

VILLAGE OF BARTLETT
VILLAGE HALL, 228 S. MAIN STREET
BOARD AGENDA
May 6, 2025
7:00 P.M.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **SWEARING IN OF ELECTED OFFICIALS**
6. **TOWN HALL: (Note: Three (3) minute time limit per person)**
 - A. Recognition of Mayor Wallace – Midwest Hakka Association

7. ***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.*
- *8. **MINUTES:** Board – April 15, Committee – April 15, 2025
- *9. **BILL LIST:** May 6, 2025
10. **TREASURER'S REPORT:** None
11. **PRESIDENT'S REPORT:**
 - A. Barry Krall Bike and Run Commission Appointment
 - B. National Police Week Proclamation
 - C. Building Safety Month Proclamation
 - D. Bike Month Proclamation

12. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
13. **STANDING COMMITTEE REPORTS:**
 - A. **BUILDING AND ZONING COMMITTEE, CHAIRMAN HOPKINS**
 1. None

 - B. **COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY**
 1. None

 - C. **FINANCE COMMITTEE, CHAIRMAN LAPORTE**
 1. Approving of the Professional Service Agreement Between the Village of Bartlett and Ancel Glink, a Professional Corporation
 2. Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C
 3. Resolution Approving the Professional Service Agreement Between the Village of Bartlett and the Law Offices of Francis Bongiovanni, and Ottosen, DiNolfo, Hasenbalg & Castaldo, Ltd.

 - D. **LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN BATTERMANN**
 1. Annual Appointments of Village Officers by the Village President with the Advice and Consent of the Board
 - a. Village Administrator, Paula Schumacher
 - b. Village Attorney, Kurt Asprooth
 - c. Village Treasurer, Matt Coulter
 - d. Village Budget Officer and Director of Finance, Matt Coulter
 - e. Director of Public Works, Dan Dinges
 - f. Building and Code Enforcement Division Manager/Building Official, John Komorowski
 - g. Electrical Inspector, William Dettmer
 - h. Plumbing Inspector, Dewayne Burris
 - i. Health Officer, Frank Bertolami
 - j. Interim Chief of Police, William Naydenoff

- k. Village Engineer, Nick Talarico
- l. Director of Planning and Development Services/Zoning Administrator, Kristy Stone
- m. Administrative Hearing Officer, Francis Bongiovanni
- n. Open Meetings Act Officer, Paula Schumacher
- o. Freedom of Information Act Officers, Samuel Hughes, Scott Skrycki (in his absence)

*2. Hanover Township Freedom Car Show Class D

*3. Ordinance Amending Section 3-3-2-11 of the Bartlett Liquor Control Ordinance Regarding the Number of Class I Licenses – Hearthwood Senior Living

E. POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI

- 1. Purchase of three (3) Ford Utility Police Interceptors

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

*1. Purchase of (2) 2026 Peterbilt Trucks

*2. Resolution Approving an Agreement between the Village of Bartlett and Stantec Consulting Services, Inc. for a Water and Sewer Rate Study

*3. Resolution Authorizing the use of Motor Fuel Tax Funds in the Amount of \$319,666 to be used toward the Cost of the Construction of North Avenue STP Resurfacing Project

*4. Resolution Authorizing the Use of Motor Fuel Tax Funds in the Amount of \$4,375,000 to pay for the Cost of Construction for all FY2025/2026 MFT General Maintenance Program Projects

*5. Resolution Approving of the 2025 Various Street Resurfacing Project Agreement between the Village of Bartlett and Schroeder Asphalt Services, Inc.

*6. Resolution Authorizing the Joint Funding Agreement for Federally Funded Construction between the Village of Bartlett and IDOT for the North Avenue STP Resurfacing Project

*7. Resolution Approving the Local Public Agency Engineering Services Agreement between the Village of Bartlett and Chastain and Associates LLC for Phase III Construction Engineering for the North Avenue STP Resurfacing Project

8. Resolution Approving an Agreement between the Village of Bartlett and OpenGov, Inc., for Software Services

14. NEW BUSINESS

- A. Issuance of Class I Liquor License– Hearthwood Senior Living

15. QUESTION/ANSWER: PRESIDENT & TRUSTEES

16. ADJOURNMENT



**VILLAGE OF BARTLETT
BOARD MINUTES
APRIL 15, 2025**

1. CALL TO ORDER

President Wallace, called the regular meeting of April 15, 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, Human Resources Director Janelle Terrance, Assistant Finance Director Matt Coulter, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Planning & Development Director Kristy Stone, Head Golf Professional Phil Lenz, Deputy Chief Naydenoff, Deputy Chief Rob Sweeney, Village Attorney Kurt Asprooth, and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Michael Fuelling from Village Church of Bartlett

4. PLEDGE OF ALLEGIANCE

5. TOWN HALL

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 Approving a Lease Agreement between Nadler Golf Car Sales, Inc., and the Village of Bartlett.

Trustee Hopkins stated that he would like to add item D. 1 to the Consent Agenda - Ordinance Creating a Class C Liquor License - Jala Krupa Inc. DBA Suburbia Liquors.

Trustee Gunsteen stated that he would like to add items A. 1 and A. 2 to the Consent Agenda - Ordinance Approving a Preliminary/Final Plat of Resubdivision, a Site Plan, and a Variation for the Property at 1350 Munger Road and Resolution Approving a Landbanking Agreement Amendment for the Property located at 1350 Munger Road.



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Trustee LaPorte stated that he would like to add items C. 2 and C. 3 to the Consent Agenda – Ordinance Reserving 2025 Volume Cap for Private Activity Bond Issues and Related Matters, and Resolution Approving of the Janitorial Services Agreement Between the Village of Bartlett and Multisystem Management Company.

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

Assistant Finance Director Matt Coulter stated that the Treasurer's Report for the month of February in the amount of \$574,313 which is up \$226,134 or 65% from last year. For Motor Fuel Tax, they received \$156,000 which is up \$9885 from the prior year. He stated that if we were still receiving the local share at 10%, that total would be \$9,319,200.



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10. PRESIDENT'S REPORT

President Wallace read a proclamation for Arbor Day.

Trustee Deyne read a proclamation recognizing Kevin Wallace and thanking him for his years of service to the Village of Bartlett for the last 12 years.

President Elect Gunsteen paid tribute to Mayor Wallace with a speech thanking him for his leadership these past 12 years.

11. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne wanted to recognize commissioners for their anniversaries.

Trustee Gunsteen asked about the trees that were cut down on the Devon access roadway, he stated he's received some calls asking if those would be replanted. Assistant Public Works Director Tyler Isham stated that some of the trees planted back there probably can't be replanted. He went on to say that there's always an opportunity, especially with the tree planting program to find some space for them. He stated that they will do some screening once the restoration starts to make sure something will be planted there.

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated that Ordinance 2025-28, An Ordinance Approving a Preliminary/Final Plat of Resubdivision, a Site Plan, and a Variation for the Property at 1350 Munger Road, and Resolution 2025-29-R, A 2. Resolution Approving a Landbanking Agreement Amendment for the Property located at 1350 Munger Road, were covered and approved under the Consent Agenda.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that there was no report.

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

Trustee LaPorte stated that Ordinance 2025-31, An Ordinance Reserving 2025 Volume Cap for Private Activity Bond Issues and Related Matters, and Resolution 2025-32-R, A Resolution Approving of the Janitorial Services Agreement Between the Village of Bartlett and Multisystem



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Management Company, were covered and approved under the Consent Agenda.

Trustee LaPorte presented Resolution 2025-30-R, A Resolution Adopting the Village of Bartlett Budget for Fiscal Year 2025/2026. He stated that the Village Board reviewed the fiscal year 2025/26 budget at the March 4th and March 18th finance committee meetings, with a budget discussion at the April 1st committee meeting. Adjustments were made that decreased the proposed budget by a total of \$25,000. The budgeted expenditures total \$80,715,589. A public hearing was conducted on April 1st, 2025. Trustee LaPorte moved to approve Resolution 2025-30-R pending no further discussion, that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO APPROVE RESOLUTION 2025-30-R, A RESOLUTION ADOPTING THE VILLAGE OF BARTLETT BUDGET FOR FISCAL YEAR 2025-2026.

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 2025-33, An Ordinance Creating a Class C Liquor License - Jala Krupa Inc. DBA Suburbia Liquors was covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski presented Resolution 2025-34-R, A Resolution Approving a Contract for Services between the Village of Bartlett and Northeast DuPage Family and Youth Services for Social Worker Services. She stated that Attached is a resolution waiving advertising for bids and approving of the contract for services between the Village of Bartlett and Northeast DuPage Family and Youth Services (NEDFYS) for social worker services. The FYE 25/26 budget includes \$128,400.88 for one full-time and one part-time social worker. In 2024, the police department's social worker received over 279 referrals from residents, as well as from village and police department personnel. Referrals increased 42% from 2023. Services offered through this program fulfilled a need of providing additional time, resources, and engagement to residents requiring support beyond the scope of law enforcement capabilities.

The qualifications offered by NEDFYS are in line with the recommended characteristics specified in the Illinois Association of Chiefs of Police's social worker survey. In addition, NEDFYS maintains a 24/7 on-call crisis intervention system available to the police department at no additional cost. NEDFYS can also provide at least one master's level clinical intern to support the work at the police department. The interns are supervised by licensed clinical therapists and provide services such as counseling, case management, follow-up phone calls, safety planning, and other clinical support. Trustee Suwanski moved to approve Resolution 2025-34-R, that



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motion was seconded by Trustee Deyne.

Trustee Gandsey stated that she thought they were waiting on a more detailed report with information before voting. Mayor Wallace stated that this is not a village employee but a contractual position. Village Administrator Paula Schumacher stated that they were waiting for the two positions that were discussed in the budget after the Wage and Benefits Survey, which she stated would be presented to the board in a couple of weeks. She went on to say that Mayor Wallace was correct, the Social Worker is a contract employee and based on the last board meeting discussion we would be adding a part time contract employee. She stated that the Police Department would provide quarterly reports to the board based on their performance and their impact so that they can continue to monitor whether they want that position to become a full-time position.

Trustee Gandsey asked about contacting the school district regarding the position. Village Administrator Paula Schumacher stated that they were asked to inform the school district of the position that we're funding and further clarifying the dividing line between what the school social worker and the police department social worker. Trustee Gandsey wanted to clarify the contract, asking that if they decided no to the additional part-time contract social worker after six months, would be held to a yearly contract. Village Administrator Paula Schumacher stated that they have the ability to go to NEDFYS to renegotiate that contract.

ROLL CALL VOTE TO APPROVE RESOLUTION 2025-34-R, A RESOLUTION APPROVING A CONTRACT FOR SERVICES BETWEEN THE VILLAGE OF BARTLETT AND NORTHEAST DUPAGE FAMILY AND YOUTH SERVICES FOR SOCIAL WORKER SERVICES

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

NAYS: Trustee Suwanski

ABSENT: None

MOTION CARRIES

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Resolution 2025-35-R, A Resolution Approving a Lease Agreement between Nadler Golf Car Sales, Inc., and the Village of Bartlett was covered and approved under the Consent Agenda.

13. NEW BUSINESS

Trustee Deyne wanted to ask about changing the time of the Strategic Planning meeting due to the retirement of a Park District Commissioner. He wanted to ask for a change in time in order to be able to attend that retirement. Village Administrator Paula Schumacher stated that she was flexible with the date and time depending on what works best for the board. After some discussion, Mayor Wallace suggested sending an email to the board regarding what would work best for the



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majority.

14. QUESTION/ANSWER PRESIDENT & TRUSTEES - None

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 Hopkins.

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:32 p.m.

Jackie Cardoza
Executive Assistant



VILLAGE OF BARTLETT COMMITTEE MINUTES April 15, 2025

1. CALL TO ORDER

President Wallace called the Committee of the Whole meeting of April 15, 2025, of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:32 p.m.

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Assistant to the Village Administrator Sam Hughes, Assistant Finance Director Matt Coulter, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Planning & Development Director Kristy Stone, IT Director John Peebles, Head Golf Professional Phil Lenz, Grounds Superintendent Matt Giermak, Deputy Chief Naydenoff, Deputy Chief Rob Sweeney, Village Attorney Kurt Asprooth, and Village Clerk Lorna Giles.

3. TOWN HALL:

Ruby Cazares – 237 Gingerbrook Lane

Ms. Cazares wanted to thank the Board for listening to her concerns. She addressed Trustee Gandsey and thanked her for her time and recognizing the curiosity and wanting to meet and share more about the community.

Ed Calusinski – 456 Sundance Drive

Mr. Calusinski stated that he is the owner of Magnum Realty on Devon. He stated that when he first came into Bartlett it was unincorporated. He stated that there was an argument between Hanover Park and Bartlett and that he got all the credentials and requirements needed. He stated that there were promises made to be more commercialized on Devon at that time. He went on to say that he was told to come here as it was going to be discussed at the Committee. Mayor Wallace confirmed that was correct and that Mr. Calusinski was welcome to stay for that discussion.

4. STANDING COMMITTEE REPORTS

A. BUILDING AND ZONING COMMITTEE, CHAIRMAN GUNSTEEN

1. #2018-05 TLE Devon and Prospect

Trustee Gunsteen stated that the petitioner is requesting to subdivide the 3.85 acres located at the southwest corner of Devon and Prospect Avenues to construct The Learning Experience (TLE) early



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education and daycare facility on Lot 1 and either a stand-alone restaurant or two small retail buildings on Lot 2. Lot 3 contains stormwater detention for the entire development and will be built at the same time as TLE.

He stated that the application includes the following requests:

- Preliminary/Final Plat of Subdivision/PUD,
- Preliminary/Final Site/PUD Plan for Phase 1
- Preliminary Site/PUD Plans for Phase 2
- Special use permits for a planned unit development, a restaurant serving liquor, and a drive-through

Planning and Development Service Director Kristy Stone stated that property located at the Southwest corner of Devon and Prospect has been zoned commercial since the early 90's. She stated that there have been several proposals that have gone through that have not received village board approval and the petitioner is under contract to have the learning experience build on LOT 1, and that they would like to get two preliminary PUD plans approved for lot 2 so that they can go through public hearing at the same time. She went on to say that one of the options is have a standalone restaurant although they do not have a tenant in mind; while the second option is to have two retail shopping centers on that lot with one drive thru approved for an end unit. She stated that this does require a public hearing and will need to be forwarded to the Planning and Zoning Commission.

Trustee Gunsteen stated that this is the same property that once had plans for a banquet facility that didn't pass. He stated he thinks this is a good use for the property and that the plans are laid out well with a hefty buffer behind the residents with a detention pond as well as carving out a lot for retail use which will generate great sales tax for the village. Trustee Suwanski stated she likes the idea of a daycare and retail space, but that she had some concerns about the drive thru. Trustee Gandsey agreed with that concern as well. Trustee Deyne stated that the site has been vacant for a while, and he would like to see something go in there. He went on to say that he has no problem moving this forward to the Planning and Zoning Commission to have a Public Hearing about it.

Mayor Wallace asked those who weren't sure about the drive thru what else they could potentially see going into that space. Trustee Suwanski stated that she doesn't see a problem with a restaurant going into that space, but that she does think they will get push back from residents about the traffic from a drive thru. Mayor Wallace stated that he thinks they tend to get a little bit picky on what they're saying yes and no to. He went on to say that if we start directing developers into what they can and can't do, we're going to get a lot more developers not wanting to build in town. Trustee Suwanski wanted to clarify that she wasn't against it, she just wanted to point out that we get some pushback on it. Trustee LaPorte stated that based on the preliminary drawings, the drive thru appears to be on the North side which is opposite of where the homes are. Trustee Gunsteen stated that the renderings of this also showed the trash enclosures and the back doors of the retail building are away from the residents. Trustee Gunsteen asked if this would come back to the board if it goes to Planning and Zoning and gets approved. Ms. Stone stated that the retailer would still have to come forward with a final PUD plan for review for Lot 2. She stated they're hoping to get all the approvals for Lot 1 and the detention right now. She stated that it would come back to the Village Board but it would not require a public hearing at that point. Trustee



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Gunsteen stated that if there were no further questions, this what be moved to Planning and Zoning to see what their findings are.

2. CP #2025-01 Pava Group

Trustee Gunsteen stated that the Blue Heron Business Park was annexed and rezoned to the Planned Development Zoning District in 2003. As part of the Planned Development, the business park was divided into four development areas, each with its own set of use restrictions – in general the properties with West Bartlett Road frontage were limited to commercial uses (Development Area 4) while the other properties also allow various light industrial uses (Development Areas 1-3).

He stated that the petitioner is requesting Concept Plan Review to amend the annexation agreement and Planned Development to redesignate the property at the northwest corner of Miles Parkway and West Bartlett Road to Development Area 1 to allow the construction of a tire distribution and trucking services facility for Pava Group.

Planning and Development Service Director Kristy Stone stated that this request is very similar to the request made last year for Allen Horticulture at the Northeast corner of West Bartlett and Miles Parkway. She stated that those lots do not have direct access to West Bartlett Road, therefore all traffic would access the site from Miles Parkway. She went on to say that due to that traffic configuration, the developer does not feel that commercial uses would be viable at that location, and they are requesting to allow the light industrial use.

Trustee Gunsteen stated that they held horticulture to a standard to put windows in and to make sure that the front façade facing West Bartlett Road had a commercial building look not a Warehouse look. He wanted to make sure that this development maintains the same look. Trustee Gunsteen stated that if there were no further questions, Ms. Stone would come back before the board at a future date with a full development application.

3. #2025-04 Star Buds Dispensary

Trustee Gunsteen stated that the petitioner is requesting a special use permit to allow an adult-use dispensary at 801 S Route 59 in the Brewster Creek Shopping Center. The petitioner is also proposing to open a bakery selling hemp infused products at 803 S Route 59, this use is permitted by right as it does not involve cannabis infused products. He stated that the location is next to the Sherwin-Williams on 59 in the Strip Mall.

Trustee Gandsey asked if they would be baking on site or whether the baked goods would be brought to that location. The petitioner was present and advised that this location would have the option to bake on site. Trustee Gandsey asked if there would be a smell that would be emitted. The petitioner stated that it would smell like any other bakery. Trustee Suwanski wanted to verify that the bakery doesn't use cannabis. The petitioner verified that was correct and that they use hemp. He went on to say that it's called Delta 9-THCA which he stated is a non-intoxicating component of hemp products. He did confirm



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that it's FDA approved. Trustee Gunsteen wanted to verify that you would have to be 21 and older to access both businesses, the petitioner confirmed that was correct. Trustee Gandsey asked if there were non-infused bakery goods, the petitioner stated there would not be but that you could get a lemonade or a coffee. He went on to say that this will be their fifth dispensary in Illinois, they have locations in Burbank, Riverside, Hoffman Estates, and Westmont. Trustee Hopkins asked if they've ever had any Police activity at any of their locations, the petitioner stated they had not.

Trustee LaPorte asked if there were any concerns with having this next to a daycare. Trustee Gunsteen asked Ms. Stone if there is a restriction or ordinance on the signage that would be allowed in the windows on Starbuds' side. Ms. Stone stated that they would need to follow our sign ordinance which is 20% window coverage but that we can't regulate content there. The petitioner stated that they follow all federal, state, and local guidelines on signage. Trustee Suwanski asked if there were any concerns with traffic at that location because it would be hard to get out on 59. Ms. Stone stated that now that there's more dispensaries within the region, there's less concentration and less traffic because they're more dispersed. She went on to say that it would be like any other retail development that would go into that shopping center.

Trustee LaPorte asked if the Police had any feedback regarding a dispensary in Bartlett. Acting Chief Naydenoff stated that they would work with them as a partner making sure that they anticipate any potential usage in the parking lot. He stated that they would also coordinate with their law enforcement partners that have dispensaries and adopt a best practices policy to work with the business. The petitioner stated that they will also have an onsite security guard during regular working hours and stated that they take security very seriously. Trustee Hopkins asked if 8am-10pm seven days a week were their intended hours, the petitioner confirmed that was correct. Trustee Hopkins asked if they were busier in the morning or evening hours. The petitioner stated that the evenings are typically busier but that they do have regular customers who come first thing in the morning. He stated that a lot of their regular customers are not there for recreational use but more to manage medical symptoms. Trustee Hopkins asked Ms. Stone when the Public Hearing would be. Ms. Stone confirmed that it would take place on May 1st and that it would be advertised in the Daily Herald as well as notices going out to everyone within 250 feet of the actual shopping center because it's all one lot. Trustee Hopkins asked how many residents would get letters. Ms. Stone confirmed that it would be approximately 60 letters. Trustee Gunsteen stated that if there were no further questions, that was all he had to present tonight.

5. ADJOURNMENT

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

ROLL CALL VOTE TO ADJOURN

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



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
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The Committee of the Whole meeting was adjourned at 7:50 p.m.

