) a public offering of stock; (ii) an entity resulting from or in connection with a private offering or transfer of stock in connection with a merger, sale, consolidation or joint venture; (iii) a transfer to an affiliate or subsidiary of Facility Owner or any entity controlling, controlled by or under common control with Facility Owner; and (iv) the purchaser of substantially all of Tenant's assets.

16. Entire Agreement. This Agreement embodies the entire understanding and agreement of the Authority and the Facility Owner with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and communications, whether written or oral, and there are no representations or agreements among

the parties except as specifically set forth in this Agreement. All ordinances or parts of ordinances related to the construction of telecommunications facilities that are in explicit conflict with or otherwise impose obligations different from the provisions of this Agreement are superseded by this Agreement.

17. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority with jurisdiction over the parties, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. In the event any provision hereof is nonetheless found by a final, non-appealable judicial order to be invalid or unenforceable in the manner in which it is applied or implemented by the parties hereto, the parties agree that the change in interpretation and performance of this Agreement shall be solely prospective from the effective date of the order and shall not give rise to any retroactive claims for a party's actions in reliance on this Agreement preceding the date of such order unless such order clearly addresses the retroactive and prospective application of such order. If any material provision of this Agreement is found to be unenforceable in a final judicial or administrative proceeding, either party may notify the other in writing that the Agreement has been materially altered by the finding of unenforceability and elect to terminate the Agreement.

18. Governing Law. This Agreement shall be deemed to be executed in the State of Illinois and shall be governed by the laws of the State of Illinois, without regard to conflict of laws, except where superseded by Federal law.

19. Venue. Except as to any matter within the exclusive jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Cook County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

20. Modification. No provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Authority and the Facility Owner, which amendment shall be authorized on behalf of the Authority through the approval by the Corporate Authorities of the Village, as required by applicable law.

21. No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public not a signatory to this Agreement to enforce the terms of this Agreement.

22. Village's Contract Rights; Exercise of Home Rule Authority. The parties hereby acknowledge and agree that the Village's execution and enforcement of this Agreement, and the grant of such benefits given to the Facility Owner in consideration for the same, are an exercise of the Village's home rule authority to enter into contracts having a bearing on the local government and affairs of the Village to the extent granted or permitted by Article VII, Section 6 of the Illinois Constitution.

23. No Disqualifications

- a. Patriot Act. The Facility Owner represents and warrants that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.
- b. Debarment. The Facility Owner hereby certifies that it is not barred from entering into this Agreement as a result of a violation of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that the Facility Owner has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement.

**AUTHORITY:**

Village of Bartlett

**FACILITY OWNER:**

Metro Fibernet, LLC

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

\_\_\_\_\_  
By:  
Its:

ATTEST:

\_\_\_\_\_  
By:  
Village Clerk

[Date]

Village of Bartlett  
Attn. Daniel Dinges, Public Works Director  
1150 Bittersweet Drive  
Bartlett, IL 60103

**RE: Metro Fibernet, LLC Locate Letter Agreement with the Village of Bartlett**

Dear Mr. Dinges:

Metro Fibernet, LLC ("Metronet") constructs and operates fiber-to-the-premises networks (each a "FTTP Network") to provide state-of-the-art all fiber communications and broadband services to residential and business consumers. To facilitate such construction, the Village of Bartlett ("Village") will be required to locate certain of its underground utility facilities. Village wishes for the Metronet to perform such locating work on the Village's behalf. Metronet is willing to accommodate Village's request in accordance with the terms and conditions stated below. With the intent to be bound, Metronet and the Village agree as follows:

- (1) **Engagement of Contractor.** Prior to construction, Metronet will retain USIC, a third-party contractor ("Contractor"), to locate and mark Village owned underground utility facilities.
- (2) **Locate Tickets.** Metronet will submit locate tickets for underground construction in conformity with applicable law. Metronet and Village agree that Metronet shall manage the work of the Contractor and is responsible for all fees and/or charges from Contractor to locate and mark Village owned underground utility facilities.
- (3) **Term.** The term of this Agreement will commence on the Effective Date and will continue for the same term as the Construction Administration Agreement between Metronet and the Village ("Term").
- (4) **Limitation of Liability.** NEITHER PARTY SHALL HAVE ANY RESPONSIBILITY, LIABILITY OR OBLIGATION TO THE OTHER OR THE OTHER'S AFFILIATES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR PERMITTED ASSIGNS FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, COST OF REPLACEMENT SERVICES, LOSS OF CUSTOMERS OR AGENTS, LOSS OF USE, OR PENALTIES IMPOSED BY OTHERS, REGARDLESS OF ANY ACT OF OMISSION OR COMMISSION IN CONNECTION WITH OR UNDER THIS AGREEMENT.

- (5) **No Joint Venture.** This Agreement is not intended to create nor will it be construed to create any partnership, joint venture, or employment relations between the Village and Metronet, and neither party will be liable for the payment or performance of any debt, obligation, or liabilities of the other party, except as expressly stated herein.
- (6) **Applicable Law.** In the event of any matter or dispute arising out of or related to this Agreement, it is agreed between the parties that the law of the State of Illinois will be given the interpretation, validity and effect of this Agreement without regard to the place of execution or place of performance thereof, or any conflicts of law provisions.

Please indicate the Village's acceptance of and agreement to the above terms by signing the below.

Accepted and agreed to as of the date of the last signatory ("Effective Date").

**Metro Fibernet, LLC**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**Village of Bartlett**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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