Jackie Cardoza
Executive Assistant

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/6/2025**

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/MAY 25	969.85
	<u>INVOICES TOTAL:</u>	<u>969.85</u>
		969.85

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLARKE ENVIRONMENTAL MOSQUITO	MOSQUITO MGT SERVICE	17,642.50
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	99.77
	<u>INVOICES TOTAL:</u>	<u>17,742.27</u>

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HIGH STAR TRAFFIC	BANNER ARMS	13,140.00
1 ILCMA	JOB AD POSTING FEE	50.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	28.00
	<u>INVOICES TOTAL:</u>	<u>13,218.00</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	158.94
1 REPROGRAPHICS	MAP LAMINATION	33.90
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	38.00
	<u>INVOICES TOTAL:</u>	<u>230.84</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	28.98
1 DUPAGE MAYORS & MANAGERS	DMMC ANNUAL DINNER & RECOGNITION CEREMONY	125.00
1 DUPAGE MAYORS & MANAGERS	CONFERENCE MEETING	45.00
	<u>INVOICES TOTAL:</u>	<u>198.98</u>

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAGG PRESS INC	APRIL/MAY 25 BARTLETTER	4,076.00
** 1 WINTERGREEN CORPORATION	DEPOSIT FOR ARTIFICIAL TREE	4,109.53
	<u>INVOICES TOTAL:</u>	<u>8,185.53</u>

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	32.84

** Indicates pre-issue check.

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INVOICES TOTAL: 32.84

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	22.50
1 VANTAGE CUSTOM CLASSICS INC	STAFF APPAREL	53.40
<u>INVOICES TOTAL:</u>		<u>75.90</u>

39,684.36

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANCEL GLINK P.C.	PROFESSIONAL SERVICES	19,277.75
1 LAW OFFICES OF FRANCIS BONGIOVANNI	PROFESSIONAL SERVICES	601.25
1 CLARK BAIRD SMITH LLP	PROFESSIONAL SERVICES	2,806.25
** 1 VILLAGE OF ITASCA	CPKC COALITION	3,383.06
<u>INVOICES TOTAL:</u>		<u>26,068.31</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHASTAIN & ASSOCIATES LLC	OAK AVE RESURFACING PROJECT	2,195.20
1 CHASTAIN & ASSOCIATES LLC	NORTH AVE RESURFACING PROJECT	3,157.65
1 CHASTAIN & ASSOCIATES LLC	OAK AVE RESURFACING PROJECT	1,214.92
1 HAMPTON LENZINI AND RENWICK INC	1277KEIM TRAIL ENGINEERING REVIEW	142.50
1 HAMPTON LENZINI AND RENWICK INC	1380 W ARMY TRL RD STRMWATER/ENGINEERING REVIE	1,882.50
1 HAMPTON LENZINI AND RENWICK INC	901 W STRUCKMAN STRMWATER/ENGINEERING REVIEW	1,332.50
1 HAMPTON LENZINI AND RENWICK INC	1600 W LAKE STREET STRMWATER/ENGINEERING REVIE	1,755.00
1 HAMPTON LENZINI AND RENWICK INC	TLE DEVELOPMENT REVIEW	1,760.00
<u>INVOICES TOTAL:</u>		<u>13,440.27</u>

523600-SOCIAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHEAST DUPAGE FAMILY	SOCIAL WORKER PROGRAM	5,652.32
<u>INVOICES TOTAL:</u>		<u>5,652.32</u>

45,160.90

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GENESISONE	COPIER MAINTENANCE SERVICE	43.98
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	28.00
<u>INVOICES TOTAL:</u>		<u>71.98</u>

** Indicates pre-issue check.

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529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PROSHRED CHICAGO	PAPER SHREDDING SERVICES	115.50
	INVOICES TOTAL:	115.50

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	A/P CHECK FORMS	239.52
	INVOICES TOTAL:	239.52

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS STATE POLICE	ORI #IL016050L COST CTRD 5933	250.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	29.26
	INVOICES TOTAL:	279.26

706.26

1500-PLANNING & DEV SERVICES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	60.86
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	48.44
	INVOICES TOTAL:	109.30

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	50.98
1 MYD BARTLETT SG, LLC	MARCH 2025 CAR WASHES	24.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	25.00
	INVOICES TOTAL:	99.98

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE CHAIR	92.98
1 REPROGRAPHICS	MAP LAMINATION	23.70
	INVOICES TOTAL:	116.68

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERNATIONAL CODE COUNCIL INC	ICC BOOKS	146.00
1 INTERNATIONAL CODE COUNCIL INC	PUBLICATIONS	145.00
	INVOICES TOTAL:	291.00

532000-AUTOMOTIVE SUPPLIES

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

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**	1 WEX BANK	FUEL PURCHASES - MARCH 2025	562.91
		INVOICES TOTAL:	<u>562.91</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	82.88
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	59.03
	INVOICES TOTAL:	<u>141.91</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	85.00
	INVOICES TOTAL:	<u>85.00</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KORY SMITH	ICC MEMBERSHIP DUES REIMBURSEMENT	70.00
	INVOICES TOTAL:	<u>70.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	114.48
	INVOICES TOTAL:	<u>114.48</u>

1,591.26

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AT&T	SUBPOENA FEES	95.00
1 COMCAST	CABLE SERVICE	225.54
1 GENESISONE	COPIER MAINTENANCE SERVICE	303.52
1 KODEX INC	SUBPOENA FEES	45.00
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	301.26
1 T-MOBILE	SUBPOENA FEES	100.00
	INVOICES TOTAL:	<u>1,070.32</u>

525400-COMMUNICATIONS - DUCOMM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DU-COMM	QUARTERLY DUES	206,841.25
1 DU-COMM	FACILITY LEASE/OPERATING COSTS	8,018.48
	INVOICES TOTAL:	<u>214,859.73</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	771.07

** Indicates pre-issue check.

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1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	680.95
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	364.10
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	715.95
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	715.95
1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	422.45
1 FTD AUTO LLC	VEHICLE MAINTENANCE	1,639.41
1 FTD AUTO LLC	VEHICLE MAINTENANCE	143.15
1 FTD AUTO LLC	VEHICLE MAINTENANCE	225.20
1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	110.15
1 FTD AUTO LLC	VEHICLE MAINTENANCE	467.47
1 FTD AUTO LLC	VEHICLE MAINTENANCE	1,221.65
1 FTD AUTO LLC	VEHICLE MAINTENANCE	707.45
1 FTD AUTO LLC	VEHICLE MAINTENANCE	110.15
1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00
1 GREAT LAKES CUSTOMS	VEHICLE MAINTENANCE	829.10
1 MYD BARTLETT SG, LLC	MARCH 2025 CAR WASHES	144.00
1 SAFELITE FULFILLMENT INC	VEHICLE MAINTENANCE	424.97
INVOICES TOTAL:		10,033.17

526050-VEHICLE SET UP

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT INSTALLATION	64.95
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT INSTALLATION	95.99
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT REMOVAL	550.00
INVOICES TOTAL:		710.94

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	36.99
1 THE FINER LINE INC	ENGRAVING	35.73
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	662.04
1 PORTER LEE CORPORATION	BARCODE LABELS/CARTRIDGE RIBBON	200.43
1 RAY O'HERRON CO INC	UNIFORM APPAREL	264.77
1 RAY O'HERRON CO INC	UNIFORM APPAREL	86.35
1 STREICHER'S INC	UNIFORM ITEMS AND AWARD MEDALS	1,487.00
1 WAREHOUSE DIRECT	TONER	129.85
INVOICES TOTAL:		2,903.16

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE EAGLE UNIFORM CO	POLO SHIRT EMBROIDERY	56.00
1 STREICHER'S INC	BODY ARMOR	800.00
1 STREICHER'S INC	UNIFORM ITEMS	127.50
1 STREICHER'S INC	CREDIT MEMO	-760.00
1 STREICHER'S INC	UNIFORM APPAREL	137.97

** Indicates pre-issue check.

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1 STREICHER'S INC	CREDIT MEMO	-634.99
1 STREICHER'S INC	CREDIT MEMO	-14.99
1 STREICHER'S INC	CREDIT MEMO	-175.00
		INVOICES TOTAL: -463.51

530115-SUBSCRIPTIONS/PUBLICATIONS

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

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - MARCH 2025	11,842.57
		INVOICES TOTAL: 11,842.57

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PAPER DIRECT INC	CERTIFICATE HOLDERS	154.96
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	286.52
1 WAREHOUSE DIRECT	MAINTENANCE SUPPLIES	19.37
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	90.75
		INVOICES TOTAL: 551.60

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STALKER RADAR APPLIED CONCEPTS INC	RADAR REPAIR FEES	272.50
1 THE UPS STORE	SHIPPING CHARGES	16.10
		INVOICES TOTAL: 288.60

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AKEEL ABDELHADI	TRAINING EXPENSES	72.00
1 PATRICK CAREY	TRAINING EXPENSES	72.00
1 MIREYA FLORES	TRAINING EXPENSES	82.80
1 ANGELIQUE HERRERA	TRAINING EXPENSES	27.60
1 RYAN SIECKMAN	TRAINING EXPENSES	72.00
		INVOICES TOTAL: 326.40

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOTAL FIRE & SAFETY	ANNUAL INSPECTION/MATERIALS	1,317.04
		INVOICES TOTAL: 1,317.04

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 4IMPRINT	BALLOONS FOR OPEN HOUSE	243.09
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	6.00

** Indicates pre-issue check.

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1	HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	71.76
**	1 ROSE PARTY RENTALS & SERVICE INC	HELIUM TANK RENTAL/OPEN HOUSE	419.75
**	1 PATTI ANN UMMEL	FACE PAINTING/OPEN HOUSE	795.00
			INVOICES TOTAL: 1,535.60

544001-PRISONER DETENTION

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	ALBERTSONS - SAFEWAY	FOOD PURCHASE	24.95
1	BARTLETT SOAP N SUDS	DETENTION BLANKET CLEANING	37.50
			INVOICES TOTAL: 62.45

545200-POLICE/FIRE COMMISSION

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 PHYSICIANS IMMEDIATE CARE	PERSONNEL TESTING	1,615.00
			INVOICES TOTAL: 1,615.00

546900-CONTINGENCIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	ALBERTSONS - SAFEWAY	FOOD PURCHASE	100.00
			INVOICES TOTAL: 100.00

247,019.98

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	12.00
1	HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	50.00
1	VERIZON WIRELESS	WIRELESS SERVICES	21.00
			INVOICES TOTAL: 83.00

524120-UTILITIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	COMMONWEALTH EDISON CO	ELECTRIC BILL	30.15
1	COMMONWEALTH EDISON CO	ELECTRIC BILL	205.75
1	COMMONWEALTH EDISON CO	ELECTRIC BILL	407.97
1	COMMONWEALTH EDISON CO	ELECTRIC BILL	9,207.33
1	COMMONWEALTH EDISON CO	ELECTRIC BILL	2,105.09
1	NICOR GAS	GAS BILL	268.80
1	NICOR GAS	GAS BILL	546.10
1	NICOR GAS	GAS BILL	710.10
			INVOICES TOTAL: 13,481.29

526000-SERVICE TO MAINTAIN VEHICLES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1	PRECISE MRM LLC	VEHICLE MAINTENANCE	621.00

** Indicates pre-issue check.

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INVOICES TOTAL: 621.00

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	2025 BRIDGE INSPECTIONS	3,372.50
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
		<u>INVOICES TOTAL: 3,402.50</u>

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY TREASURER	TRAFFIC SIGNAL MAINTENANCE	452.50
		<u>INVOICES TOTAL: 452.50</u>

527112-SERVICE TO MAINTAIN STR LIGHTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED PAINTING CONTRACTORS LLC	PAINTING OF LIGHT POLES	18,231.50
1 LOMBARDI ELECTRIC INC	STREET LIGHT ELECTRICAL REPAIRS	9,733.00
1 MATRIX UTILITY CONSTRUCTION LTD	ELECTRICAL CONDUIT INSTALLATION	2,800.00
		<u>INVOICES TOTAL: 30,764.50</u>

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE - APR 2025	2,645.00
1 TRUGREEN	FERTILIZER APPLICATION	976.32
		<u>INVOICES TOTAL: 3,621.32</u>

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	DELIVERY WAITING FEE	261.00
1 RUSLAN JUNUSSOV	PUBLIC SIDEWALK REPLACEMENT	952.00
1 MIKE MCADAMS	PUBLIC SIDEWALK REPLACEMENT	468.00
1 WELCH BROS INC	GRAVEL PURCHASE	504.00
		<u>INVOICES TOTAL: 2,185.00</u>

527140-TREE TRIMMING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BURKE LLC	METRA & TOWN CENTER IMPROVEMENT PROJECT	150,408.35
		<u>INVOICES TOTAL: 150,408.35</u>

527160-STREET SWEEPING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LRS LLC	STREET SWEEPING SERVICES	10,403.00
		<u>INVOICES TOTAL: 10,403.00</u>

530100-MATERIALS & SUPPLIES

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

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1 AED PROFESSIONALS	REPLACEMENT BATTERY KIT FOR LIFEPAK CR2	271.90
1 AIRGAS USA LLC	CYLINDER RENTAL	326.93
1 GRAINGER	MAINTENANCE SUPPLIES	288.40
1 GRIMCO INC	MATERIALS & SUPPLIES	289.42
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	541.43
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING FLAGS/PAINT	850.80
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING PAINT	356.40
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	288.10
1 DENNIS MANSK	REIMBURSEMENT FOR DAMAGED MAILBOX	197.99
1 REPROGRAPHICS	MAP LAMINATION	33.90
1 RUSSO'S POWER EQUIPMENT INC	MATERIALS & SUPPLIES	313.99
1 TERMINAL SUPPLY CO	MAINTENANCE SUPPLIES	12.21
1 TERMINAL SUPPLY CO	MAINTENANCE SUPPLIES	2.45
1 WEST SIDE ELECTRIC SUPPLY INC	MAINTENANCE SUPPLIES	697.45
INVOICES TOTAL:		4,471.37

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VANTAGE CUSTOM CLASSICS INC	STAFF APPAREL	354.60
INVOICES TOTAL:		354.60

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARLINGTON POWER EQUIPMENT INC	MAINTENANCE SUPPLIES	1,560.37
INVOICES TOTAL:		1,560.37

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - MARCH 2025	4,667.53
INVOICES TOTAL:		4,667.53

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	MAINTENANCE SUPPLIES	2.27
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	102.13
INVOICES TOTAL:		104.40

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AL WARREN OIL COMPANY INC	DIESEL FUEL	750.40
1 AUTOZONE INC	MAINTENANCE SUPPLIES	503.85
1 BRISTOL HOSE & FITTING INC	MAINTENANCE SUPPLIES	475.56
1 BRISTOL HOSE & FITTING INC	MAINTENANCE SUPPLIES	559.64
1 CAROL STREAM LAWN & POWER	MAINTENANCE MATERIALS	3.49
1 CAROL STREAM LAWN & POWER	MAINTENANCE MATERIALS	288.44
1 CAROL STREAM LAWN & POWER	MAINTENANCE MATERIALS	78.29
1 COLLIFLOWER INC - BALTIMORE	MAINTENANCE SUPPLIES	194.58

** Indicates pre-issue check.

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1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	18.64
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	81.93
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	365.82
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	25.24
1 RUSSO'S POWER EQUIPMENT INC	CREDIT MEMO	-168.66
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	554.88
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	109.35
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	158.54
1 WEST SIDE TRACTOR SALES	MAINTENANCE MATERIALS	109.45
1 WEST SIDE TRACTOR SALES	MAINTENANCE MATERIALS	81.74
INVOICES TOTAL:		4,191.18

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRIMCO INC	MATERIALS & SUPPLIES	610.04
1 HIGH STAR TRAFFIC	STREET MAINTENANCE MATERIALS	641.50
INVOICES TOTAL:		1,251.54

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE TOPSOIL INC	GRAVEL PURCHASE	1,185.00
1 MIDWEST COMPOST - ELGIN	GARDEN MIX COMPOST AND TOPSOIL	142.00
1 MIDWEST COMPOST - ELGIN	GARDEN MIX COMPOST AND TOPSOIL	188.00
1 MIDWEST COMPOST - ELGIN	GARDEN MIX COMPOST AND TOPSOIL	188.00
1 RAYNOR DOOR AUTHORITY	OVERHEAD GARAGE DOOR	8,799.00
1 TREE TOP PRODUCTS	BENCHES FOR TOWN CENTER	4,837.18
INVOICES TOTAL:		15,339.18

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEST SIDE ELECTRIC SUPPLY INC	MAINTENANCE SUPPLIES	1,071.00
INVOICES TOTAL:		1,071.00

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 AMERICAN PUBLIC WORKS ASSOC	REG FEES FOR APWA IL ROADS SCHOLAR CONFERENCE	799.00
INVOICES TOTAL:		799.00

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	M&M FEMA NATIVE BASINS	1,955.00
1 HAMPTON LENZINI AND RENWICK INC	COUNTRY CREEK STABILIZATION	20,432.25
1 MCCLLOUD AQUATICS	ALGAE CONTROL SERVICES	3,773.63
1 WELCH BROS INC	MATERIALS & SUPPLIES	450.00
INVOICES TOTAL:		26,610.88

** Indicates pre-issue check.

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546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CDW GOVERNMENT INC	SMART BOARD MX V5	518.31
	INVOICES TOTAL:	518.31

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEILER INSTRUMENT & MFG CO INC	GIS UNIT	5,407.04
	INVOICES TOTAL:	5,407.04

281,768.86

430000-DEVELOPER DEPOSITS FUND

245000-DONATIONS DUE TO LIBRARY

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT PUBLIC LIBRARY	DEVELOPER DEPOSIT DONATIONS	21,297.93
	INVOICES TOTAL:	21,297.93

245001-DONATIONS DUE TO FIRE DISTRICT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT FIRE PROTECTION DISTRICT	DEVELOPER DEPOSIT DONATIONS	29,481.03
	INVOICES TOTAL:	29,481.03

245002-DONATIONS DUE TO PARK DISTRICT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT PARK DISTRICT	DEVELOPER DEPOSIT DONATIONS	4,425.00
	INVOICES TOTAL:	4,425.00

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WITTENSTEIN HOLDING CORP	BOND REFUND-1249 HUMBRACHT CIR	21,300.00
	INVOICES TOTAL:	21,300.00

76,503.96

5000-WATER OPERATING EXPENSES

520025-DWC WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - FEBRUARY 25	500,436.72
	INVOICES TOTAL:	500,436.72

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE - APR 2025	1,562.00
1 GORDON FLESCHE COMPANY INC	COPIER MAINTENANCE SERVICE	12.00

** Indicates pre-issue check.

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1 HAMPTON LENZINI AND RENWICK INC	BARTLETT PW NATIVE AREA MAINTENANCE	850.00
1 WUNDERLICH-MALEC SERVICES INC	SCADA COMPUTER MAINTENANCE	13,611.60
	<u>INVOICES TOTAL:</u>	<u>16,035.60</u>

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	382.08
	<u>INVOICES TOTAL:</u>	<u>382.08</u>

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	APRIL 2025 BILLING	783.65
	<u>INVOICES TOTAL:</u>	<u>783.65</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	ON CALL WATER MODELING SERVICES	1,050.00
1 DIXON ENGINEERING INC	STEARNS RD RESERVOIR PROJECT	3,500.00
	<u>INVOICES TOTAL:</u>	<u>4,550.00</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	144.13
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,498.91
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	403.37
1 NEXAMP INC	ELECTRIC BILL	547.11
1 NICOR GAS	GAS BILL	226.52
1 NICOR GAS	GAS BILL	398.43
1 NICOR GAS	GAS BILL	248.78
	<u>INVOICES TOTAL:</u>	<u>3,467.25</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMERCIAL TIRE SERVICE	VEHICLE MAINTENANCE	441.18
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	161.00
	<u>INVOICES TOTAL:</u>	<u>602.18</u>

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,998.05
1 VULCAN CONSTRUCTION MATERIALS LLC	GRAVEL PURCHASE	1,334.57
	<u>INVOICES TOTAL:</u>	<u>4,332.62</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AED PROFESSIONALS	REPLACEMENT BATTERY KIT FOR LIFEPAK CR2	271.90
1 AIRGAS USA LLC	CYLINDER RENTAL	326.93

** Indicates pre-issue check.

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1 CORE & MAIN LP	MATERIALS & SUPPLIES	825.15
1 CORE & MAIN LP	MATERIALS & SUPPLIES	1,547.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	102.44
1 REPROGRAPHICS	MAP LAMINATION	16.95
1 THE SHERWIN-WILLIAMS CO	PAINT	391.23
1 THE SHERWIN-WILLIAMS CO	CREDIT FOR SALES TAX	-28.98
1 ZIEBELL WATER SERVICE	MATERIALS & SUPPLIES	1,421.66
1 ZIEBELL WATER SERVICE	MATERIALS & SUPPLIES	823.00
1 ZIEBELL WATER SERVICE	MATERIALS & SUPPLIES	885.92
INVOICES TOTAL:		6,583.20

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VANTAGE CUSTOM CLASSICS INC	STAFF APPAREL	371.40
INVOICES TOTAL:		371.40

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	828.80
INVOICES TOTAL:		828.80

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	MAINTENANCE SUPPLIES	494.80
INVOICES TOTAL:		494.80

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - MARCH 2025	1,008.73
INVOICES TOTAL:		1,008.73

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	MAINTENANCE SUPPLIES	2.27
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	102.14
INVOICES TOTAL:		104.41

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	25.24
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	554.88
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	109.35
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	158.55
INVOICES TOTAL:		848.02

534810-METER MAINTENANCE MATERIALS

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

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1 WATER RESOURCES INC	WATER METERS & SUPPLIES	3,357.96
1 WATER RESOURCES INC	WATER METER	640.00
1 WATER RESOURCES INC	WATER METERS & SUPPLIES	4,070.35
		INVOICES TOTAL: 8,068.31

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 AMERICAN PUBLIC WORKS ASSOC	REG FEES FOR APWA IL ROADS SCHOLAR CONFERENCE	799.00
		INVOICES TOTAL: 799.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CDW GOVERNMENT INC	SMART BOARD MX V5	518.30
		INVOICES TOTAL: 518.30

547072-DWC CAPITAL BUY IN PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - FEBRUARY 25	36,196.20
		INVOICES TOTAL: 36,196.20

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEILER INSTRUMENT & MFG CO INC	GIS UNIT	5,407.03
		INVOICES TOTAL: 5,407.03

591,818.30

5090-WATER CAPITAL PROJECTS EXP

581038-VILLAGE SYSTEM IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	STEARNS RD PUMP STATION MODIFICATIONS	2,500.00
		INVOICES TOTAL: 2,500.00

2,500.00

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE - APR 2025	625.00
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	12.00
		INVOICES TOTAL: 637.00

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SEBIS DIRECT INC	APRIL 2025 BILLING	783.64

** Indicates pre-issue check.

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INVOICES TOTAL: 783.64

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	108.72
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	278.38
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	216.31
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	144.50
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	739.87
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	53.19
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	43.71
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	49.38
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	150.34
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	343.78
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	486.81
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	135.36
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	133.98
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	79.26
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	103.88
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	129.51
1 NEXAMP INC	ELECTRIC BILL	1,069.96
1 NICOR GAS	GAS BILL	55.92
1 NICOR GAS	GAS BILL	60.46
1 NICOR GAS	GAS BILL	75.63
1 NICOR GAS	GAS BILL	151.05
1 NICOR GAS	GAS BILL	57.08
1 NICOR GAS	GAS BILL	2,296.80
1 NICOR GAS	GAS BILL	151.87
1 NICOR GAS	GAS BILL	54.46
1 NICOR GAS	GAS BILL	55.18
1 NICOR GAS	GAS BILL	153.08
1 NICOR GAS	GAS BILL	485.66
<u>INVOICES TOTAL:</u>		<u>7,864.13</u>

524210-SLUDGE REMOVAL

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

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	138.00
<u>INVOICES TOTAL:</u>		<u>138.00</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AED PROFESSIONALS	REPLACEMENT BATTERY KIT FOR LIFEPAK CR2	271.90
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	43.34
1 CALCO LTD	DEMINERALIZER	143.00

** Indicates pre-issue check.

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1 HINCKLEY SPRING WATER CO	DISTILLED WATER	42.57
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	25.19
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	710.71
1 PETROCHOICE LLC	MATERIALS & SUPPLIES	74.60
1 REPROGRAPHICS	MAP LAMINATION	39.75
INVOICES TOTAL:		1,351.06

530110-UNIFORMS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 VANTAGE CUSTOM CLASSICS INC	STAFF APPAREL	377.18
INVOICES TOTAL:		377.18

530120-CHEMICAL SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 PRO CHEM INC	GLOVES & CHEMICAL SUPPLIES	933.59
1 SOLENIS LLC	CHEMICAL SUPPLIES	17,381.10
INVOICES TOTAL:		18,314.69

530160-SAFETY EQUIPMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 PRO CHEM INC	GLOVES & CHEMICAL SUPPLIES	369.00
INVOICES TOTAL:		369.00

532000-AUTOMOTIVE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 WEX BANK	FUEL PURCHASES - MARCH 2025	1,244.74
INVOICES TOTAL:		1,244.74

532200-OFFICE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMAZON CAPITAL SERVICES INC	INK CARTRIDGES	96.88
1 CASE LOTS INC	MAINTENANCE SUPPLIES	527.70
1 WAREHOUSE DIRECT	MAINTENANCE SUPPLIES	2.28
INVOICES TOTAL:		626.86

534300-EQUIPMENT MAINTENANCE MATLS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AUTOZONE INC	MAINTENANCE SUPPLIES	20.69
1 ENDUSTRA FILTER MANUFACTURERS	FILTERS	185.00
1 HILLS CRANE INSPECTION	OVERHEAD CRANE INSPECTIONS	1,159.00
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	115.68
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	25.25
1 LIONHEART CRITICAL POWER	EQUIPMENT REPAIRS	826.85
1 PAXXO (USA) INC	MAINTENANCE SUPPLIES	1,099.10
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	554.88
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	109.35

** Indicates pre-issue check.

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1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	158.55
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	2,081.19
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	51.50
1 USA BLUE BOOK	MAINTENANCE MATERIALS	392.96
1 USA BLUE BOOK	MAINTENANCE MATERIALS	292.94
1 WEST SIDE ELECTRIC SUPPLY INC	MAINTENANCE SUPPLIES	48.39
	INVOICES TOTAL:	7,121.33

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST TRADING HORTICULTURAL	SEED PURCHASE	161.50
	INVOICES TOTAL:	161.50

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE RIVER SALT CREEK WORKGROUP	ANNUAL MEMBERSHIP DUES	12,205.00
	INVOICES TOTAL:	12,205.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CDW GOVERNMENT INC	SMART BOARD MX V5	518.31
	INVOICES TOTAL:	518.31

547075-2019 SEWER BOND INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UNITED STATES TREASURY	FORM 8038-T COMP PERIOD ENDING 04/01/25 (100% YRP)	25,708.50
	INVOICES TOTAL:	25,708.50

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEILER INSTRUMENT & MFG CO INC	GIS UNIT	5,407.02
	INVOICES TOTAL:	5,407.02

94,209.96

510000-SEWER FUND

200504-FRWRD PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE CTY SEWER TREATMENT 04/25	2,883.70
	INVOICES TOTAL:	2,883.70

2,883.70

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	3,608.25
	INVOICES TOTAL:	3,608.25

582028-DEVON EXCESS FLOW PLANT REHB

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW SEWER & FOREMAIN	730.11
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY LIFT STATION	5,978.50
	INVOICES TOTAL:	6,708.61

10,316.86

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

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

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	137.19
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	343.30
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	86.49
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	26.06
1 NEXAMP INC	ELECTRIC BILL	251.88
1 NICOR GAS	GAS BILL	109.62
1 NICOR GAS	GAS BILL	202.23
	INVOICES TOTAL:	1,156.77

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE - APR 2025	1,475.00
	INVOICES TOTAL:	1,475.00

2,981.77

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ERNEST WINDOWS INC	WINDOW CLEANING SERVICES	320.00
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	49.28
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	274.13
1 NITECH FIRE & SECURITY INDUSTRIES INC	BURGLAR ALARM MONITORING	113.85
1 ROSCOE CO	MATS	364.23
1 TERMINIX ANDERSON	PEST CONTROL SERVICES	129.25
	INVOICES TOTAL:	1,250.74

** Indicates pre-issue check.

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524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COLLEY ELEVATOR COMPANY	REPAIRS	140.25
INVOICES TOTAL:		140.25

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	450.06
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	18.63
1 NEXAMP INC	ELECTRIC BILL	12.47
INVOICES TOTAL:		481.16

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CAR LEASE AGREEMENT	700.00
INVOICES TOTAL:		700.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GOLF CORE	SCORECARDS	244.69
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	401.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	315.45
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	105.15
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	150.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	243.93
INVOICES TOTAL:		1,460.22

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	815.54
INVOICES TOTAL:		815.54

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	32.68
INVOICES TOTAL:		32.68

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	237.31
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	473.44
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	624.65
1 O'REILLY AUTOMOTIVE INC	CREDIT MEMO	-110.00
1 STANDARD INDUSTRIAL & AUTOMOTIVE	PRESSURE WASHER REPAIRS	660.50
INVOICES TOTAL:		1,885.90

** Indicates pre-issue check.

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546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	120.00
INVOICES TOTAL:		120.00

6,886.49

5510-GOLF MAINTENANCE EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MCCLOUD AQUATICS	POND MAINTENANCE AGREEMENT	1,475.00
1 REINDERS INC	MAINTENANCE SUPPLIES	154.24
INVOICES TOTAL:		1,629.24

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	731.64
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	13.98
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	725.55
1 REINDERS INC	MAINTENANCE SUPPLIES	39.81
INVOICES TOTAL:		1,510.98

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	560.14
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	815.53
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	76.25
INVOICES TOTAL:		1,451.92

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	152.32
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	152.86
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	24.12
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	120.29
1 REINDERS INC	MAINTENANCE SUPPLIES	461.84
1 REINDERS INC	MAINTENANCE SUPPLIES	337.68
1 REVELS TURF & TRACTOR LLC	MAINTENANCE SUPPLIES	41.53
1 REVELS TURF & TRACTOR LLC	MAINTENANCE SUPPLIES	75.35
1 VALLEY HYDRAULIC SERVICE INC	MAINTENANCE SUPPLIES	242.06
INVOICES TOTAL:		1,608.05

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	59.99
1 REINDERS INC	MAINTENANCE SUPPLIES	242.50

** Indicates pre-issue check.

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1 REINDERS INC	MAINTENANCE SUPPLIES	42.27
1 REINDERS INC	MAINTENANCE SUPPLIES	142.00
1 REINDERS INC	MAINTENANCE SUPPLIES	302.40
1 SIMPLOT TURF & HORTICULTURE	MATERIALS & SUPPLIES	2,280.00
INVOICES TOTAL:		3,069.16

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABSOLUTE SERVICE INC	IRRIGATION PUMP STATION MAINTENANCE	850.00
INVOICES TOTAL:		850.00

572000-BUILDING & GROUNDS IMPROVMNTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 RG ASPHALT AND CONCRETE	ASPHALT RESURFACING AT BARTLETT HILLS	9,125.00
INVOICES TOTAL:		9,125.00

19,244.35

5520-GOLF DRIVING RANGE EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REINDERS INC	MAINTENANCE SUPPLIES	294.30
INVOICES TOTAL:		294.30

294.30

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	87.50
1 COMPLETE BAR SYSTEMS LLC	CLEAN BEER LINES	64.00
INVOICES TOTAL:		151.50

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELGIN BEVERAGE CO	MODELO GLASSWARE	51.84
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	50.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	100.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	145.00
1 GRECO AND SONS INC	FOOD PURCHASE	90.00
1 GRECO AND SONS INC	FOOD PURCHASE	171.36
INVOICES TOTAL:		608.20

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	112.14

** Indicates pre-issue check.

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1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	32.68
		INVOICES TOTAL: 144.82

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	154.36
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	819.58
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	275.00
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	235.00
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	450.00
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	313.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	950.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	225.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	700.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	250.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	828.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	245.22
1 GRECO AND SONS INC	FOOD PURCHASE	100.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	100.00
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	550.00
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	113.95
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	222.69
1 TEC COFFEE & FOODS	COFFEE PURCHASE	131.50
		INVOICES TOTAL: 6,663.30

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ARACHAS GROUP INSURANCE	LIQUOR LIABILITY POLICY RENEWAL	1,575.00
		INVOICES TOTAL: 1,575.00

9,142.82

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	87.50
1 A MAESTRANZI SONS	KNIFE SHARPENING	22.00
1 ALSCO	LINEN SERVICES	362.30
1 ALSCO	LINEN SERVICES	268.46
1 ALSCO	LINEN SERVICES	123.44
1 ALSCO	LINEN SERVICES	597.97
		INVOICES TOTAL: 1,461.67

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE KNOT WORLDWIDE INC	ADVERTISING	3,041.83

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/6/2025**

INVOICES TOTAL: 3,041.83

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	47.41
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	119.99
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	50.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	122.00
1 GORDON FOOD SERVICE INC	CREDIT MEMO	-100.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	341.97
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	200.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	145.00
1 GRECO AND SONS INC	FOOD PURCHASE	171.36
1 MLA WHOLESALE INC	FLOWERS	207.19
<u>INVOICES TOTAL:</u>		<u>1,304.92</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	47.41
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	32.68
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	79.79
<u>INVOICES TOTAL:</u>		<u>159.88</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	649.92
1 THE BAKING INSTITUTE BAKERY CO	CAKE	212.99
1 THE BAKING INSTITUTE BAKERY CO	CAKE	55.00
1 THE BAKING INSTITUTE BAKERY CO	CAKE	342.99
1 THE BAKING INSTITUTE BAKERY CO	CAKE	342.99
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	875.00
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	850.00
1 CHICAGO BEVERAGE SYSTEMS/	BEER PURCHASE	68.40
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	304.90
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	876.09
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	622.48
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	74.76
1 EUCLID BEVERAGE LLC	BEER PURCHASE	517.19
1 EUCLID BEVERAGE LLC	BEER PURCHASE	128.82
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	681.89
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	626.09
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	2,241.26
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	189.20
1 GORDON FOOD SERVICE INC	CREDIT MEMO	-60.59
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	5,985.05
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	3,463.66
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	321.11
1 GORDON FOOD SERVICE INC	CREDIT MEMO	-21.58

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/6/2025**

1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	100.00
1 GRECO AND SONS INC	FOOD PURCHASE	26.25
1 GRECO AND SONS INC	FOOD PURCHASE	792.99
1 GRECO AND SONS INC	FOOD PURCHASE	259.32
1 GRECO AND SONS INC	FOOD PURCHASE	840.00
1 IL GIARDINO DEL DOLCE INC	CAKE	204.50
1 IL GIARDINO DEL DOLCE INC	PASTRIES	300.00
1 IL GIARDINO DEL DOLCE INC	CAKE, PASTERIES AND COOKIES	183.50
1 LAKESHORE BEVERAGE	BEER PURCHASE	93.99
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	357.73
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	113.95
1 TEC COFFEE & FOODS	COFFEE PURCHASE	65.75
<u>INVOICES TOTAL:</u>		<u>22,685.60</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAMONA PRYOR	BASSET CERTIFICATION	13.99
<u>INVOICES TOTAL:</u>		<u>13.99</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ARACHAS GROUP INSURANCE	LIQUOR LIABILITY POLICY RENEWAL	1,575.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	77.21
<u>INVOICES TOTAL:</u>		<u>1,652.21</u>

30,320.10

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	100.00
<u>INVOICES TOTAL:</u>		<u>100.00</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	528.00
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	1,847.00
1 CHICAGO BEVERAGE SYSTEMS/	BEER PURCHASE	435.43
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	257.00
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	300.00
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	197.50
1 EUCLID BEVERAGE LLC	BEER PURCHASE	410.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	913.65
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	50.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	100.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	665.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	312.57

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/6/2025**

1 LAKESHORE BEVERAGE	BEER PURCHASE	677.44
1 LAKESHORE BEVERAGE	BEER PURCHASE	174.06
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	388.18
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	150.00
1 TEC COFFEE & FOODS	COFFEE PURCHASE	131.50
INVOICES TOTAL:		7,537.33

7,637.33

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	203.18
1 JOHNSON CONTROLS SECURITY SOLUTIONS	SEMI-ANNUAL BILLING	310.10
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	274.13
INVOICES TOTAL:		787.41

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	11.99
1 FOXIT SOFTWARE INCORPORATED	FOXIT PDF EDITOR RENEWAL	1,389.06
1 NETWRIX CORPORATION	NETWRIX RENEWAL	1,013.03
1 VC3 INC	MONTHLY SERVICE AGREEMENT	2,499.00
INVOICES TOTAL:		4,913.08

523001-PERSONNEL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIGMENT GROUP INC	PERSONNEL TESTING	304.00
** 1 PHYSICIANS IMMEDIATE CARE	PERSONNEL TESTING	445.00
INVOICES TOTAL:		749.00

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATTHEW BURRIS	PLUMBING REPAIRS	140.00
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	3,870.00
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	2,259.00
1 TERMINIX ANDERSON	PEST CONTROL SERVICES	263.56
1 TRUGREEN	FERTILIZER APPLICATION	167.92
INVOICES TOTAL:		6,700.48

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,557.66
1 COMCAST	INTERNET SERVICE	187.90
1 COMCAST	INTERNET SERVICE	96.90
1 T-MOBILE	TELEPHONE BILL	584.57

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/6/2025**

INVOICES TOTAL: 5,427.03

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	99.66
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	36.42
1 NEXAMP INC	ELECTRIC BILL	79.88
1 NICOR GAS	GAS BILL	1,446.02
<u>INVOICES TOTAL:</u>		<u>1,661.98</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	10.16
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	67.34
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	458.09
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	30.04
1 WAREHOUSE DIRECT	MAINTENANCE SUPPLIES	554.59
<u>INVOICES TOTAL:</u>		<u>1,120.22</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GLOBAL KNOWLEDGE	MICROSOFT 365 ADMINISTRATOR TRAINING	2,396.00
1 JOHN PEEBLES	GMIS CONFERENCE EXPENSES	183.40
<u>INVOICES TOTAL:</u>		<u>2,579.40</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS GIS ASSOCIATION	MEMBERSHIP DUES	100.00
<u>INVOICES TOTAL:</u>		<u>100.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	18.99
<u>INVOICES TOTAL:</u>		<u>18.99</u>

24,057.59

6100-VEHICLE REPLACEMENT EXPENSES

570170-POLICE VEH REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CURRIE MOTORS	2025 FORD F-150 POLICE RESPONDER	47,470.00
<u>INVOICES TOTAL:</u>		<u>47,470.00</u>

47,470.00

7000-POLICE PENSION EXPENDITURES

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/6/2025**

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DAN PALMER	IPPFA ONLINE COURSE	295.00
INVOICES TOTAL:		295.00

295.00

900000-POOLED CASH & INVESTMENT FUND

100028-POSTAGE MACHINE

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

5,000.00

GRAND TOTAL: 1,548,464.00

GENERAL FUND	616,901.47
DEVELOPER DEPOSITS FUND	76,503.96
WATER FUND	594,318.30
SEWER FUND	107,410.52
PARKING FUND	2,981.77
GOLF FUND	73,525.39
CENTRAL SERVICES FUND	24,057.59
VEHICLE REPLACEMENT FUND	47,470.00
POLICE PENSION FUND	295.00
POOLED CASH & INVESTMENT FUND	5,000.00
GRAND TOTAL	1,548,464.00

** Indicates pre-issue check.

COMMISSION APPOINTMENT

Bike and Run Plan Advisory Committee

Three-Year Term

1. With the advice and consent of the Village Board, I Appoint Barry Krall to serve a 3-year term on the Bike and Run Plan Advisory Committee beginning May 6, 2025, and expiring May 6, 2028

Motion to Concur to the Appointment of Barry Krall to the Bike and Run Plan Advisory Committee for a 3-Year Term.

**PROCLAMATION
NATIONAL POLICE WEEK
MAY 12 – 18, 2025**

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

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

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

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

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

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

Dated the 6th day of May 2025.



Daniel Gunsteen, Village President

**VILLAGE OF BARTLETT PROCLAMATION
RECOGNIZING MAY 2025 AS BUILDING SAFETY MONTH**

WHEREAS, the Village of Bartlett is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike; and

WHEREAS, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

WHEREAS, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes and standards to protect us in the buildings where we live, learn, work and play, and;

WHEREAS, these modern building codes and standards include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

WHEREAS, "Game On!," the theme for Building Safety Month 2025, encourages us all to get involved and raise awareness about building safety on a personal, local and global scale, and;

WHEREAS, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local, state, tribal, territorial, and federal building safety and fire prevention departments, in protecting lives and property.

NOW, THEREFORE, I, Daniel Gunsteen, Village President of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, do hereby proclaim the month of May 2025 as Building Safety Month.

Dated this 6th day of May, 2025



Daniel Gunsteen, Village President

**VILLAGE OF BARTLETT PROCLAMATION
RECOGNIZING MAY 2024 AS BIKE MONTH**

WHEREAS, throughout the month of May, the Village of Bartlett will celebrate biking and the freedom, the joy, and the well-being it brings, as well as the power that more people riding bikes has in making life better for everyone; and

WHEREAS, May 12–18, 2025 is “Bike to Work Week” and May 16, 2025 is “Bike to Work Day”; and

WHEREAS, throughout the month of May, the residents of Bartlett and its visitors will experience the joys of bicycling; and

WHEREAS, bicycling has been shown to improve citizens’ health, well-being, and quality of life, growing the economy of Bartlett, and reducing pollution and congestion on our streets and roads; and

WHEREAS, the Bike & Run Plan Advisory Committee, Spin Doctor Cyclewerks, park districts and forest preserve districts will be joining the League of American Bicyclists in promoting bicycling during the month of May 2025 as both a mode of transportation and source of year-round recreation to attract more visitors to our local parks and bike network, as well as restaurants, shops and attractions; and

WHEREAS, these groups are also promoting greater public awareness of bicycle operation and safety education during Bike Month and year-round in an effort to reduce collisions, injuries and fatalities and improve health and safety for everyone on the road; and

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

Dated this 6th day of May, 2025



Daniel Gunsteen, Village President



Agenda Item Executive Summary

AGENDA ITEM:

Professional Services Agreement with Ancel Glink, PC

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount	N/A	Budgeted	\$236,000.00
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Fund: General Corresponding Activity Measure: Annually renew professional services agreements

EXECUTIVE SUMMARY

Professional services agreement for fiscal year 2025/26 for Ancel Glink, PC (Village Attorney). The hourly rate for partners is \$250, which is a \$10 increase from the previous contract. The hourly rate for associates is \$230, which is a \$5 increase from the previous contract.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

RELATIONSHIP TO STRATEGIC PLAN GOAL

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

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Resolution 2025-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and Ancel Glink, PC.

Staff: Matt Coulter, Interim Finance Director

Date:

April 28, 2025

**Village of Bartlett
Finance Department Memo
2025-05**

DATE: April 28, 2025
TO: Paula Schumacher, Village Administrator
FROM: Matt Coulter, Interim Finance Director
SUBJECT: Professional Services Agreement with Ancel Glink, PC

Attached is the proposed professional services agreement for fiscal year 2025/26 for Ancel Glink, PC (Village Attorney). The hourly rate for partners is \$250, which is a \$10 increase from the previous contract. The hourly rate for associates is \$230, which is a \$5 increase from the previous contract.

MOTION: I move to approve Resolution 2025-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and Ancel Glink, PC.

RESOLUTION 2025 - _____

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

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

SECTION ONE: The Professional Service Agreement dated May 6, 2025, between Ancel Glink, PC and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 6, 2025

APPROVED: May 6, 2025

Daniel Gunsteen, 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 May 6, 2025, and approved on May 6, 2025, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



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

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

May 6, 2025

Dan Gunsteen
Village President
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103

Re: Village Attorney Services for the Village of Bartlett

Dear President Gunsteen:

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

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

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

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

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

ANCEL GLINK

May 6, 2025
Page 2

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

- Partners: \$250 / hour
- Associates/of Counsel: \$230 / hour
- Paralegals: \$135 / hour

These billing rates will be effective as of May 1, 2025, and applicable through April 30, 2026, after which our billing rates are subject to annual increases. Any expenses, disbursements and other charges incurred on the Village's behalf will be billed to the Village in addition to our charges for professional services in accordance with our regularly established procedures. We will bill you for travel time limited to no more than one hour each way. The Village will be responsible for the payment of all directly incurred costs (including the fees of any experts who may be hired to assist in this engagement). We will, of course, consult with you before the hiring of any experts. We may ask you either to pay or reimburse certain vendors directly, or advance to us those sums prior to our expenditure.

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

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

Sincerely,



Kurt S. Asprooth

ACCEPTED:

Village of Bartlett

Dan Gunsteen, Village President

Date: _____, 2025

ANCEL GLINK

May 6, 2025

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4873-5564-4852, v. 1



Agenda Item Executive Summary

AGENDA ITEM:

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

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount	Budgeted
N/A	\$41,000.00

Fund: General Corresponding Activity Measure: Annually renew professional services agreements

EXECUTIVE SUMMARY

Professional services agreement for fiscal year 2025/26 for the Law Offices of Robert J. Krupp, PC (Village Prosecutor). There is no increase to the monthly court appearance rate for traffic and minor ordinance violations. The hourly rate for in-court time and out-of-court legal services for zoning and building violations as well as violations of the liquor control ordinances also remains unchanged.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

RELATIONSHIP TO STRATEGIC PLAN GOAL

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

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Resolution 2025-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and the Law Offices of Robert J. Krupp, PC.

Staff: Matt Coulter, Interim Finance Director

Date:

April 28, 2025

**Village of Bartlett
Finance Department Memo
2025-06**

DATE: April 28, 2025

TO: Paula Schumacher, Village Administrator

FROM: Matt Coulter, Interim Finance Director

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

Attached is the proposed professional services agreement for fiscal year 2025/26 for Robert J. Krupp (Village Prosecutor). There is no increase to the monthly court appearance rate for traffic and minor ordinance violations. The hourly rate for in-court time and out-of-court legal services for zoning and building violations as well as violations of the liquor control ordinances also remains unchanged.

MOTION: I move to approve Resolution 2025-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C.

RESOLUTION 2025- -R

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

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

SECTION ONE: The Professional Service Agreement dated May 6, 2025 between the Law Offices of Robert J. Krupp, P.C. and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 6, 2025

APPROVED: May 6, 2025

Daniel Gunsteen, 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- -R enacted on May 6, 2025, and approved on May 6, 2025, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

PROFESSIONAL SERVICE AGREEMENT

Made and entered at Bartlett, Illinois as of May 6, 2025, by and between the **VILLAGE OF BARTLETT**, Cook, DuPage, and Kane Counties, Illinois (the "Village") and the **LAW OFFICES OF ROBERT J. KRUPP, P.C.** (the "Attorneys" or the "Firm").

WITNESSETH:

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

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

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

1. Scope of Services and Compensation.

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

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

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

2. Changes.

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

3. Method of Payment.

The Firm shall be paid \$1850.00 per monthly court appearance for the prosecution of traffic and minor ordinance violations, and shall submit a detailed invoice specifying the time spent by Krupp on various zoning, building and liquor ordinance violations handled by Krupp for the Village and for his travel time during the current billing period.

4. Billing Disputes.

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

5. Time of Performance.

The services of the attorneys will begin May 1, 2025, and shall continue through April 30, 2026, unless sooner terminated by either party.

6. Termination.

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

7. Insurance.

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

Commercial General Liability

General Aggregate Limit	\$1,000,000.00
Product-Completed Operation	\$1,000,000.00
Each Occurrence Limit	\$500,000.00
Personal Advertising Injury Limit	\$500,000.00
Medical Expense Limit	\$5,000.00
Fire Damage, any one fire	\$50,000.00

Business Automobile

Combined Single Limits (each accident)	\$500,000.00
Auto Medical Payments	\$5,000.00
Uninsured Motorist-Combined Single Limits	\$500,000.00

Professional Liability

Each Claim	\$500,000.00
Aggregate	\$500,000.00

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

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

VILLAGE OF BARTLETT

By: _____
Daniel H. Gunsteen, Village President

ATTEST:

By: _____
Lorna Giles, Village Clerk

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

By: _____
Robert J. Krupp



Agenda Item Executive Summary

AGENDA ITEM:

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

BOARD OR COMMITTEE: Board

BUDGET IMPACT

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

Professional services agreement for fiscal year 2025/26 for Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. (Administrative Hearing Officer). Mr. Bongiovanni will act as the Village's Administrative Hearing Officer and preside at Village Administrative Adjudication Hearings for motor vehicle seizures, impoundments, and ordinance violations. The hourly rate of \$205.00 is a \$20.00 increase from the previous agreement.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

RELATIONSHIP TO STRATEGIC PLAN GOAL

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

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Resolution 2025-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.

Staff: Matt Coulter, Interim Finance Director

Date: April 28, 2025

Village of Bartlett
Finance Department Memo
2025-04

DATE: April 28, 2025

TO: Paula Schumacher, Village Administrator

FROM: Matt Coulter, Interim Finance Director

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

Attached is the proposed professional services agreement for fiscal year 2025/26 for Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. (Administrative Hearing Officer). Mr. Bongiovanni will act as the Village's Administrative Hearing Officer and preside at Village Administrative Adjudication Hearings for motor vehicle seizures, impoundments, and ordinance violations. The hourly rate of \$205.00 is a \$20.00 increase from the previous agreement.

MOTION: I move to approve Resolution 2025-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.

RESOLUTION 2025- -R

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

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

SECTION ONE: The Professional Service Agreement dated May 6, 2025, between Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 6, 2025

APPROVED: May 6, 2025

Daniel Gunsteen, 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- -R enacted on May 6, 2025, and approved on May 6, 2025, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement made and entered at Bartlett, Illinois, this 6th day of May, 2025, by and between the VILLAGE OF BARTLETT, an Illinois municipal corporation, Cook, DuPage and Kane Counties, Illinois (the "Village") Francis Bongiovanni and Ottosen, DiNolfo, Hasenbalg & Castaldo, Ltd. (the "Attorneys" or the "Firm").

WIT NESSETH:

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

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

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

1. **Scope of Services and Compensation**

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

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

additional Findings of Fact and Orders will be billed at the following rate of \$205.00 per hour for actual time expended.

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

2. **Changes**

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

3. **Method of Payment**

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

4. **Billing Disputes**

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

5. **Time of Performance**

The services of the attorneys will begin May 6, 2025, and shall continue through April 30, 2026, unless sooner terminated by either party.

6. **Termination**

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

7. **Insurance**

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

Commercial General Liability

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

Professional Liability

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

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

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

VILLAGE OF BARTLETT

By: _____
Dan Gunsteen
Village President

Attest:

By: _____
Lorna Giles
Village Clerk

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.

BY: _____

BY: _____
Francis Bongiovanni



Agenda Item Executive Summary

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

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount N/A **Budgeted** N/A

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

EXECUTIVE SUMMARY

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

ATTACHMENTS (PLEASE LIST)

Memo

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to Consent to the Village President's annual Officer Appointments as presented

Staff: Paula Schumacher, Village Administrator Date: April 30, 2025

Village of Bartlett Administration Department Memo

DATE: April 30, 2025
TO: Village President and the Board of Trustees
FROM: Paula Schumacher, Village Administrator
SUBJECT: Appointments of Village Officers

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

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

MOTION

I move to Consent to the Village President's annual Officer Appointments as presented



Agenda Item Executive Summary

AGENDA ITEM: Hanover Township Freedom Car Show Class D **BOARD OR COMMITTEE:** Board

BUDGET IMPACT

Amount	\$ N/A	Budgeted	\$ N/A
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Fund: N/A

Corresponding Activity Measure: N/A

EXECUTIVE SUMMARY

Attached for your consideration is an application from Hanover Township for a Class D Liquor License on June 13, 2025. The license will be used for the Freedom Car Show event located at 240 S. Route 59.

ATTACHMENTS (PLEASE LIST)

Staff memo dated 4/21/2025, Class D Application, Certificate of Insurance

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Enhance Community Events

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve the Class D Liquor License application submitted by Hanover Township for their Freedom Car Show on June 13, 2025.

Staff: Reagan Koehler, Communications & Events
Coordinator

Date: April 21,
2025

Memorandum

To: Samuel Hughes, Assistant to the Village Administrator
From: Reagan Koehler, Communications & Events Coordinator
Date: 4/21/2025
Re: Hanover Township Freedom Car Show Class D

Hanover Township has submitted an application for a Class D liquor license for their Freedom Car Show event being held on Friday, June 13, 2025. The Class D liquor license allows for the retail sale of alcohol for a special event.

The certificate of insurance has been received by the Village and reviewed by the Village Attorney.

Motion

I move to approve the Class D Liquor License application submitted by Hanover Township for their Freedom Car Show on June 13, 2025.



Village of Bartlett, IL

April 2, 2025

LQD-25-1

Liquor License Class D

Status: Active

Submitted On: 3/18/2025

Primary Location

240 S ROUTE 59
BARTLETT, IL 60103

Owner

HANOVER TOWNSHIP SENIOR
CENTER
240 S IL ROUTE 59 BARTLETT, IL
60103-1648

Applicant

Ryan Dickinson
 630-540-9085
 rdickinson@hanover-
township.org
 7431 Astor Ave
Hanover Park, IL 60133

Organization Information

Name of organization*

Hanover Township

Mailing address of organization*

7431 Astor Ave Hanover Park IL 60133

Organization Phone Number*

630-540-9085

Is this event going to be held for more than one day?

*

No

Start Date of Event*

06/13/2025

HOURS OF OPERATION:

Not to exceed 12 hours withing a period of 24 hours.

Sunday - Thursday 8:00am - 1:00 am

Friday-Saturday 8:00 am - 2:00 am

Start time of event*

4:00pm

End time of event*

9:00pm

Description of area to be utilized for the special event*

Parking lot of Hanover Township Senior Center located at 240 S IL Route 59 Bartlett IL 60103

AFFIDAVIT

The undersigned swears (or affirms) that the Corporation in whose name this application is made will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the laws of the State of Illinois or the United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief.

I agree that my electronic signature is equivalent to a handwritten signature and is binding for all purposes related to this transaction*

Ryan Dickinson
Mar 17, 2025

I hereby certify that as the applicant, I* have the president's authorization to submit this application on their behalf.



Agenda Item Executive Summary

AGENDA ITEM: Class I Liquor License Creation **BOARD OR COMMITTEE:** Board

BUDGET IMPACT

Amount	\$	Budgeted	\$
--------	----	----------	----

Fund: _____ **Corresponding Activity Measure:** _____

EXECUTIVE SUMMARY

Attached for your consideration is an Ordinance amending Section 3-3-2-11: Class I of the Bartlett Liquor Control Ordinance.

A new license in this class must be created before the license can be issued by the liquor commissioner.

ATTACHMENTS (PLEASE LIST)

Staff memo dated 4/28/2025

Ordinance

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to Approve Ordinance 2025-_____ An Ordinance Amending Section 3-3-2-11 Of The Bartlett Liquor Control Ordinance Regarding The Number Of Class I Licenses.

Staff: Samuel Hughes
Assistant to the Village Administrator

Date: 04/28/2025

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Assistant to the Village Administrator
Date: 04/28/2025
Re: Liquor License Creation Class I

Attached for your consideration is an ordinance amending Section 3-3-2-11: Class I of the Bartlett Liquor Control Ordinance.

A new license in this class must be created before the license can be issued by the liquor commissioner.

Motion

I move to approve Ordinance 2025-____ An Ordinance Amending Section 3-3-2-11 Of The Bartlett Liquor Control Ordinance Regarding The Number Of Class I Licenses.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 6, 2025

APPROVED: May 6, 2025

Daniel Gunsteen, 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 May 6, 2025 and approved on May 6, 2025 as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk



Agenda Item Executive Summary

AGENDA ITEM: Authorization to purchase three Ford Utility Police Interceptors

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount	\$ 139,176	Budgeted	\$ 150,000.00
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Fund: 6100-570170 Corresponding Activity Measure: Police Vehicle Replacement Fund

EXECUTIVE SUMMARY

The Police Department would like to purchase three new 2025 Ford Utility Police Interceptor vehicles to replace a 2020 Ford Utility Police Interceptor, a 2021 Ford Utility Police Interceptor, and a 2012 Chevrolet Impala. These vehicles were approved for the 2025 - 2026 fiscal year to be replaced based on vehicle replacement guidelines. The price to replace these vehicles, which includes delivery, is \$139,176 and would be taken from the Vehicle Replacement Fund. These vehicles would be purchased to maintain our fleet vehicle coverage for the patrol division, court liaison, and evidence duties. These vehicles would be delivered eight to ten months after placing the order with Currie Motors Fleet.

ATTACHMENTS (PLEASE LIST)

Police Department Memorandum 25-50

Quote ID: bpdunmark

Quote ID: bpd2

SPC Contract # 204

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

MOTION: I move to purchase three 2025 Ford Utility Interceptor vehicles from Currie Motors Fleet in Frankfort, Illinois, through the Suburban Purchasing Cooperative Contract for \$139,176.

Staff: Greg Milos, Support Services Sergeant

Date: May 6, 2025

**POLICE DEPARTMENT MEMORANDUM
25-50**

DATE: May 6, 2025
TO: Paula Schumacher, Village Administrator
FROM: Greg Milos, Sergeant
RE: Purchase of three Ford Utility Police Interceptor Vehicles

The Suburban Purchasing Cooperative, a cooperative of 144 municipalities and townships in northeastern Illinois, awarded Currie Motors Fleet in Frankfort, Illinois, the contract for the 2025 Ford Utility Police Interceptor Vehicle. The 2025 Ford Interceptor Utility comes standard with All-Wheel Drive and features a V-6 engine.

The Police Department would like to purchase three new 2025 Ford Utility Police Interceptor vehicles to replace a 2020 Ford Utility Police Interceptor, a 2021 Ford Utility Police Interceptor, and a 2012 Chevrolet Impala. These vehicles were approved for the 2025 – 2026 fiscal year to be replaced based on vehicle replacement guidelines. The price to replace these vehicles, which includes delivery, is \$139,176 and would be taken from the Vehicle Replacement Fund. These vehicles would be purchased to maintain our fleet vehicle coverage for the patrol division, court liaison, and evidence duties. These vehicles would be delivered eight to ten months after placing the order with Currie Motors Fleet.

MOTION: I move to purchase three 2025 Ford Utility Interceptor vehicles from Currie Motors Fleet in Frankfort, Illinois, through the Suburban Purchasing Cooperative Contract for \$139,176.

Prepared for: , Village of Bartlett

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

Client Proposal

Prepared by:
THOMAS SULLIVAN
Office: 815-464-9200
Quote ID: bpdunmark
Date: 04/11/2025



Currie Commercial Center | 10125 W. Laraway, Frankfort, Illinois, 60423
Office: 815-464-9200

Prepared for:

Village of Bartlett

Prepared by: THOMAS SULLIVAN

04/11/2025



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: bpdunmark

Major Equipment

(Based on selected options, shown at right)
10-speed automatic

- * 18 x 8-inch front and rear silver aluminum wheels
- * P255/60RW18 AS BSW front and rear tires
- * Lock-up transmission
- * Alternator Amps: 250A
- * All-speed ABS and driveline traction control
- * HD lead acid battery
- * Steering wheel mounted audio controls
- * 8 inch primary display
- * AM/FM
- * Auxiliary input jack
- * Vehicle body length: 198.8"
- * Standard ride suspension
- * Rear window defroster
- * Manual folding door mirrors
- * Deep tinted windows
- * Speed sensitive wipers
- * Dual-zone front climate control
- * Driver front impact airbag
- * Passenger front impact airbag

Exterior: Dark Blue
Interior: Charcoal Black w/Unique HD Cloth
Front Bucket Seats w/Cloth Rear

- * Class III tow rating
- * Overdrive transmission
- * Transmission electronic control
- * Stainless steel dual exhaust
- * Battery rating: 850CCA
- * Fuel tank capacity: 21.40 gal.
- * Wireless audio streaming
- * AM/FM stereo radio
- * Seek scan
- * External memory control
- * Wheelbase: 119.1"
- * Trip computer
- * Power door mirrors
- * LED brake lights
- * Variable intermittent front windshield wipers
- * Automatic climate control
- * Rear under seat climate control ducts
- * Seat mounted side impact driver airbag
- * Seat mounted side impact front passenger airbag

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$49,515.00
Order Code 500A	N/C
3.73 Axle Ratio	Included
GVWR: 6,840 lbs (3,103 kgs)	Included
Tires: 255/60R18 AS BSW	Included
Monotone Paint Application	STD
119" Wheelbase	STD
Radio: AM/FM/MP3 Capable	Included
50-State Emissions System	STD
SYNC Phoenix Communication & Entertainment System	Included
Engine: 3.3L V6 Direct-Injection	-\$2,330.00
Transmission: 10-Speed Automatic (44U)	N/C
Police Upgrade Package	\$390.00
1st & 2nd Row Carpet Floor Covering	Included
Front Headlamp Lighting Solution	Included
Grille LED Lights, Siren & Speaker Pre-Wiring	Included
Wheels: 18" Painted Aluminum	Included
Unique HD Cloth Front Bucket Seats w/Cloth Rear	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Village of Bartlett
Prepared by: THOMAS SULLIVAN
04/11/2025



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: bpdunmark

Major Equipment

- * Airbag occupancy sensor
- * Electronic stability control system with anti-rollover
- * Fixed rear seats
- * Front facing rear seat
- * Height adjustable rear seat head restraints
- * 3 rear seat head restraints
- * Bucket front seats
- * Front passenger seat with 4-way directional controls
- * Manual front seat head restraint control
- * Manual reclining driver seat
- * Power driver seat fore/aft control
- * Manual reclining passenger seat
- * Cloth front seat upholstery
- * Driver seat with 2-way power lumbar
- * 4-wheel antilock (ABS) brakes
- * Hill start assist
- * 7 airbags
- * Manual rear child safety door locks
- * 35-30-35 folding rear seats
- * Fold forward rear seatback
- * Manual rear seat head restraint control
- * Split-bench rear seat
- * Driver seat with 8-way directional controls
- * Height adjustable front seat head restraints
- * Front seat center armrest
- * Power height adjustable driver seat
- * Power driver seat cushion tilt
- * Manual passenger seat fore/aft control
- * Vinyl front seatback upholstery
- * 4-wheel disc brakes
- * Brake assist system

As Configured Vehicle

	MSRP
Center Floor Console Less Shifter	Included
Front Console Plate Delete	Included
Tail Lamp Lighting Solution	\$430.00
Rear Lighting Solution	\$460.00
Dark Blue	N/C
Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Cloth Rear	N/C
<hr/>	
SUBTOTAL	\$48,465.00
Destination Charge	\$1,595.00
<hr/>	
TOTAL	\$50,060.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Village of Bartlett

Prepared by: THOMAS SULLIVAN

04/11/2025



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: bpdunmark

Fuel Economy

City
N/A



Hwy
N/A

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Village of Bartlett

Prepared by: THOMAS SULLIVAN

04/11/2025



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: bpdunmark

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$49,515.00
Options	-\$1,050.00
Colors	\$0.00
Upfitting	\$203.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,595.00
Subtotal	\$50,263.00

Discount Adjustments

Discount Adjustments	-\$3,855.00
Total	\$46,408.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: , Village of Bartlett

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

Client Proposal

Prepared by:
THOMAS SULLIVAN
Office: 815-464-9200
Quote ID: bpd2
Date: 04/10/2025



Currie Commercial Center | 10125 W. Laraway, Frankfort, Illinois, 60423
Office: 815-464-9200

Prepared for:

Village of Bartlett

Prepared by: THOMAS SULLIVAN

04/10/2025



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: bpd2

Major Equipment

(Based on selected options, shown at right)
10-speed automatic

- * 18 x 8-inch front and rear black steel wheels
- * P255/60RW18 AS BSW front and rear tires
- * Lock-up transmission
- * Alternator Amps: 250A
- * All-speed ABS and driveline traction control
- * HD lead acid battery
- * Steering wheel mounted audio controls
- * 8 inch primary display
- * AM/FM
- * Auxiliary input jack
- * Vehicle body length: 198.8"
- * Standard ride suspension
- * Rear window defroster
- * Manual folding door mirrors
- * Deep tinted windows
- * Speed sensitive wipers
- * Dual-zone front climate control
- * Driver front impact airbag
- * Passenger front impact airbag
- * Airbag occupancy sensor

Exterior: Agate Black

- * Class III tow rating
- * Overdrive transmission
- * Transmission electronic control
- * Stainless steel dual exhaust
- * Battery rating: 850CCA
- * Fuel tank capacity: 21.40 gal.
- * Wireless audio streaming
- * AM/FM stereo radio
- * Seek scan
- * External memory control
- * Wheelbase: 119.1"
- * Trip computer
- * Power door mirrors
- * LED brake lights
- * Variable intermittent front windshield wipers
- * Automatic climate control
- * Rear under seat climate control ducts
- * Seat mounted side impact driver airbag
- * Seat mounted side impact front passenger airbag
- * 7 airbags

As Configured Vehicle

MSRP

STANDARD VEHICLE PRICE	\$49,515.00
Order Code 500A	N/C
3.73 Axle Ratio	Included
GVWR: 6,840 lbs (3,103 kgs)	Included
Tires: 255/60R18 AS BSW	Included
Wheels: 18" x 8" 5-Spoke Painted Black Steel	Included
Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included
Monotone Paint Application	STD
119" Wheelbase	STD
Radio: AM/FM/MP3 Capable	Included
50-State Emissions System	STD
SYNC Phoenix Communication & Entertainment System	Included
Agate Black	N/C
Engine: 3.3L V6 Direct-Injection	-\$2,330.00
Transmission: 10-Speed Automatic (44U)	N/C
Driver Only LED Bulb Spot Lamp (Unity)	\$400.00
Keyed Alike - 1435x	\$50.00
Noise Suppression Bonds (Ground Straps)	\$100.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Village of Bartlett

Prepared by: THOMAS SULLIVAN

04/10/2025



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: bpd2

Major Equipment

- * Electronic stability control system with anti-rollover
- * Fixed rear seats
- * Front facing rear seat
- * Height adjustable rear seat head restraints
- * 3 rear seat head restraints
- * Bucket front seats
- * Front passenger seat with 8-way directional controls
- * Manual front seat head restraint control
- * Power height adjustable driver seat
- * Power driver seat cushion tilt
- * Power height adjustable control passenger seat
- * Cloth front seat upholstery
- * Driver seat with 2-way power lumbar
- * 4-wheel disc brakes
- * Brake assist system
- * Manual rear child safety door locks
- * 35-30-35 folding rear seats
- * Fold forward rear seatback
- * Manual rear seat head restraint control
- * Split-bench rear seat
- * Driver seat with 8-way directional controls
- * Height adjustable front seat head restraints
- * Manual reclining driver seat
- * Power driver seat fore/aft control
- * Power reclining passenger seat
- * Power passenger seat fore/aft control
- * Vinyl front seatback upholstery
- * Front passenger seat with 2-way power lumbar
- * 4-wheel antilock (ABS) brakes
- * Hill start assist

As Configured Vehicle

	MSRP
Rear Lighting Solution	\$460.00
Front & Rear Police Wire Harness Connector Kit	\$200.00
Rear-Door Controls Inoperable	\$80.00
<hr/>	
SUBTOTAL	\$48,475.00
Destination Charge	\$1,595.00
<hr/>	
TOTAL	\$50,070.00

Fuel Economy

City
N/A



Hwy
N/A

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Village of Bartlett

Prepared by: THOMAS SULLIVAN

04/10/2025



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: bpd2

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$49,515.00
Options	-\$1,040.00
Colors	\$0.00
Upfitting	\$203.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,595.00
Subtotal	\$50,273.00

Discount Adjustments

Discount Adjustments	-\$3,889.00
Total	\$46,384.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

Village of Bartlett

Prepared by: THOMAS SULLIVAN

04/10/2025



Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: bpd2

Pricing Summary - Multiple Vehicles

Vehicle Quantity: 2

MSRP

Vehicle Pricing

Base Vehicle Price	\$99,030.00
Options	-\$2,080.00
Colors	\$0.00
Upfitting	\$406.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$3,190.00
Subtotal	\$100,546.00

Discount Adjustments

Discount Adjustments	-\$7,778.00
Total	\$92,768.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2025



**Joint Purchasing
Program**



*NORTHWEST MUNICIPAL
CONFERENCE*



DMMC
DuPage Mayors & Managers Conference



**WILL COUNTY
GOVERNMENTAL LEAGUE**



ABOUT THE SPC

The Suburban Purchasing Cooperative is a joint purchasing program sponsored by the Northwest Municipal Conference (NWMC), DuPage Mayors & Managers Conference (DMMC) South Suburban Mayors and Managers Association (SSMMA), and Will County Governmental League (WCGL). Together, those organizations represent 144 municipalities and townships in northeastern Illinois.

All public agencies as defined by the Illinois Governmental Joint Purchasing Act, as well as not-for-profit agencies that qualify under Section 45-35 of the Illinois Procurement Code, are eligible to participate in SPC joint purchasing programs.

Illinois statutes, 525/2 from Ch. 85, par. 1602. (Governmental Joint Purchasing Act), authorize that any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be by competitive solicitation as provided in Section 4 of the Act.

The SPC exemplifies the benefits of intergovernmental cooperation. The goal of the SPC is to combine the resources and purchasing power of governments and not-for-profit entities to jointly negotiate advantageous contract terms on a line of high-quality products at the best possible price.

Economies of scale in terms of pricing and staff resources are the prime objectives of the SPC Joint Purchasing Program. By purchasing through the SPC, participants not only save money but time as well. Acting as an extension of the purchaser's staff, SPC staff works diligently in order to avoid the needless duplication of effort through in-house coordination of several functions involved in the procurement process.

The SPC's portfolio of cooperative purchasing contracts and strategic alliances make the SPC an invaluable resource for eligible entities. Our competitively-solicited supplier contracts streamlines the purchasing process to help local government agencies achieve their strategic goals.

SPC programs provide public agencies and not-for-profit entities with access to contracts for goods and services at pre-negotiated rates or prices. The participating agency then purchases the goods or services with contracted vendors by placing purchase orders or entering into contracts based on the SPC rates or prices directly with the vendors.

POLICE PURSUIT VEHICLES

Product Information - Contract #204

Ford Police Interceptor Utility

The SPC Governing Board has approved the second of three, possible one-year contract extensions on the 2025 Ford Interceptor Utility through November 15, 2025. The factory order cut off date is 06/13/25.

- 2025 Ford Interceptor Utility, with all standard equipment, conventional gas: **\$44,954.00**
- Optional Hybrid (limited supply): **\$47,615.00**

Ordering Information

Orders are placed directly through Currie Motors. Billing is performed by the dealer.

Currie Motors

10125 W. Laraway Road
Frankfort, IL 60423

Phone: 815-464-9200 Fax: 815-464-7500

Contact Person: Tom Sullivan

tsullivan@curriemotors.com

Product Information - Contract #228

Ford F150 Police Responder

The SPC Governing Board has awarded a one-year contract on the Ford F150 Police Responder through March 18, 2025.

2025 Ford F150 Police Responder with all standard equipment: **\$46,145.00**

Ordering Information

Orders are placed directly through Currie Motors. Billing is performed by the dealer.

Currie Motors

10125 W. Laraway Road
Frankfort, IL 60423

Phone: 815-464-9200

Contact Person: Nic Cortellini

ncortellini@curriemotors.com



Agenda Item Executive Summary

AGENDA ITEM: Purchase of (2) 2026 Peterbilt Trucks

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount	\$520,218.08	Budgeted	\$530,000.00
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Fund: Vehicle replacement fund	Corresponding Activity Measure: N/A
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EXECUTIVE SUMMARY

I have received all the necessary information regarding the purchase of (2) Peterbilt dump trucks through the Sourcewell Municipal purchase program. FY 25/26 allotted \$530,000.00 for the purchase of (2) 2026 dump trucks with dump bodies and snow removal equipment.

JX Truck Center has given us Sourcewell pricing for these vehicles, which include dump bodies and snow removal equipment. Although these chassis currently have a \$3000.00 tariff per chassis, thanks to a discount program through Peterbilt due to fewer supply constraints these vehicles are approximately \$6200 cheaper than quoted in November. These vehicles would be purchased as part of the Streets Division Capital Outlay Budget. The price includes start up service, freight, licensing, and delivery to the PW facility. Additional pricing includes plow assembly, strobe lighting, and pre-wetting capabilities.

The vehicles will be delivered at the total cost of \$520,218.08 after discount adjustments. The purchase of (2) new 2026 Peterbilt trucks would replace (1) 2012 International dump truck with evaluation ratings of 27, which qualifies for replacement, and (1) 2012 Ford F50 plow truck which also had an evaluation rating of 27 qualifying for replacement.

ATTACHMENTS (PLEASE LIST)

Memo, Bid Detail

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve the purchase of (2) 2026 Peterbilt Dump Trucks from JX Truck Center of Bolingbrook, IL

Staff: Mike Warmus Street Division Supervisor

Date:

May 6, 2025

Memo

To: Paula Schumacher, Village Administrator
From: Mike Warmus, Street Division Supervisor
Subject: **Purchase of (2) 2026 Peterbilt trucks w/plows and spreaders**
Date: May 6, 2025

I have received all of the necessary information regarding the purchase of (2) dump trucks through the Sourcewell purchase program. FY 25/26 has allotted \$530,000.00 for the purchase of (2) 2026 dump trucks with dump bodies and snow removal equipment.

JX Truck Center has given us Sourcewell Municipal pricing for these vehicles, as well as build slots for the summer of 2025, which include dump bodies and snow removal equipment. At this time there is a \$3000.00 tariff charge per chassis. To hopefully avoid any further tariffs once the trucks are built and delivered for outfitting the Village will not incur any further costs after payment of the chassis. The price includes start up service, freight, licensing, and delivery to the PW facility after outfitting. Additional pricing includes plow assembly, strobe lighting, and pre-wetting capabilities. The vehicles will be delivered at the total cost of \$520,218.08 after discount adjustments.

We recommend the Village of Bartlett purchase (2) 2026 Peterbilt dump trucks with build from JX Truck Center, Bolingbrook IL in the amount of \$520,218.08.

Motion

MOTION TO APPROVE THE PURCHASE OF (2) 2026 PETERBILT DUMP TRUCKS FROM JX TRUCK CENTER BOLINGBROOK, IL



Agenda Item Executive Summary

AGENDA Water & Sewer Rate Study Award
ITEM: _____

BOARD OR Board
COMMITTEE: _____

BUDGET IMPACT

Amount \$ 172,457 Budgeted \$ 150,000

Fund(s): Water & Sewer Corresponding Activity Measure:

EXECUTIVE SUMMARY

As discussed at the March 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. Staff presented the draft Request for Qualifications (RFQ) and incorporated board comments prior to issuance. Statements of Qualifications (SOQs) were due on March 28th. Of the seven (7) submittals, Village staff have determined Stantec Consulting Services, Inc., to be the most qualified firm. Stantec is a financial firm that will partner with Engineering Enterprises, Inc. (EEI) as the engineering subconsultant on the project. EEI is very familiar with our water and sewer system.

The consultants 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, which is anticipated to be in winter 2025.

RECOMMENDATION

Staff recommends entering into the professional services agreement with Stantec Consulting Services, Inc.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Evaluate budget and implement water, wastewater and stormwater projects
Examine Service Delivery Methods

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: MOVE TO APPROVE RESOLUTION # 2025- _____ - R, A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND STANTEC CONSULTING SERVICES, INC. FOR THE WATER AND SEWER RATE STUDY

Staff: Tyler Isham, Assistant Director of Public Works

Date: April 28, 2025

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: Water & Sewer Rate Study Award
Date: April 28, 2025

As discussed at the March 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. A draft of the Request for Qualifications (RFQ) was shared with the Board, staff included comments the board had during the Committee of the Whole discussion and issued the RFQ the following day. Statements of Qualifications (SOQ) were due from interested firms by Friday, March 28th. The Village received seven (7) SOQs, all from qualified and reputable firms.

Staff reviewed all the firms SOQs and determined Stantec Consulting Services, Inc. to be the most qualified firm to submit. Stantec has completed hundreds of similar studies in the past, including Geneva, Elgin, Downers Grove, and Glenview to name a few local municipalities. Stantec is a financial firm that will partner with Engineering Enterprises, Inc. (EEI), an engineering firm that is very familiar with the Village's sewer and water systems, as a subconsultant on the study.

The study is proposed to include the following:

- Present a capital improvement analysis
- Grant opportunities/other funding strategies overall
- Analyzing current rates and evaluating based off the following criteria:
 - A tiered structure based off usage
 - Non-residential v. residential rates
- Provide comparable municipalities structures as examples/comparison.
- Life cycle analysis

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. The project is anticipated to take until winter 2025 and will then be incorporated into the future Capital Improvement Program after being presented to the board.

RECOMMENDATION

Staff recommends entering into the professional services agreement with Stantec Consulting Services, Inc.

MOTION

I MOVE TO APPROVE RESOLUTION # 2025-_____ - R, A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND STANTEC CONSULTING SERVICES, INC. FOR THE WATER AND SEWER RATE STUDY

RESOLUTION 2025 - _____

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND STANTEC CONSULTING SERVICES, INC., FOR A WATER AND SEWER RATE STUDY

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 Professional Services Agreement between the Village of Bartlett and Stantec Consulting Services, Inc., for a water and sewer rate study (the "Agreement"), a copy of which is appended hereto as Exhibit A and expressly incorporated herein by this reference, is hereby approved, subject to minor modifications as approved by the Village Administrator and Village Attorney.

SECTION TWO: AUTHORIZATION. The Village Administrator is hereby authorized and directed to sign the final 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:

Dan Gunsteen, 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 May 6, 2025, and approved on May 6, 2025, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

EXHIBIT A

Professional Services Agreement with Stantec Consulting Services, Inc.

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** is dated as of the ____ day of _____, 2025 ("**Agreement**"), and is by and between **THE VILLAGE OF BARTLETT** ("**Village**"), an Illinois home rule municipality, and **STANTEC CONSULTING SERVICES, INC.**, a New York corporation. ("**Contractor**")

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

SECTION 1. CONTRACTOR AND SCOPE OF SERVICES.

A. Engagement of Contractor. The Village hereby engages the Contractor to perform and provide a study of the Village's water and sewer rates (the "**Services**") in accordance with (1) the Village of Bartlett's Request for Qualifications for Water and Sewer Rate Study ("RFQ"); (2) Addendum No. 1 to the RFQ dated March 10, 2025; (3) Stantec's response to the RFQ dated March 28, 2025; and (4) Stantec's Level of Effort and Fee proposal dated April 28, 2025, all of which are attached hereto and incorporated herein as **Group Exhibit A** to this Agreement (collectively, the "**Proposal**"). The Contractor represents it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the Services set forth in the Proposal in accordance with the standards of practice, care, and diligence practiced by recognized companies or firms performing services of a similar nature in existence at the time of performance. The representations and certifications expressed are in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are reserved to the Village.

B. Commencement; Time of Performance. The Contractor must commence the Services immediately upon receipt of written notice that this Agreement has been fully executed by the Parties ("**Commencement Date**"). The Contractor must complete the Services provided for in the Proposal no later than December 31, 2025.

C. Compensation. The Village will pay the Contractor a lump sum, not-to-exceed amount of **\$172,457.00**, in accordance with the fee proposal attached to this Agreement as part of Group Exhibit A. The lump sum payment will be made by the Village within thirty (30) days of the Contractor's completion of the final report as described in the Proposal.

D. Term. The term of this Agreement will run from the effective date until the Contractor's final report is issued to the Village Board.

SECTION 2. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "**Confidential Information**" shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village's computer system and information obtained from server logs or other records of electronic or machine readable form. Village Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Contractor from a source other than the Village prior to the time of disclosure of said information to the Contractor under this Agreement ("**Time of Disclosure**"); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other

means except an unauthorized act or omission or breach of this Agreement on the part of the Contractor or the Village; or (4) to have been supplied to the Contractor after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Contractor. The Contractor acknowledges that it may, in performing the Services for the Village under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Contractor agrees to hold confidential all Confidential Information and will not disclose or use Confidential Information without express prior written consent of the Village. The Contractor must use reasonable measures at least as strict as those the Contractor uses to protect its own confidential information.

SECTION 3. INDEMNIFICATION; INSURANCE.

A. **Indemnification.** Contractor will indemnify, save harmless, and defend the Village against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with the Contractor's performance of, or failure to perform, the Services provided for under this Agreement, or any part thereof, or any failure to meet the representations and certifications set forth in this Agreement.

B. **Insurance.** The Contractor will, at its sole cost, obtain and keep in force at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:

1. Commercial General Liability: \$2,000,000.00 General Aggregate

The Contractor must name the Village as an additional insured and provide Village with Certificates 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. Failure of Village to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. 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. Upon request, the Contractor will provide copies of any or all policies of insurance maintained in fulfillment hereof. Failure to maintain the required insurance may result in termination of this Contract at Village's option.

SECTION 4. DEFAULT.

If it should appear at any time that the Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("***Event of Default***"), and fails to cure any such Event of Default within 10 business days after the Contractor's receipt of written notice of such Event of Default from the Village,

then the Village will have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Contractor. The Village may require the Contractor, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Contractor and the Services into compliance with this Agreement.

2. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination, and the Contractor must refund any amounts already paid by the Village on a pro-rata basis.

3. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Contractor or as a result of actions taken by the Village in response to any Event of Default by the Contractor.

SECTION 5. SPECIAL PROVISIONS.

A. Relationship of the Parties. The Contractor acts as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Contractor; or (2) to create any relationship between the Village and any subcontractor of the Contractor.

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

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

D. Compliance With Laws. Contractor must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations. Contractor is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors, performance of, or failure to perform, the Services or any part thereof. Every provision of law required by law to be inserted into this Contract is deemed to be inserted.

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

F. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Services to be performed under this Agreement ("**Documents**") are deemed the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Contractor will cause the Documents to be promptly delivered to the Village.

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

SECTION 6. GENERAL PROVISIONS.

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

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

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:

Daniel Dinges
Public Works Director
Village of Bartlett
1150 Bittersweet Drive
Bartlett, IL 60103
ddinges@bartlett.il.gov

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

David Hyder
Senior Principal
Stantec Consulting Services, Inc.
1101 14th Street NW, Suite 1200
Washington DC 20005
David.hyder@stantec.com

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 Courts of Cook County, Illinois.

G. Entire Agreement. This Agreement, including Group Exhibit A, 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 attached to this Agreement is hereby incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibits and the text of this Agreement, the text of this Agreement shall control.

THE VILLAGE OF BARTLETT

By: _____
Village Administrator

STANTEC CONSULTING SERVICES, INC.

By: _____

Title: _____



Agenda Item Executive Summary

AGENDA North Ave STP Resurfacing Project -
ITEM: Resolution for Improvement

BOARD OR Board
COMMITTEE: _____

BUDGET IMPACT

Amount	\$319,666	Budgeted	\$350,000
Fund: Motor Fuel Tax (MFT)	Corresponding Activity Measure: N/A		

EXECUTIVE SUMMARY

The Village of Bartlett was awarded Surface Transportation Program (STP) funds for the resurfacing of North Ave between Oak Avenue and Lake Street. These awarded funds will cover 80% of the construction and construction engineering costs with the remaining 20% coming from local funds.

Enclosed is a Resolution for Improvement to be adopted by the Village Board to use MFT dollars for the 20% local contribution. An IGA between the Village of Bartlett and Streamwood for the reimbursement of their portion of the 20% local match will be finalized upon contract award.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution for Improvement Under the Illinois Highway Code

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

MOTION: I MOVE TO APPROVE RESOLUTION 2025-_____, A RESOLUTION AUTHORIZING THE USE OF MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$319,666 TO BE USED TOWARDS THE COST OF CONSTRUCTION OF THE NORTH AVENUE STP RESURFACING PROJECT.

Staff: Nick Talarico, Village Engineer

Date: April 28, 2025

Memo

To: Paula Schumacher, Village Administrator
From: Nick Talarico, Village Engineer
Subject: North Avenue STP Resurfacing Project – Resolution for Improvement
Date: April 28, 2025

Background

The Village of Bartlett was awarded Surface Transportation Program (STP) funds for the resurfacing of approx. 1 mile of North Ave between Oak Avenue and Lake Street. This project will also include sidewalk and curb & gutter removal and replacement, ADA compliant curb ramps and pavement marking. A highlight of this project will be the new on-street bike lane that will be striped along the south side of North Ave between Eastern and Prospect.

The STP funds awarded will cover 80% of the construction and construction engineering costs with the remaining 20% coming from local funds. Since a portion of the project is in Streamwood, an IGA between the Village of Bartlett and Streamwood for the reimbursement of their portion of the 20% local match will be finalized upon contract award. The money reimbursed will be credited back into the MFT account.

Recommendation

Enclosed is a Resolution for Improvement to be adopted by the Village Board to use MFT dollars for the 20% local contribution.

MOTION

I MOVE TO APPROVE RESOLUTION 2025-_____, A RESOLUTION AUTHORIZING THE USE OF MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$319,666 TO BE USED TOWARDS THE COST OF CONSTRUCTION OF THE NORTH AVENUE STP RESURFACING PROJECT.



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
[X] Yes [] No

Resolution Type: Original, Resolution Number: [], Section Number: 16-00089-00-RS

BE IT RESOLVED, by the Board of the Village of Bartlett, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: North Avenue, 1.01, FAU 1345, 00.00, 01.01

For Structures:

Table with 5 columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of full depth pavement patching and a mill and resurface of North Ave between Oak Ave and Lake Street. Also included will be spot sidewalk and curb & gutter removal and replacement, new ADA compliant curb ramps, and a new striped on street bike lane with painted median to separate traffic and cyclists.

2. That there is hereby appropriated the sum of three hundred and nineteen thousand, six hundred and sixty six Dollars (\$319,666.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Lorna Giles, Clerk in and for said Village of Bartlett

of Bartlett in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board of Bartlett at a meeting held on May 06, 2025

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of 05/25

(SEAL, if required by the LPA)

Clerk Signature & Date box

Approved

Regional Engineer Signature & Date box



Agenda Item Executive Summary

AGENDA Resolution for the FY25/26 Motor Fuel Tax
ITEM: (MFT) General Maintenance Program

BOARD OR Board
COMMITTEE:

BUDGET IMPACT

Amount	\$ 4,375,000	Budgeted	\$ 4,375,000
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Fund: MFT Fund **Corresponding Activity Measure:** N/A

EXECUTIVE SUMMARY

Enclosed is a Maintenance Resolution for consideration by the Village Board to use MFT funds for the annual General Maintenance Program. The referenced resolution is being submitted in the amount of \$4,375,000 and will commit funds to these projects. Funds not used will be credited back to the MFT account for use on future projects.

ATTACHMENTS (PLEASE LIST)

Memo, IDOT Resolution for Maintenance

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

MOTION: I MOVE TO APPROVE RESOLUTION 2025-_____, A RESOLUTION AUTHORIZING THE USE OF MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$4,375,000 TO PAY FOR THE COST OF CONSTRUCTION FOR ALL FY2025/2026 MFT GENERAL MAINTENANCE PROGRAM PROJECTS.

Staff: Nick Talarico, Village Engineer

Date: April 28, 2025

Memo

To: Paula Schumacher, Village Administrator
From: Nick Talarico, Village Engineer
Subject: Resolution for the FY25/26 MFT General Maintenance Program
Date: April 28, 2025

Enclosed is a Maintenance Resolution for consideration by the Village Board to use MFT funds for the annual General Maintenance Program. This program includes street resurfacing, crack sealing pavements, pavement marking, pavement preservation, sidewalk/curb and gutter repairs, and bike path maintenance. The resolution consists of the following items and amounts:

• Various Streets Resurfacing	\$ 3,500,000.00
• Sidewalk / Curb & Gutter Repairs	\$ 150,000.00
• Sidewalk Trip Hazard Removal	\$ 75,000.00
• Pavement Marking	\$ 75,000.00
• Crack Sealing	\$ 75,000.00
• Pavement Preservation	\$ 250,000.00
• Engineering	\$ 250,000.00
	\$ 4,375,000.00

The referenced resolution is being submitted in the amount of \$4,375,000 and will commit funds to these projects. Funds not used will be credited back to the MFT account for use on other projects.

I am requesting that you place this resolution on the next available Board agenda for action.

MOTION

MOVE TO APPROVE RESOLUTION #2025-____-R, A RESOLUTION AUTHORIZING THE USE OF MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$4,375,000 TO PAY FOR THE COST OF CONSTRUCTION FOR ALL FY2025/2026 MFT GENERAL MAINTENANCE PROGRAM PROJECTS.



Resolution for Maintenance Under the Illinois Highway Code

Table with 5 columns: District, County, Resolution Number, Resolution Type, Section Number. Values: 1, Cook, [blank], Original, 25-00000-00-GM

BE IT RESOLVED, by the Board of the Village of Bartlett, Illinois that there is hereby appropriated the sum of four million, three hundred and seventy five thousand Dollars (\$4,375,000.00) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/25 to 04/30/26.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Village of Bartlett shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Lorna Giless, Clerk in and for said Village of Bartlett, in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Board of Bartlett at a meeting held on 05/06/25.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of May, 2025.

(SEAL, if required by the LPA)

Clerk Signature & Date

Empty box for Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date Department of Transportation

Empty box for Regional Engineer Signature & Date



Agenda Item Executive Summary

AGENDA 2025 Various Streets Resurfacing Project
ITEM: _____

BOARD OR Board
COMMITTEE: _____

BUDGET IMPACT

Amount	\$ 1,946,968.41	Budgeted	\$ 3,500,000
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Fund: MFT Fund	Corresponding Activity Measure: N/A
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EXECUTIVE SUMMARY

On April 10th, 2025, a notice to bidders was published in the IDOT Contractor's Bulletin and on the Village website soliciting bids for the "2025 Various Streets Resurfacing Project".

The bid opening was held on April 25th, 2025 and the Village received six (6) bid proposals by prospective bidders, all of which qualified for review. A bid tabulation sheet is attached for reference.

The bids ranged from \$1,946,968.41 to \$2,281,023.04 with Schroeder Asphalt Services, Inc. being the lowest bidder. Schroeder Asphalt Services, Inc. is a well know paving contractor in the Chicagoland Suburbs and has satisfactorily completed resurfacing projects for the Village in the past.

RECOMMENDATION

Staff recommends awarding the contract to Schroeder Asphalt Services, Inc. for the 2023 Various Streets Resurfacing Project.

ATTACHMENTS (PLEASE LIST)

Memo, Bid Tab, LPA Formal Contract, Resolution

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

MOTION: I MOVE TO APPROVE RESOLUTION # 2025-____-R, A RESOLUTION APPROVING OF THE 2025 VARIOUS STREETS RESURFACING PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SCHROEDER ASPHALT SERVICES, INC.

Staff: Ashwin Saravanapandian, Civil Engineer

Date: April 28, 2025

Memo

To: Paula Schumacher, Village Administrator
From: Ashwin Saravanapandian, Civil Engineer
Subject: **2025 Various Streets Resurfacing Project**
Date: April 28, 2025

On April 10, 2025, a notice to bidders was published in the IDOT Contractor's Bulletin and on the Village website soliciting bids for the "2025 Various Streets Resurfacing Project".

The work consists of asphalt surface removal, pavement patching, asphalt binder and surface courses, drainage structure adjustments, the removal and replacement of sidewalk/curb & gutter, pavement marking, and landscape restoration.

The bid opening was held on April 25th and the Village received six (6) bid proposals by prospective bidders, all of which qualified for review. A bid tabulation sheet is attached for reference.

The bids ranged from \$1,946,968.41 to \$2,281,023.04 with Schroeder Asphalt Services, Inc. being the lowest bidder. Schroeder Asphalt Services, Inc. is a well know paving contractor in the Chicagoland Suburbs and has satisfactorily completed resurfacing projects for the Village in the past.

RECOMMENDATION

Staff recommends awarding the contract to Schroeder Asphalt Services, Inc. for the 2025 Various Streets Resurfacing Project.

MOTION

I MOVE TO APPROVE RESOLUTION # 2025-____-R, A RESOLUTION APPROVING OF THE 2025 VARIOUS STREETS RESURFACING PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SCHROEDER ASPHALT SERVICES, INC.



VILLAGE OF BARTLETT
2025 Various Streets Resurfacing Project
 BID TABULATION
 Bid Opening: 4/25/2025 @ 10:00 AM

Item No	Code No	Items	Unit	Quantity	SCHROEDER ASPHALT SERVICES, INC. P.O. BOX 831 HUNTLEY, IL 60142		EVERLAST BLACKTOP 7N540 IL RT. 25 ELGIN IL, 60120		A LAMP CONCRETE CONTRACTORS, INC. 1900 Wright Blvd Schaumburg, IL 60193		PLOTE CONSTRUCTION INC 1100 BRANDT DRIVE HOFFMAN ESTATES, IL 60192		BUILDERS PAVING, LLC 4401 ROOSEVELT ROAD HILLSIDE, IL 60162		BROTHERS ASPHALT PAVING, INC. 315 S STEWART AVENUE ADDISON, IL 60101	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	20200100	EARTH EXCAVATION	CU YD	40.0	\$65.00	\$2,600.00	\$50.00	\$2,000.00	\$58.00	\$2,320.00	\$50.00	\$2,000.00	\$40.00	\$1,600.00	\$60.00	\$2,400.00
2	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	40.0	\$1.00	\$40.00	\$50.00	\$2,000.00	\$30.00	\$1,200.00	\$50.00	\$2,000.00	\$40.00	\$1,600.00	\$60.00	\$2,400.00
3	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	802.0	\$4.35	\$3,488.70	\$5.00	\$4,010.00	\$6.25	\$5,012.50	\$6.00	\$4,812.00	\$6.00	\$4,812.00	\$6.30	\$5,052.60
4	25000210	SEEDING, CLASS 2A	ACRE	0.17	\$7,490.00	\$1,273.30	\$1,500.00	\$255.00	\$9,500.00	\$1,615.00	\$14,200.00	\$2,414.00	\$14,000.00	\$2,380.00	\$14,860.59	\$2,526.30
5	28000510	INLET FILTERS	EACH	138.0	\$145.00	\$20,010.00	\$10.00	\$1,380.00	\$15.00	\$2,070.00	\$135.00	\$18,630.00	\$135.00	\$18,630.00	\$141.75	\$19,561.50
6	25100630	EROSION CONTROL BLANKET	SQ YD	802.0	\$10.20	\$8,180.40	\$2.00	\$1,604.00	\$5.25	\$4,210.50	\$1.50	\$1,203.00	\$1.50	\$1,203.00	\$1.58	\$1,267.16
7	31101200	SUB GRAN MAT B4	SQ YD	55.0	\$5.00	\$275.00	\$6.00	\$330.00	\$12.00	\$660.00	\$10.00	\$550.00	\$1.00	\$55.00	\$1.04	\$57.20
8	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	41,579.0	\$0.01	\$415.79	\$0.01	\$415.79	\$0.01	\$415.79	\$0.01	\$415.79	\$0.01	\$415.79	\$0.20	\$8,315.80
9	40603200	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	2,588.0	\$105.00	\$271,740.00	\$108.14	\$279,866.32	\$112.00	\$289,856.00	\$115.00	\$297,620.00	\$100.00	\$258,800.00	\$104.00	\$269,152.00
10	40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	5,175.0	\$84.50	\$437,287.50	\$87.87	\$454,727.25	\$87.00	\$450,225.00	\$74.00	\$382,950.00	\$82.00	\$424,350.00	\$86.00	\$445,050.00
11	42001300	PROTECTIVE COAT	SQ YD	3,344.0	\$0.02	\$66.88	\$5.00	\$16,720.00	\$1.00	\$3,344.00	\$1.50	\$5,016.00	\$0.01	\$33.44	\$0.01	\$33.44
12	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	673.0	\$9.10	\$6,124.30	\$12.00	\$8,076.00	\$9.25	\$6,225.25	\$10.00	\$6,730.00	\$8.75	\$5,888.75	\$9.10	\$6,124.30
13	44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	61,598.0	\$1.80	\$110,876.40	\$2.21	\$136,131.58	\$2.55	\$157,074.90	\$2.70	\$166,314.60	\$3.25	\$200,193.50	\$2.08	\$128,123.84
14	44000600	SIDEWALK REMOVAL	SQ FT	2,730.0	\$1.25	\$3,412.50	\$2.00	\$5,460.00	\$1.35	\$3,685.50	\$2.00	\$5,460.00	\$1.00	\$2,730.00	\$1.04	\$2,839.20
15	60255500	MANHOLES TO BE ADJUSTED	EACH	5.0	\$620.00	\$3,100.00	\$650.00	\$3,250.00	\$575.00	\$2,875.00	\$600.00	\$3,000.00	\$600.00	\$3,000.00	\$630.00	\$3,150.00
16	70102640	TR CONT & PROT 7015801	LS	1.0	\$34,000.00	\$34,000.00	\$60,000.00	\$60,000.00	\$174,750.00	\$174,750.00	\$21,272.22	\$21,272.22	\$131,577.02	\$131,577.02	\$45,647.00	\$45,647.00
17	78000100	THPL PVT MK LTR. & SYM	SQ FT	350.0	\$6.15	\$2,152.50	\$8.00	\$2,800.00	\$5.75	\$2,012.50	\$5.75	\$2,012.50	\$6.00	\$2,100.00	\$6.30	\$2,205.00
18	78000200	THPL PVT MK LINE 4	FOOT	14,192.0	\$0.81	\$11,495.52	\$3.00	\$42,576.00	\$0.76	\$10,785.92	\$1.00	\$14,192.00	\$1.00	\$14,192.00	\$1.03	\$14,617.76
19	7800400	THPL PVT MK LINE 6	FOOT	2,509.0	\$0.98	\$2,458.82	\$4.00	\$10,036.00	\$0.91	\$2,283.19	\$0.91	\$2,283.19	\$1.50	\$3,763.50	\$1.58	\$3,964.22
20	7800600	THPL PVT MK LINE 12	FOOT	950.0	\$3.50	\$3,325.00	\$5.00	\$4,750.00	\$3.25	\$3,087.50	\$3.25	\$3,087.50	\$3.00	\$2,850.00	\$3.15	\$2,992.50
21	7800650	THPL PVT MK LINE 24	FOOT	302.0	\$6.00	\$1,812.00	\$6.00	\$1,812.00	\$5.60	\$1,691.20	\$5.60	\$1,691.20	\$6.00	\$1,812.00	\$6.30	\$1,902.60
22	X6030310	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	25.0	\$985.00	\$24,625.00	\$890.00	\$22,250.00	\$795.00	\$19,875.00	\$950.00	\$23,750.00	\$950.00	\$23,750.00	\$997.50	\$24,937.50
23	VOB1	CONSTRUCTION INFORMATION SIGN	EACH	11.0	\$465.00	\$5,115.00	\$250.00	\$2,750.00	\$550.00	\$6,050.00	\$600.00	\$6,600.00	\$450.00	\$4,950.00	\$470.40	\$5,174.40
24	VOB2	INLETS TO BE ADJUSTED	EACH	71.0	\$465.00	\$33,015.00	\$600.00	\$42,600.00	\$650.00	\$46,150.00	\$480.00	\$34,080.00	\$480.00	\$34,080.00	\$504.00	\$35,784.00
25	VOB3	CLASS D PATCHES, 4"	SQ YD	1,232.0	\$33.00	\$40,656.00	\$40.50	\$49,896.00	\$35.00	\$42,640.00	\$50.00	\$61,600.00	\$15.00	\$18,480.00	\$30.00	\$36,960.00
26	VOB3	COMB CC&G REM&REP M-4.12	FT	13,422.0	\$29.80	\$399,975.60	\$39.00	\$523,458.00	\$35.00	\$469,770.00	\$35.00	\$469,770.00	\$30.00	\$402,660.00	\$31.09	\$417,289.98
27	VOB4	COMB CC&G REM&REP B-6.12	FT	2,433.0	\$32.40	\$78,829.20	\$40.00	\$97,320.00	\$38.25	\$93,062.25	\$35.00	\$85,155.00	\$30.00	\$72,990.00	\$31.09	\$75,641.97
28	VOB5	HMA DRIVE PAVT, REM&REP 4"	SQ YD	461.0	\$38.00	\$17,518.00	\$40.50	\$18,670.50	\$43.00	\$19,823.00	\$125.00	\$57,625.00	\$60.00	\$27,660.00	\$40.00	\$18,440.00
29	VOB7	HMA DRIVE PAVT, REM&REP 6"	SQ YD	37.0	\$53.00	\$1,961.00	\$54.00	\$2,008.00	\$72.00	\$2,664.00	\$204.00	\$7,548.00	\$120.00	\$4,440.00	\$60.00	\$2,220.00
30	VOB8	PCC DRIVEWAY REM&REP 6"	SQ YD	175.0	\$107.00	\$18,725.00	\$114.00	\$19,950.00	\$100.00	\$17,500.00	\$79.00	\$13,825.00	\$90.00	\$15,750.00	\$93.60	\$16,380.00
31	VOB9	PCC SIDEWALK, REM&REP 5"	SQ FT	29,422.0	\$10.80	\$317,757.60	\$11.90	\$350,121.80	\$9.00	\$264,798.00	\$9.50	\$279,509.00	\$9.75	\$286,864.50	\$9.88	\$290,689.36
32	VOB10	PCC SIDEWALK, REM&REP 6"	SQ FT	5,622.0	\$11.80	\$66,339.60	\$12.40	\$69,712.80	\$10.50	\$59,031.00	\$9.50	\$53,409.00	\$9.75	\$54,814.50	\$9.88	\$55,545.36
33	VOB11	DETECTABLE WARNINGS	SF	848.0	\$21.60	\$18,316.80	\$52.00	\$44,096.00	\$25.00	\$21,200.00	\$32.00	\$27,136.00	\$20.00	\$16,960.00	\$20.80	\$17,638.40
AS READ TOTAL						\$1,946,968.41		\$2,281,023.04		\$2,169,963.00		\$2,063,661.00		\$2,045,385.00		\$1,964,083.39
TOTAL						\$1,946,968.41		\$2,281,023.04		\$2,169,963.00		\$2,063,661.00		\$2,045,385.00		\$1,964,083.39



Local Public Agency Formal Contract

Contractor's Name Schroeder Asphalt Services, Inc.			
Contractor's Address PO Box 831	City Huntley	State IL	Zip Code 60142

STATE OF ILLINOIS

Local Public Agency Village of Bartlett	County Cook	Section Number 25-00000-01-GM
Street Name/Road Name 2025 Various Streets	Type of Funds MFT	

CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved
Highway Commissioner Signature & Date

Submitted/Approved
County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed
Signature & Date

Nicholas F. Talarico 4-25-25

Official Title
Village Engineer

Department of Transportation

Concurrence in approval of award
Regional Engineer Signature & Date

On Behalf of IDOT - Pursuant to Agreement Of Understanding Dated July 14th, 2023.



Local Public Agency Village of Bartlett	Local Street/Road Name 2025 Various Streets	County Cook	Section Number 25-00000-01-GM
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1. THIS AGREEMENT, made and concluded the 25th day of April 2025 between the Village of Bartlett, known as the party of the first part, and Schroeder Asphalt Services, Inc., its successor, and assigns, known as the party of the second part.
2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 25-00000-01-GM in Village of Bartlett, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.
4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The Village of Bartlett
Local Public Agency Type Name of Local Public Agency

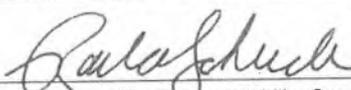
Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date
 By:

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date
 By:  04/25/2025

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part
 By:

(If a Partnership)

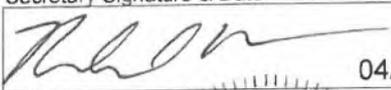
Partner Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of
 Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Attest:
 Secretary Signature & Date
 04/25/2025

(SEAL, if required by the LPA)



Completed 04/25/25

RESOLUTION 2025 - _____

**A RESOLUTION APPROVING OF THE 2025 VARIOUS STREETS RESURFACING
PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND
SCHROEDER ASPHALT SERVICES, INC.**

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

SECTION ONE: 2025 Various Streets Resurfacing Project Agreement dated May 6, 2025, between the Village of Bartlett and Schroeder Asphalt Services, 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: May 6, 2025

APPROVED: May 6, 2025

ATTEST:

Daniel Gunsteen, Village President

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 2023 - _____ enacted on July 18, 2023, and approved on July 18, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

AGENDA North Ave STP Resurfacing Project - Joint
ITEM: Funding Agreement

BOARD OR Board
COMMITTEE: _____

BUDGET IMPACT

Amount	\$319,666	Budgeted	\$319,666
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Fund: Motor Fuel Tax (MFT)	Corresponding Activity Measure: N/A
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EXECUTIVE SUMMARY

The Village of Bartlett was awarded Surface Transportation Program (STP) funds for the resurfacing of North Ave between Oak Avenue and Lake Street. These awarded funds will cover 80% of the construction and construction engineering costs with the remaining 20% coming from local funds.

The enclosed Joint Funding Agreement will be between the Village of Bartlett and IDOT and states the Village has sufficient funds and agrees to pay the 20% local match per the STP funding requirements.

ATTACHMENTS (PLEASE LIST)

Memo, Joint Funding Agreement for Federally Funded Construction

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

MOTION: I MOVE TO APPROVE RESOLUTION 2025-_____, A RESOLUTION AUTHORIZING THE JOINT FUNDING AGREEMENT FOR FEDERALLY FUNDED CONSTRUCTION BETWEEN THE VILLAGE OF BARTLETT AN IDOT FOR THE NORTH AVENUE STP RESURFACING PROJECT.

Staff: Nick Talarico, Village Engineer

Date: April 28, 2025

Memo

To: Paula Schumacher, Village Administrator
From: Nick Talarico, Village Engineer
Subject: North Avenue STP Resurfacing Project – Joint Funding Agreement
Date: April 28, 2025

Background

The Village of Bartlett was awarded Surface Transportation Program (STP) funds for the resurfacing of approx. 1 mile of North Ave between Oak Avenue and Lake Street. These awarded funds will cover 80% of the construction and construction engineering costs with the remaining 20% coming from local funds.

The enclosed Joint Funding Agreement for Federally Funded Construction outlines all the administrative and fiscal responsibilities of both the Village of Bartlett and IDOT for federally funded projects. By execution of this agreement, the Village of Bartlett agrees that sufficient funds have been appropriated for the local 20% match and agrees to pay that amount. See agenda item "North Ave STP Resurfacing Project – Resolution for Improvement" for the resolution that approves this amount.

MOTION

I MOVE TO APPROVE RESOLUTION 2025-_____, A RESOLUTION AUTHORIZING THE JOINT FUNDING AGREEMENT FOR FEDERALLY FUNDED CONSTRUCTION BETWEEN THE VILLAGE OF BARTLETT AN IDOT FOR THE NORTH AVENUE STP RESURFACING PROJECT.



**Joint Funding Agreement for
Federally Funded Construction**

LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
Village of Bartlett		Cook	16-00089-00-RS
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAP	03-22-0023

Construction

State Job Number	Project Number
C-91-146-23	IJ41(587)

Local Let/Day Labor
 Construction on State Letting
 Construction Engineering
 Utilities
 Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
			From	To
North Avenue	FAU 1345	1.01 miles	00.00	01.01

Location Termini
Oak Avenue to Lake Street

Current Jurisdiction	Existing Structure Number(s)	Remove
Village of Bartlett and Village of Streamwood	N/A	

PROJECT DESCRIPTION

The scope of work includes milling and resurfacing North Avenue from Oak Avenue to Lake Street. Full depth pavement patching and aggregate base repair will be completed to rehabilitate sections of the existing pavement in poor condition. Spot sidewalk and curb ramp, and curb and gutter removal and replacement are also proposed. New pavement marking will include on street bike lanes with painted median separation from traffic lanes. The proposed project will tie into the recently completed intersection improvements just west of Lake Street.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Bartlett	16-00089-00-RS	C9114623	IJ41(587)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "STATE". The STATE and LPA jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "FHWA".

I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The STATE may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the LPA by the STATE or the federal funding source, (ii) the Governor or STATE reserves funds, or (iii) the Governor or STATE determines that funds will not or may not be available for payment. The STATE shall provide notice, in writing, to LPA of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the STATE, the STATE must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the STATE determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the STATE may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the STATE without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If LPA fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The LPA certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. LPA certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is LPA's responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The LPA certifies to the best of its knowledge that its officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. LPA certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. LPA certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the LPA, or its affiliate(s), is/are delinquent in the payment of any debt to the STATE, unless the LPA, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and STATE acknowledges the LPA may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The LPA certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

Local Public Agency	Section Number	State Job Number	Project Number
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commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

- c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
- d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 Construction of Fixed Works. The LPA certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the LPA shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 Criminal Convictions. The LPA certifies that neither it nor any managerial agent of LPA has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The LPA further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that STATE shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 Improper Influence. The LPA certifies that no funds have been paid or will be paid by or on behalf of the LPA to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the LPA certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 Telecom Prohibition. The LPA certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The LPA certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the LPA may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- a. the employee, officer, board member, or agent;
 - b. any member of his or her immediate family;
 - c. his or her partner; or
 - d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that LPA's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The STATE may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the LPA relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the LPA from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 Organizational Conflict of Interest - The LPA certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or LPA or impair the objectivity in performing the contract work.
- 2.13 Accounting System. The LPA certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

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pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the LPA shall use reasonable efforts to ensure that funding streams are delineated within LPA's accounting system. See 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

- 3.1 Single Audits: The LPA shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, LPA expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), LPA must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the STATE (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the STATE (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes.

- 3.2 STATE Audits: The STATE may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The LPA agrees to implement any audit findings contained in the STATE's authorized inspection or review, final audit, the STATE's independent audit, or as a result of any duly authorized inspection or review.
- 3.3 Record Retention. The LPA shall maintain for three (3) years from the date of final project closeout by the STATE, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 Accessibility of Records. The LPA shall permit, and shall require its contractors and auditors to permit, the STATE, and any authorized agent of the STATE, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the LPA with regard to the Project. The LPA in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized STATE representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the STATE's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the STATE (including auditors), by the state of Illinois or by federal statute. The LPA shall cooperate fully in any such audit or inquiry.
- 3.5 Failure to maintain the books and records. Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 LPA Appropriation Requirement. By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 Reimbursement Requests: For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
- 4.4 Financial Integrity Review and Evaluation (FIRE) program: LPA's and the STATE must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the STATE within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 Final Invoice: The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice

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may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 **Project Closeout:** The LPA shall provide the final report to the appropriate STATE district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the STATE, and the FHWA if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the STATE and the FHWA.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the LPA, the LPA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LPA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LPA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved LPA DBE Program or on STATE awarded contracts, this agreement shall be administered under the provisions of the STATE'S USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the STATE. The LPA will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Bartlett	16-00089-00-RS	C9114623	IJ41(587)

- 6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:
- a. To reimburse the LPA for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the LPA;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by STATE inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the STATE.

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1. Division of Cost
<input checked="" type="checkbox"/>	2. Location Map
<input checked="" type="checkbox"/>	3. Risk Assessment
<input checked="" type="checkbox"/>	4. Attestations
<input checked="" type="checkbox"/>	5. Resolution*
<input checked="" type="checkbox"/>	6. Maintenance and Jurisdiction Agreement
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Bartlett	16-00089-00-RS	C9114623	IJ41(587)

AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Daniel Gunsteen

Title of Official

Mayor

Signature _____ Date _____

The above signature certifies the agency's TIN number is
366005784 conducting business as a Governmental Entity.

DUNS Number 033591207

UEI NM39KFG5LJZ1

APPROVED

State of Illinois
 Department of Transportation

Omer Osman, P.E., Secretary of Transportation _____ Date _____

By:
 George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets _____ Date _____

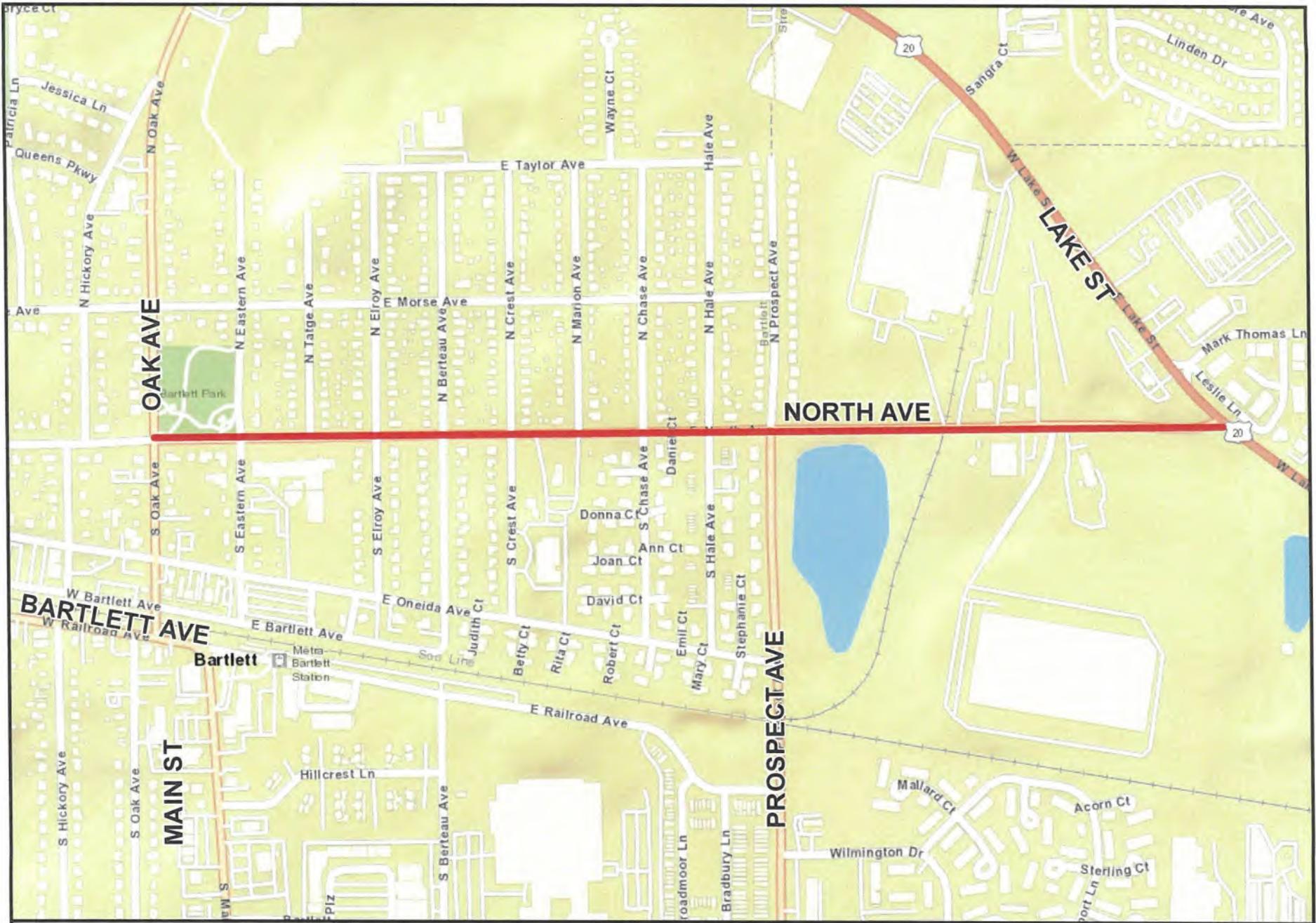
Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer _____ Date _____

Michael Prater, Chief Counsel _____ Date _____

Vicki Wilson, Chief Fiscal Officer _____ Date _____

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

Please check this box to open a fillable Resolution form within this form.



CHASTAIN & ASSOCIATES LLC
CONSULTING ENGINEERS

Legend
— Project Location

Local Project Location Map
North Avenue Resurfacing
Village of Bartlett

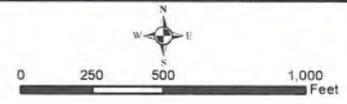


Exhibit
B

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
Village of Bartlett	16-00089-00-RS	Cook		

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	0 points - no significant changes in the last 4 or more years; 1 point - minor changes, but majority of key staff and officials have not changed in the last 4 years; 2 points - significant key staff or elected leadership changes within the last 3 years; 3 points - significant key staff and elected leadership changes within the last 3 years	0
	What is the LPA's history with federal-aid funded transportation projects?	0 points - One or more federal-aid funded transportation projects initiated per year; 1 point - At least one project initiated within the past three years; 2 points - AT least one project initiated within the past 5 years; 3 points - None or more than 5 years	2
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	0 points - Full-time employee with experience designated as being in "responsible charge"; 1 point - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; 2 points - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; 3 points - LPA staff have no prior experience or technical expertise and relying solely on consultant	1
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	0 points - No; 1 point - Delays of 6 or more months; 2 points - Delays of up to 1 year; 3 points - 1 year or more years of delay	0
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	0 points - yes; 3 points - no	0
	What is the LPA's accounting system?	0 points - Automated accounting software; 1 point - Spreadsheets; 2 points - paper only; 3 points - none	0
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	0 points - yes; 3 points - no	0
Audits	When was the last time a financial statement audit was conducted?	0 points - in the past year; 1 point - in the past two years; 2 points - in the past three years; 3 points - 4 years or more, or never	0
	What type of financial statement audit has the organization had conducted?	0 points - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; 1 point - Financial review?; 2 points Other type? or no audit required; 3 points - none	0
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	0 points - no; 3 points - yes, or no audits required	0
	Have the findings been resolved?	0 points - yes or no findings; 1 point - in progress; 3 points - no	0

Summary of Risk	
General History of Performance	3
Financial Controls	0
Audits	0
Total	3

District Review Signature & Date

Fely Gregorio

Digitally signed by Fely Gregorio
Date: 2025.01.14 06:52:30
-06'00'

Central Office Review Signature & Date

Teresa Cline

Digitally signed by Teresa Cline
Date: 2025.01.17 17:00:32
-06'00'

Additional Requirements? Yes No

Local Public Agency	Section Number	State Job Number	Project Number
Village of Bartlett	16-00089-00-RS	C9114623	

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did Village of Bartlett LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?

Yes No

2. Does the Village of Bartlett LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current Village of Bartlett LPA fiscal year?

Yes No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the Village of Bartlett LPA performed a single audit for their previous fiscal year?

Yes No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)?

Yes No

b. For the current fiscal year, does the Village of Bartlett LPA intend to comply with Subpart F of 2 CFR 200?

Yes No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
Nicholas Talarico, PE	Village Engineer	Village of Bartlett

Signature & Date
 1-10-25

SCHEDULE 5 –
LPA APPROPRIATION RESOLUTION

Please attach the completed/signed LPA
Appropriation Resolution

Please note: The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.



Agenda Item Executive Summary

AGENDA ITEM: North Ave STP Resurfacing Project - Phase III Construction Engineering Contract Award

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount	\$319,666	Budgeted	\$319,666
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Fund: Motor Fuel Tax (MFT)	Corresponding Activity Measure: N/A
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EXECUTIVE SUMMARY

The Village of Bartlett was awarded Surface Transportation Program (STP) funds for the resurfacing of North Ave between Oak Avenue and Lake Street. Per the requirements of STP funding, Phase III Construction Engineering is required, and staff utilized the Qualification Based Selection process to select a consultant.

Recommendation

Staff recommend awarding Chastain and Associates LLC the Phase III Construction Engineering contract for the North Avenue STP Resurfacing Project. Chastain and Associates were responsible for the design of the North Avenue resurfacing plans and have performed satisfactory work for the Village of Bartlett in the past.

ATTACHMENTS (PLEASE LIST)

Memo, LPA Engineering Service Agreement, Resolution

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

MOTION: I MOVE TO APPROVE RESOLUTION 2025-_____, A RESOLUTION APPROVING THE LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CHASTAIN AND ASSOCIATES LLC FOR PHASE III CONSTRUCTION ENGINEERING FOR THE NORTH AVENUE STP RESURFACING PROJECT.

Staff: Nick Talarico, Village Engineer

Date: April 28, 2025

Memo

To: Paula Schumacher, Village Administrator
From: Nick Talarico, Village Engineer
Subject: **North Avenue STP Resurfacing Project – Phase III Construction Engineering Contract Award**
Date: April 28, 2025

Background

The Village of Bartlett was awarded Surface Transportation Program (STP) funds for the resurfacing of approx. 1 mile of North Ave between Oak Avenue and Lake Street. This project will also include sidewalk and curb & gutter removal and replacement, ADA compliant curb ramps and pavement marking.

Per the requirements of STP funding, Phase III Construction Engineering is required, and staff utilized the Qualification Based Selection process to select a consultant. On January 17th, the Village posted a solicitation for Statements of Interest for Phase III Construction Engineering and received 3 responses from qualified engineering firms by the January 31st deadline. Staff evaluated the SOIs for the firm most qualified for the project.

Recommendation

Staff recommend awarding Chastain and Associates LLC the Phase III Construction Engineering contract for the North Ave STP Resurfacing project. Chastain and Associates were responsible for the design of the North Avenue resurfacing plans and have performed satisfactory work for the Village of Bartlett in the past.

MOTION

I MOVE TO APPROVE RESOLUTION 2025-_____, A RESOLUTION APPROVING THE LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CHASTAIN AND ASSOCIATES LLC FOR PHASE III CONSTRUCTION ENGINEERING FOR THE NORTH AVENUE STP RESURFACING PROJECT.



Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Village of Bartlett	Cook	16-00089-00-RS	C-91-146-23
Project Number	Contact Name	Phone Number	Email
IJ41(587)	Daniel Dinges	(630) 837-0811	ddinges@vbartlett.org

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
North Avenue	FAU 1345	1.01 miles	N/A
Location Termini			<input type="button" value="Add Location"/>
Oak Avenue to Lake Street			<input type="button" value="Remove Location"/>

Project Description
 The scope of work includes milling and resurfacing North Avenue from Oak Avenue to Lake Street. Full depth pavement patching and aggregate base repair will be completed to rehabilitate sections of the existing pavement in poor condition. Spot sidewalk and curb ramp, and curb and gutter removal and replacement are also proposed. The proposed project will tie into the recently completed intersection improvements just west of Lake Street.

Engineering Funding Federal MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Chastain & Associates LLC	Mike Hartwig	(815) 978-3503	mhartwig@chastainengineers.com
Address	City	State	Zip Code
900 National Parkway Suite 320	Schaumburg	IL	60173

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge: A full time LPA employee authorized to administer inherently governmental PROJECT activities

Contractor

Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)
- EXHIBIT E: CECS (Rubino) _____
- EXHIBIT F: Form BC 775 _____
- EXHIBIT G: Form BC 776 _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Lump Sum

Specific Rate

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error

or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee in Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Chastain & Associates LLC	37-074576	\$102,414.00
Subconsultants		
Rubino Engineering, Inc.	80-0450719	\$19,852.00
	Subconsultant Total	\$19,852.00
	Prime Consultant Total	\$102,414.00
	Total for all work	\$122,266.00

AGREEMENT SIGNATURES

Attest: The of

By (Signature & Date)

By (Signature & Date)

Local Public Agency Type
 Clerk

Title

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

By (Signature & Date)
Mike Hartwig, P.E., Digitally signed by Mike Hartwig,
CPII P.E., CPII
Date: 2025.04.01 13:35:50 -05'00'

By (Signature & Date)
Steve Frerichs Digitally signed by Steve Frerichs
Date: 2025.04.01 13:16:02 -05'00'

Title

Title

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Bartlett	Chastain & Associates LLC	Cook	16-00089-00-RS

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Chastain & Associates LLC scope of services for the North Avenue Phase III project shall include the items as noted below.

- Attend Pre-Construction Meeting with LPA, IDOT, Contractor and stakeholders.
- Layout project removal limits for Contractors use in completing improvements.
- Conduct inspections during periods of Contractor activity and document daily activity following IDOT documentation policies using the CMMS project documentation system.
- Document, measure and coordinate project quantities.
- Prepare and process pay estimates.
- Verify and document material certifications and quality.
- Coordinate Material QA services with subconsultant Rubino Engineering, Inc.
- Assist Village in coordination of project documentation with IDOT and Contractor.
- Prepare final project documentation and coordinate project close out with IDOT, coordinating project audits and document review.

Services to be provided by Rubino Engineering, Inc. shall cover Material QA.

- Rubino shall coordinate material inspection and testing services with Chastain for Concrete and Hot Mix Asphalt products and placement.
- Material QA Services shall be provided in compliance with IDOT's Project Procedures Guide for sampling and testing requirements.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Bartlett	Chastain & Associates LLC	Cook	16-00089-00-RS

**EXHIBIT B
PROJECT SCHEDULE**

Project CE services is anticipated to start in early May with construction starting June 2nd with completion scheduled for August 1st with 5 additional working days. It is anticipated that project documentation and close-out will be completed near the end of October 2025.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Bartlett	Chastain & Associates LLC	Cook	16-00089-00-RS

**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
Technical Approach	20%
Firm Experience	20%
Specialized Expertise	10%
Staff Capabilities	20%
Past Performance on Similar Projects	30%

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

Top three consultants ranked for this project in order

1	Chastain & Associates, LLC
2	Engineering Resource Associates, Inc. (ERA)
3	Mackie Consultants, LLC

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Village of Bartlett	Chastain & Associates LLC	Cook	16-00089-00-RS
16 LPA is a home rule community (Exempt from QBS).			<input checked="" type="checkbox"/> <input type="checkbox"/>



Local Public Agency Village of Bartlett	County Cook	Section Number 16-00089-00-RS
Prime Consultant (Firm) Name Chastain & Associates LLC	Prepared By Mike Hartwig	Date 3/21/2025
Consultant / Subconsultant Name Chastain & Associates LLC	Job Number C-91-146-23	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	8	MONTHS	OVERHEAD RATE	161.94%
START DATE	5/1/2025		COMPLEXITY FACTOR	0
RAISE DATE	12/31/2025		% OF RAISE	3.00%
END DATE	12/31/2025			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	5/1/2025	12/31/2025	8	100.00%

The total escalation = 0.00%

Local Public Agency
 Village of Bartlett

County
 Cook

Section Number
 16-00089-00-RS

Consultant / Subconsultant Name
 Chastain & Associates LLC

Job Number
 C-91-146-23

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	34	\$65.00	\$2,210.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$2,210.00

BLR 05514 (Rev. 02/06/25)
 DIRECT COSTS



Local Public Agency Village of Bartlett	County Cook	Section Number 16-00089-00-RS
Prime Consultant (Firm) Name Chastain Engineers	Prepared By Michelle Lipinski	Date 4/1/2025
Consultant / Subconsultant Name Rubino Engineering, Inc.	Job Number C-91-146-23	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Contract 61L22. HMA QA Testing is following LR 1030-2 with Nuclear Density Gauge Acceptance.

PAYROLL ESCALATION TABLE

CONTRACT TERM	8	MONTHS	OVERHEAD RATE	176.27%
START DATE	5/1/2025		COMPLEXITY FACTOR	0
RAISE DATE	3/1/2026		% OF RAISE	3.00%
END DATE	12/31/2025			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	5/1/2025	12/31/2025	8	100.00%

The total escalation = 0.00%

Local Public Agency

Village of Bartlett

County

Cook

Section Number

16-00089-00-RS

Consultant / Subconsultant Name

Rubino Engineering, Inc.

Job Number

C-91-146-23

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	15	\$65.00	\$975.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	3	\$468.25	\$1,404.75
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Nuclear Gauge	Inhouse Direct Cost	5	\$50.00	\$250.00
Standard Proctor	Inhouse Direct Cost		\$267.00	\$0.00
Cylinders	Inhouse Direct Cost	42	\$19.50	\$819.00
				\$0.00
TOTAL DIRECT COSTS:				\$3,448.75

DIR 05514 (Rev. 02/06/25)

DIRECT COSTS



Local Public Agency Resident Construction Supervisor/ In Responsible Charge



Regional Engineer
 Jose Rios

Contract Number	District	Letting Date
61L22	1	04/25/25

Department of Transportation
 Address
 201 West Center Court
 City State Zip Code
 Schaumburg IL 60196

Municipality
 Village of Bartlett
 Route County
 1345 Cook
 Project Number Job Number
 IJ41(587) C-91-146-23
 Section Number
 16-00089-00-RS

- I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.
- I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

Signature (for the local public agency)	Date
<i>Thomas Brenner</i>	3-31-25

Title
 Village Engineer

Applicants Name
 Thomas Brenner, P.E.

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.
 For Consultants: I certify that my firm is pre-qualified in Construction Inspection. Documentation of Contract Quantities certificate number
 24-21763

- Licensed Professional Engineer, State of Illinois 062-063257
 - 40+ years of civil engineering & construction management expertise for IDOT, Illinois Tollway, CDOT, Florida DOT, and various local agencies including:
 Aurora, Illinois Avenue - Resident Engineer
 DuPage County, 2023 Pavement Maintenance - Resident Engineer
 IDOT District One, Various/Variou - Resident Engineer

Signature of Applicant	Date
<i>Thomas Brenner</i>	3/23/2025

Job Title of Applicant
 Resident Engineer

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Regional Engineer Signature	Date Approved



**Illinois Department
of Transportation**

Local Public Agency Construction Inspector



Regional Engineer

Jose Rios

Contract Number	District	Letting Date
61L22	1	04/25/25

Department of Transportation

Address

201 West Center Court

Municipality

Village of Bartlett

Route

1345

County

Cook

City

Schaumburg

State

IL

Zip Code

60196

Project Number

IJ41(587)

Job Number

C-91-146-23

Section Number

16-00089-00-RS

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Approved

Signature and Title of Resident Construction Supervisor

Date

Thomas Brenne

3/23/2025

Applicants Name

Jennifer Stickle

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.

For Consultants Employees: Documentation of Contract Quantities certificate number is 24-21796

- 6+ years of construction inspection & documentation experience for IDOT, Illinois Tollway, and various local agencies including:

City of Aurora, Illinois Avenue - Documentation Technician

DuPage County, 2023 Pavement Maintenance - Documentation Technician

Village of Lake in the Hills, Pingree Road Improvements - Documentation Technician

Village of Wheeling, Northgate Parkway Resurfacing - Documentation Technician

IDOT District One, Various/Variou - Documentation Technician

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

Approved

Signature and Title of In Responsible Charge from BC-775

Date

Wm. Davis

3-31-25

RESOLUTION 2025 - _____-R

A RESOLUTION APPROVING THE LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CHASTAIN AND ASSOCIATES LLC FOR PHASE III CONSTRUCTION ENGINEERING FOR THE NORTH AVENUE STP RESURFACING PROJECT.

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 dated May 6, 2025, between the Village of Bartlett and Chastain and Associates, LLC. (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 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 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: July 18, 2023

APPROVED: July 18, 2023

Daniel Gunsteen, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2025 - _____-R enacted on May 6, 2025 and approved on May 6, 2025, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

**AGENDA
ITEM:**

**OpenGov Asset Management System
Purchase**

**BOARD OR
COMMITTEE: Board**

BUDGET IMPACT

Amount	\$ 87,156.39	Budgeted	\$ 90,000
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Fund: General **Corresponding Activity Measure:**

EXECUTIVE SUMMARY

In conjunction with many goals of the strategic plan, Village staff initiated a comprehensive evaluation of Enterprise Asset Management Systems (EAMS). Staff recommend the implementation of the OpenGov EAMS, the same platform utilized for code compliance, permits and licensing within the Village. The Master Service Agreement is attached for review and is for a 1-year term with 2 additional option years. The initial term includes the costs of implementation and training, so subsequent years will be approximately half the cost. Staff presented OpenGov during the budget proposal and it was included in the approved FY 25/26 budget.

Per the Board’s request, staff reached out to see if we could get a bigger discount for the services, as the Village was already a user on the permitting side. OpenGov has offered to discount the cost of the three-years by 24%.

The Village of Bartlett owns and maintains approximately \$2 billion dollars of infrastructure, and with the implementation of OpenGov, staff will be able to realize operational improvements, improve service and transparency, and continue compliance with regulations and cost savings by performing more proactive and effective preventative maintenance.

RECOMMENDATION

Staff recommends entering into the Master Service Agreement for the purchase of the OpenGov Enterprise Asset Management System.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Order Form, Master Service Agreement

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Continue to enhance and improve efficiency of service delivery methods and approaches
Evaluate, budget and implement water, wastewater and stormwater infrastructure projects
Enhance Communication to stakeholders via an education campaign to increase residents’ awareness of village services
Maintain checks and balances to ensure financial stewardship

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: MOTION TO APPROVE RESOLUTION 32025-____, A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND OPENGOV, INC., FOR SOFTWARE SERVICES

Staff: Tyler Isham, Assistant Director of Public Works

Date: April 28, 2025

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: OpenGov Asset Management System Purchase
Date: April 28, 2025

BACKGROUND

As an objective of the strategic plan goal to “Continue to enhance and improve the efficiency of service delivery methods and approaches”, “evaluate, budget and implement water, wastewater and stormwater infrastructure projects”, and many others, Staff has researched different asset management software to assist the Village, and determined the most suitable to our needs and an easier implementation would be to utilize the OpenGov Asset Management System, the same platform utilized for permits, licensing and code compliance. This was requested and approved in the 25/26 fiscal year budget at the April 15th meeting.

In 2024, the Village initiated a comprehensive evaluation of Enterprise Asset Management Systems (EAMS), led by Public Works in collaboration with GIS and IT departments. While originally intended for Public Works, the scope expanded to include additional departments such as Fleet, GIS, and IT. A series of interviews and workshops helped identify critical system requirements for future implementation. The Village reached out to OpenGov after the department budget presentation, and they have offered to provide a 24% discount on the price for the software and implementation. The Order Form is attached and available for review.

Recent advances in mobile and web technologies have made EAMS more accessible and powerful. Key trends in adoption include:

- Aging infrastructure and deferred maintenance
- Increased demand for transparency and efficiency
- Budget constraints requiring smarter resource use

The proposed EAMS (OpenGov) is already adopted by peer municipalities such as Elk Grove Village, Hoffman Estates, St. Charles, Buffalo Grove, Wheeling, Kane County, McHenry County and many others. Peer feedback via meetings and correspondence confirms high satisfaction and measurable improvements.

DISCUSSION

The Village manages infrastructure valued at over \$2 billion, including streets, signs, lighting, vehicles, and utilities. Current tools do not provide adequate functionality for asset lifecycle tracking, preventative

maintenance, capital budgeting, or risk management. OpenGov will centralize data and support operations across departments by:

- Managing physical assets and associated costs
- Enhancing preventative and predictive maintenance
- Tracking labor, materials, and project lifecycles
- Facilitating inspections, warranties, and compliance
- Supporting capital planning and budgeting with accurate data

As stated during the budget presentation, there are several benefits to utilizing a system like OpenGov, such as:

Operational Improvements: efficiency gains within the department by consolidating different software into one, central location. Staff would be able to share and maintain consistency with information and enhance planning by improving maintenance scheduling, capital planning and using the software to make data-driven decisions of resource allocation.

Improved service and Transparency: integration with OpenGov enhances transparency and responsiveness by providing residents with instant updates on service requests (streetlight out, pothole, etc.) and will allow them to receive these real-time updates.

Stay Up to Date with Regulations: The system can automatically generate reports for regulatory agencies and support compliance with infrastructure inspections and permits, as well as monitor the department's progress in managing the asset lifecycles.

Implementing EAMS consolidates multiple existing software systems, reducing costs and saving staff time. Key financial and strategic advantages include:

- Cost Avoidance: Early detection of issues prevents costly reactive repairs and catastrophic failures.
- Lifecycle Costing: Enables better capital investment decisions by evaluating total cost of asset ownership.
- Long-Term Value: Extends asset life through informed maintenance and replacement planning.

Implementing OpenGov will significantly enhance asset oversight, interdepartmental collaboration, and service delivery to residents. It supports the Village's mission of maintaining a resilient infrastructure while providing excellent public service. Moving forward, staff will continue evaluating integrations and cost-saving opportunities during the system rollout. To complete this, a Master Service Agreement (MSA) is attached for review and will be entered into to begin the process.

RECOMMENDATION

Staff recommends entering into the Master Service Agreement with OpenGov Inc for the purchase of the Enterprise Asset Management System and implementation services.

MOTION

MOVE TO APPROVE RESOLUTION # 2025- _____, A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND OPENGOV, INC., FOR SOFTWARE SERVICES

RESOLUTION 2025 - _____

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND OPENGOV, INC., FOR SOFTWARE SERVICES

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 OpenGov Master Services Agreement and corresponding Order Form between the Village of Bartlett and OpenGov, Inc., for software services (collectively, the "Agreement"), a copy of which is appended hereto as Exhibit A 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:

Daniel Gunsteen, 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 May 6, 2025, and approved on May 6, 2025, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

EXHIBIT A

OpenGov Master Services Agreement and Order Form



OpenGov Inc.
 660 3rd Street, Suite 100
 San Francisco, CA 94107
 United States

Order Form Number: Q-07126
Created On: 04/25/2025
Order Form Expiration: 05/16/2025
Subscription Start Date: 05/01/2025
Subscription End Date: 04/30/2028

Prepared By: Elliott Pipkin
Email: epipkin@opengov.com
Contract Term: 36 Months

Customer Information:

Customer: Village of Bartlett, IL
Bill To/Ship To: 228 S. Main St.
 Bartlett, Illinois
 60103
 United States
Contact Name: Daniel Dinges
Email: ddinges@bartlett.il.gov
Phone: 1 (630) 837-0811

Order Details:

Billing Frequency: Prepaid
Payment Terms: Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
811 Integration	05/01/2025	04/30/2026	\$5,319.27
Asset Management	05/01/2025	04/30/2026	\$19,858.61
Integration Toolkit	05/01/2025	04/30/2026	\$2,978.79
Transportation Domain	05/01/2025	04/30/2026	\$16,851.88
811 Integration	05/01/2026	04/30/2027	\$5,585.23
Asset Management	05/01/2026	04/30/2027	\$20,851.54
Integration Toolkit	05/01/2026	04/30/2027	\$3,127.73

Transportation Domain	05/01/2026	04/30/2027	\$17,694.47
811 Integration	05/01/2027	04/30/2028	\$5,864.50
Asset Management	05/01/2027	04/30/2028	\$21,894.12
Integration Toolkit	05/01/2027	04/30/2028	\$3,284.12
Transportation Domain	05/01/2027	04/30/2028	\$18,579.19

PROFESSIONAL SERVICES:

Product Name	Start Date	Description	Fee
Professional Services Deployment - Prepaid	05/01/2025	Custom Deployment from OpenGov Professional Services team. Scope-dependent.	\$42,147.84

Professional Services Total: \$42,147.84
Travel and Expense (Billed as incurred and not to exceed): \$2,400.00

Customer Billing/Service Periods:

Period:	Total:	
05/01/2025	\$87,156.39	
05/01/2026	\$47,258.97	<i>(Optional Renewal)</i>
05/01/2027	\$49,621.93	<i>(Optional Renewal)</i>

Order Form Legal Terms:

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at <https://opengov.com/terms-of-service/master-services-agreement/>.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work.

Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms

Village of Bartlett, IL:

Signature:

Name:

Title:

Date:

OpenGov, Inc.

Signature:

Name:

Title:

Date:

OpenGov Master Services Agreement

The parties to this Master Services Agreement (this “Agreement”) are OpenGov, Inc., a Delaware corporation (“OpenGov”), and the customer named in the signature block below (“Customer”). This Agreement, which becomes binding when the parties have signed it (the “Effective Date”), sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services and receive professional services.

1. Definitions

- 1.1. “Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data does not include any confidential personally identifiable information.
- 1.2. “Documentation” means materials produced by OpenGov that provide information about OpenGov’s software products and systems.
- 1.3. “Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. “Order Form” means the document(s) separately executed by the parties or attached as an Exhibit, that specifies the Software Services that OpenGov will provide to Customer under this Agreement.
- 1.5. “Term” refers to the Initial Term defined in Section 6.1 plus all Renewal Terms defined in Section 6.2.

2. Software Services, Support, and Professional Services

- 2.1. **Software Services.** Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial-off-the-shelf software solutions identified in the applicable Order Form (“Software Services”). Software Services do not include any pre-release features, functionality, and/or software that Customer elects to use while they are in beta.
- 2.2. **Support and Service Levels.** Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time; however, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

2.3. Professional Services

2.3.1. If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services (“Professional Services”) will be described in an applicable statement of work (“SOW”) agreed to by the parties, which is incorporated by reference. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.

2.3.2. Relevant travel expenses are provided in the SOW. Any other travel expenses related to the performance of the Professional Services shall be pre-approved by and reimbursed by Customer.

3. Restrictions and Responsibilities

3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services, including but not limited to load testing, or stress testing; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third-party software systems of record (such as Customer’s ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. Intellectual Property Rights; License Grants; Access to Customer Data

4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov’s prior written consent. Subject to Customer’s obligations under this Agreement, OpenGov

grants Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

- 4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat Customer Data for the purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of product enhancement, customer service, and data analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.
- 4.3. Access to Customer Data. Customer may download Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods.
- 4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices, which is to delete Customer Data 45 days after termination or expiration of the Agreement. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.
- 4.5. Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate Feedback into the Software Services and Documentation. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. Confidentiality

- 5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.
- 5.2. Confidential Information does not include: (a) data that Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c)

Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either party; (e) information that was rightfully received by a party from a third party without restriction on use or disclosure; or (f) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

- 5.3. Each party agrees to obtain prior written consent before disclosing any of the other party's Confidential Information. Each party further agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a party is required to disclose Confidential Information by law or court order, they must notify the other party in writing before making the disclosure to give the other party an opportunity to oppose or limit the disclosure.

6. Term and Termination

- 6.1. Initial Term. This Agreement begins on the Effective Date and ends on the date the subscription ends ("Initial Term"), according to the Order Form, unless sooner terminated pursuant to Section 6.3.
- 6.2. Renewal. Customer shall have the option to renew the Agreement for the additional periods specified in the Order Form ("Renewal Term"). In the event Customer does not wish to renew, this Agreement shall terminate at the end of the applicable Initial Term or Renewal Term.
- 6.3. Termination for Cause. If either party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party, the non-breaching party may terminate this Agreement.
- 6.4. Termination for Non-Appropriation. For any term after the first full year of this Agreement, Customer may terminate this Agreement if it does not appropriate funds to continue this Agreement in a future fiscal year by providing notice in writing no less than 30 days before the end of the then-current term. Such termination shall be effective upon the expiration of the then-current term. To invoke termination under this section, Customer must use good faith efforts to secure the appropriate funds for the next year's fees.
- 6.5. Effect of Termination. Upon termination of this Agreement pursuant to Section 6:
(a) Customer shall pay in full for all Software Services and Professional Services for the then-current annual term; however, and in the case of termination for cause, OpenGov shall issue any relevant refunds pursuant to Section 8.1, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and

(c) each party shall (at the other party's option) return or delete any of the other party's Confidential Information in its possession.

7. Payment of Fees

7.1. Fees; Invoicing; Payment; Expenses.

7.1.1. Fees. Fees for Software Services and for Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices in accordance with the Illinois Local Government Prompt Payment Act. Obligations to pay fees are non-cancelable, and payments are non-refundable.

7.1.2. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW or Order Form as they are incurred. Customer shall pay all such valid invoices in accordance with the Local Government Prompt Payment Act. Receipts shall be provided for the travel expenses listed on the invoice.

7.2. Consequences of Non-Payment. If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe a late interest penalty of the maximum rate permitted by the Local Government Prompt Payment Act (50 ILCS 505/4) and (b) If Customer's account remains delinquent (with respect to payment of an undisputed invoice) for 10 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 6.3. Customer will continue to incur and owe all applicable fees irrespective of any such service suspension based on such Customer's delinquency.

7.3. Taxes. All fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax-exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

8. Representations and Warranties; Disclaimer

8.1. By OpenGov.

8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.

8.1.2. Professional Services Warranty. OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, OpenGov will re-perform the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of the completion of Professional Services pursuant to the applicable SOW to receive such warranty remedies.

8.1.3. Software Services Warranty. OpenGov further represents and warrants that for the Term, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of Customer discovering the defect. For any breach of the Software Services warranty, OpenGov will repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted. If OpenGov is unable to do so, Customer may terminate the license for such Software Services and will be entitled to recover all fees paid to OpenGov for the deficient Software Services.

8.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

- 9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's infringement of the other party's Intellectual Property Rights.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. Miscellaneous

- 10.1. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. For notices required by the Agreement the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: legal@opengov.com with a mailed copy to OpenGov, Inc., 660 3rd Street, Suite 100, San Francisco, CA 94107.

- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.
- 10.5. Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.
- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 10.7. Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).
- 10.8. Assignment. There are no third-party beneficiaries to this Agreement. Except as set forth in this Section 10.8, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.

- 10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.
- 10.10. Governing Law and Jurisdiction. This Agreement will be governed by the laws of Customer's jurisdiction, without regard to conflict of laws principles. The parties submit to personal jurisdiction and venue in the courts of Customer's jurisdiction.
- 10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any additional or different terms in a purchase order or click-through agreement are expressly rejected by the Parties and are void. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.

Village of Bartlett, IL

OpenGov, Inc.

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____



Agenda Item Executive Summary

AGENDA ITEM: Class I Liquor License Request- Hearthwood Senior Living. **BOARD OR COMMITTEE:** Board

BUDGET IMPACT

Amount	\$	Budgeted	\$
Fund:		Corresponding Activity Measure:	

EXECUTIVE SUMMARY

FFII Carillon Tenant LLC, doing business as Hearthwood Senior Living, has submitted a liquor license application following their purchase and renaming of the former "The Oaks at Bartlett" senior living facility. Due to the change in ownership, a new Class I Liquor License must be created, which is specifically for assisted living and shared housing establishments. The Class I License permits the retail sale and on-site consumption of alcoholic liquor daily between 11:00 a.m. and 10:00 p.m. Sales are restricted to lounge/bar areas, dining rooms, multipurpose rooms, and adjacent indoor or outdoor patios. All necessary documents have been submitted by the owners and reviewed and approved by the village attorney.

ATTACHMENTS (PLEASE LIST)

Staff memo dated 04/28/2025, liquor license application, business license application, LLC documentation, certificate of insurance, bond, lease agreement, floor plan, Ownership background check approval, liquor manager application, basset certificate, background check approval

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION:

Staff: Samuel Hughes
Assistant to the Village Administrator

Date: 04/28/2025

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Assistant to the Village Administrator
Date: April 28, 2025
Re: Class I Liquor License Request- Hearthwood Senior Living

Attached for your consideration is a Liquor License application submitted by FFII Carillon Tenant LLC. DBA Hearthwood Senior Living. They have purchased and renamed the former “The Oaks at Bartlett” senior living facility.

With the change in ownership, a new Class I License must be created. The Class I is a specialty license for assisted living establishments and/or shared housing establishments. The Class I allows for retail sale and consumption of alcoholic liquor for use and consumption on the premises from 11:00 a.m. to 10:00 p.m. Sunday through Saturday. The sale of alcoholic liquor shall be limited to lounge/bar, dining, and multipurpose rooms and indoor and/or outdoor patios that are adjacent to such rooms.

The village attorney has reviewed and approved the necessary documents submitted by the owners.



Village of Bartlett, IL

April 11, 2025

LQ-25-1

Liquor License

Status: Active

Submitted On: 2/21/2025

Primary Location

825 CARILLON DR
BARTLETT, IL 60103

Owner

SISTERS OF ST JOSEPH
801 CARILLON DR BARTLETT, IL
60103

Applicant

Lynette Kelecich
 312-873-3621
 lkelecich@polsinelli.com
 150 N Riverside Plaza
Suite 3000
Chicago, Illinois 60606

Business Information

Do you have or have you already submitted a general business license application?*

No

Is this a renewal or new liquor license application?*

New application

Name of Business (DBA)*

Hearthwood Senior Living

Entity Type*

Limited Liability Company

Corporation or LLC Name*

FFII Carillon Tenant LLC

Business Phone Number*

630-372-1983

Primary Business Email Address*

jpeterson@theoaksatbartlett.com

Federal Employer Identification Number*



Retailer Occupational/Sales Tax Number*



Nature of Business*

Senior housing

Number of Employees*

260

Floor Plan



Liquor Service Floor Plan.pdf

Attach a copy of the Articles of Organization for the LLC*

Have you or will you be applying for a video gaming license?*

 FFII Carillon Tenant LLC - Certificate of Formation Filing Evidence.pdf

No

LLC Members

Name*

Residential Address*

Focus SH II TRS II LLC

200 W Madison Street, Suite 2650,
Chicago IL 60606

Role*

Birth date*

Member

09/09/2024

Percentage of interest held*

100

Additional Business Information

Copy of Deed or Lease* 

Certificate of Registration 

 Focus - The Oaks at Bartlett - Operating Lease (Non-SNF).pdf

 FFII Carillon Tenant LLC - Foreign Qualification Filing Evidence (Illino(99525895.1)).pdf

Copy of County Health Permit* 

 County Health Permit.pdf

Other Locations* ⓘ

N/A

Previous Addresses* ⓘ

N/A

Has your business license ever been revoked?* ⓘ

No

Criminal History* ⓘ

N/A

Municipal Violation History* ⓘ

N/A

Consumer Fraud Complaint* ⓘ

N/A

Specify the dollar value of goods, wares, and merchandise now on hand*

1500

Liquor License Application

Descriptions of the various liquor license types can be found at Barlett Municipal Code - Chapter 3. If you have additional questions, call 630-837-0800. Additionally, if you intend to offer video gaming, you must also request a combination of liquor license and Class V or VC. Information on these designations can be viewed in this ordinance.

Type of Liquor License Requested*

Class I

Does applicant seek a liquor license on the premises as a full-service restaurant or video cafe?*

Neither

Has any manufacturer, distributor or importing distributor directly or indirectly paid or agreed to pay for this license, advanced money or anything else of value, or any credit (other than merchandising credit in the ordinary course of business for a period not to exceed 30 days) or is such person directly or indirectly interested in the ownership, conduct or operation of the place of business?*

No

Is the applicant engaged in the manufacture of alcoholic liquors?*

No

Is the applicant conducting the business of an importing distributor or distributor of alcoholic liquors?*

No

Has any Officer, Director, or Manager of said Corporation or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of any felony under any Federal or State law? *

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of a violation of any Federal, State or Local law within the last 10 years?*

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders, owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of being the keeper of a house of ill fame, or of pandering or other crime or misdemeanor opposed to decency and morality? *

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders, owning in the aggregate more than five (5%) percent of the stock of such corporation, ever permitted an appearance bond forfeiture of any of the violations mentioned above?*

No

Has the Corporation (Applicant) or any Officer, Director or Manager of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, made application for a similar license for this period for any premises other than those described above? *

No

Is any law enforcing Official, Mayor, Alderman, Member of the City Council or Commission, Member of the Village Board of Trustees, or member of a County Board, directly or indirectly interested in the business for which license is sought? *

No

Each applicant must designate at least one individual who shall serve as Liquor Manager for the applicant. Please supply the following information:

Name of Liquor Manager*

Rosa Robles

Home address:*



Position held by the Liquor Manager in the business*

Assistant Dining Services Director

ⓧ Has the Liquor Manager been finger printed for the purpose of this application?*

Yes

Has the Liquor Manager been fingerprinted by the Bartlett Police Department?*

Date fingerprinted:*

Yes

01/14/2025

Emergency Contacts

Please provide contact information of personnel that have keys to the business in case first responders need access to the building during non-business hours.

Primary contact*

Primary contact phone number*

Jacques Edouard Jean Louis



Secondary contact*

Secondary contact phone number*

Tom Smith



AFFIDAVIT

Applicant does hereby agree to operate the aforesaid place of business in accordance with the policies, regulations, and ordinances of the Village of Bartlett now in force and any others that may be enacted during the duration of this license, and does hereby authorize inspections of the premises by the appropriate Village Departments and officials as may be required, and the Bartlett Fire Protection District, in accordance with Title 3, Chapter 1, Sections 3-1-1 through 3-1-17 of the Bartlett Municipal Code. I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge.

I agree that my electronic signature is equivalent to a handwritten signature and is binding for all purposes related to this transaction*

The business applying for this license has a Certificate of Occupancy issued by the Village of Bartlett Planning & Development Services Department. ?

Lynette Kelecich
Jan 31, 2025



I hereby certify that as the applicant, I
have the owner's authorization to
submit this application on their behalf.



Village of Bartlett, IL

April 11, 2025

BL-25-3 Renewal
General Business
License
Status: Complete
Submitted On: 4/7/2025

Primary Location

825 CARILLON DR
BARTLETT, IL 60103

Owner

SISTERS OF ST JOSEPH
801 CARILLON DR BARTLETT, IL
60103

Applicant

Lynette Kelecich
 312-873-3621
 lkelecich@polsinelli.com
 150 N Riverside Plaza
Suite 3000
Chicago, Illinois 60606

Business Information

Name of Business (DBA)*

Hearthwood Senior Living

Entity Type*

Limited Liability Company

Corporation or LLC Name*

FFII Carillon Tenant LLC

Business Phone Number*

6303721983

Primary Business Email Address* ?

jpeterston@theoaksatbartlett.com

Federal Employer Identification Number*



Sales or Occupational Tax Number*



Nature of Business*

senior housing

Does this business have a grease trap?*

Yes

How often is the grease trap cleaned?*

every 2-3 months

Number of Employees*

260

Floor Plan ?



LS Floor Plans.pdf

LLC Members

Name*

Focus SH II TRS II LLC

Address*

200 W Madison, Suite 2650, Chicago,
IL 60606

Role*

Member

Date of birth*

09/09/2024

Percentage of interest held*

100

Additional Business Information

Copy of Deed or Lease ?



Focus - The Oaks at Bartlett -
Operating Lease (Non-SNF).pdf

Certificate of Registration ?



FFII Carillon Tenant LLC - Foreign
Qualification Filing Evidence (Illino(99525895.1).pdf

Copy of County Health Permit ?



No File Uploaded

Other Locations* ?

N/A

Previous Addresses* ?

N/A

Has your business license ever been revoked?* ?

No

Criminal History* ?

N/A

Municipal Violation History* ?

N/A

Consumer Fraud Complaint* ?

N/A

License Fees

Please select the business type(s) below that match your type of business. If you do not match one of the specific categories, please select "Retail/Commercial Establishment Not Listed Above".

Asphalt Plant

Automobile Service Station

Bakery - Retail

Bakery - Wholesale

Banking Institution

Barbershop

Billiard and pool halls

Bowling alley

Brokers (other than real estate and insurance)

Bus service company

Catering services and establishment

Central Station

Confectionery stores

Day nursery/nursery school

Dealer - precious metals

Dry cleaning plant

Dry cleaning retail outlet

Factory

Fish market

Florist

Food delivery vehicles and food dispensers

Fruit/Vegetable Stand - Year Round

Fruit/Vegetable Stand - Seasonal

Game room

Garage/Parking Lot

Grocery store

Hardware Store

Hotels and motel

Ice cream store/parlor

Ice cream vendor

Laundry (self-service coin operated)

Machine shop

Meat Market/Dealer

Mining operation, quarry or gravel pit

Mobile home park

Motor vehicle repair establishment

Pawnbroker

Redi Mix Plant

Restaurant/Carry Out

Scavengers

Stable

Vending machine

Retail/Commercial Establishment Not Listed Above

Total square footage of business premises*
534244

Additional Accessory Licenses

Will you have amusement devices on site?*
No

Will you have vending machines on site?*
No

Will you have a jukebox on site?*
No

Will you be selling tobacco products?*
No

Will you be serving or selling liquor?*
Yes

Do you have an existing Bartlett liquor license?*
No

If you do not have an existing Bartlett liquor license, you must submit a separate Village of Bartlett Liquor License Application

Emergency Contacts

Please provide contact information of personnel that have keys to the business in case first responders need access to the building during non-business hours.

Primary contact*
Joan Peterson

Primary contact phone number*



Secondary contact*
Barrett Way

Secondary contact phone number*



AFFIDAVIT

Applicant does hereby agree to operate the aforesaid place of business in accordance with the policies, regulations, and ordinances of the Village of Bartlett now in force and any others that may be enacted during the duration of this license, and does hereby authorize inspections of the premises by the appropriate Village Departments and officials as may be required, and the Bartlett Fire Protection District, in accordance with Title 3, Chapter 1, Sections 3-1-1 through 3-1-17 of the Bartlett Municipal Code. I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge.

I agree that my electronic signature is equivalent to a handwritten signature and is binding for all purposes related to this transaction* 

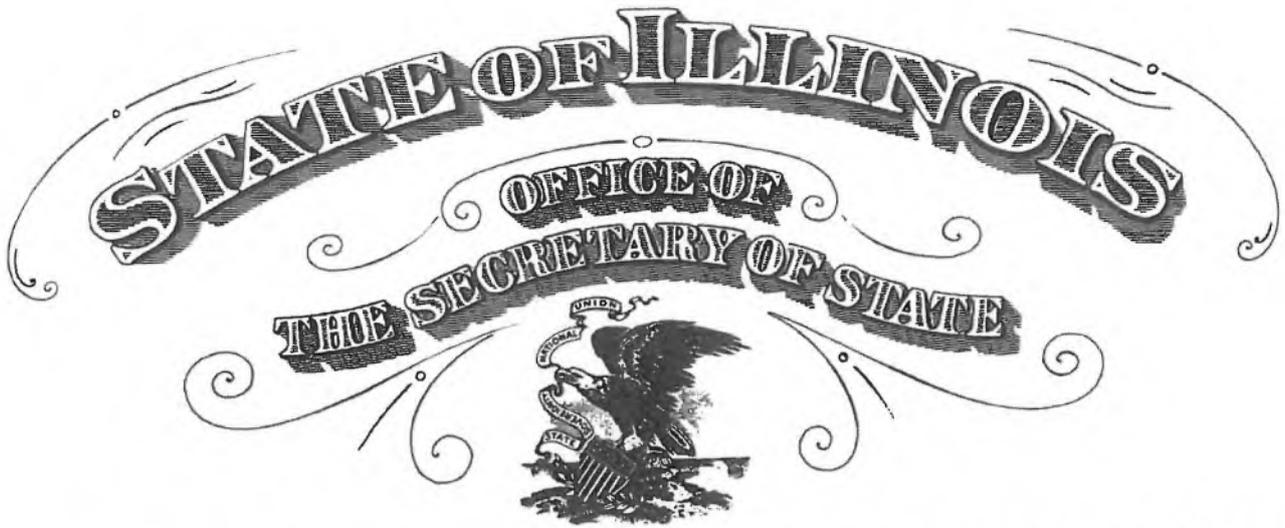
Lynette Kelecich
Apr 1, 2025

The business has a Certificate of Occupancy issued by the Village of Bartlett Planning & Development Services Department* 

I hereby certify that as the applicant, I*
have the owner of this business's
authorization to apply for this license.

File Number

1506771-3



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulas, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

FFII CARILLON OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON OCTOBER 22, 2024, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 24TH day of OCTOBER A.D. 2024 .



Authentication #: 2429802102 verifiable until 10/24/2025
Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulas
SECRETARY OF STATE



OFFICE OF THE SECRETARY OF STATE
ALEXI GIANNOULIAS-Secretary of State

15118466
OCTOBER 22, 2024

ILLINOIS CORPORATION SERVICE COMPANY
801 ADLAI STEVENSON DRIVE
SPRINGFIELD, IL 62703-4261

RE FFII CARILLON TENANT LLC

Dear Sir or Madam:

Congratulations! We're pleased to inform you that your request to transact business in the State of Illinois has been approved, and your Limited Liability Company (LLC) has been recorded with the Illinois Secretary of State's office. We wish you success with your new business!

Under state law, LLCs must file an annual report before the first day of the anniversary month each year. (It is important to file your report on time to avoid penalties or dissolution.) Printed annual reports will be mailed to the registered agent 45 days before the due date.

Online Assistance for Your Business:

Visit www.ilsos.gov to:

- o File your annual report online
- o Check the "status" of your company
- o Access Publications, forms and other services
- o Purchase a Certificate of Good Standing

Special Alert:

As of January 1, 2024, the federal Corporate Transparency Act (CTA) requires businesses to file Beneficial Ownership Information (BOI) to the U.S. Treasury's Financial Crimes Enforcement Network (FinCEN).

Unless included in FinCEN's list of 23 exemptions, businesses created:

- o Before January 1, 2024, must file a BOI by January 1, 2025
- o In 2024 must file a BOI within 90 days of creation
- o In 2025 (and after) must file within 30 days of creation

Visit www.fincen.gov for more information.

Again, congratulations on this exciting accomplishment!

Please do not hesitate to contact my Business Services Department if you have any questions or need further assistance.

Sincerely,

Alexi Giannoulis
Illinois Secretary of State - Department of Business Services
Limited Liability Division (217) 524-8008

15118466

Form **LLC-45.5**
May 2018

Secretary of State
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.com

Payment must be made by certified check, cashier's check, Illinois attorney's check, C.P.A.'s check or money order payable to Secretary of State. If check is returned for any reason this filing will be void.

Illinois
Limited Liability Company Act
**Application for Admission to
Transact Business**

SUBMIT IN DUPLICATE

Type or print clearly.

Filing Fee: \$150
Penalty: \$
Approved:



FILE #

This space for use by Secretary of State.

FILED

OCT 22 2024

**ALEXI GIANNOULIAS
SECRETARY OF STATE**

1. Limited Liability Company name (see Note 1): FFII Carillon Tenant LLC

2. Assumed name: _____
(This item is only applicable if the company name in Item 1 is not available for use in Illinois, in which case form LLC 1.20 must be completed and submitted with this application.)

3. Jurisdiction of organization: Delaware

4. Date of organization: 9/9/24

5. Period of duration: Perpetual
(Enter perpetual unless there is a date of dissolution provided in the agreement, in which case enter that date.)

6. Address of the principal place of business: (P.O. Box alone or c/o is unacceptable.)
200 West Madison Street, Suite 2650
Number Street Suite #
Chicago, Illinois 60606
City State ZIP

7. Registered agent: Illinois Corporation Service Company
First Name Middle Name Last Name

Registered office: 801 Adlai Stevenson Drive
(P.O. Box alone or c/o is unacceptable.) Number Street Suite #
Springfield IL 62703
City ZIP

Note: The registered agent must reside in Illinois. If the agent is a business entity, it must be authorized to act as agent in this state.

8. If applicable, date on which company first conducted business in Illinois: _____

(continued on back)

LLC-45.5

9. Purpose(s) for which the company is organized and proposes to conduct business in Illinois (see Note 2):
Real estate investment business.

10. The Limited Liability Company: (check one)

is managed by the manager(s) or has management vested in the member(s):

11. List names and business addresses of all managers and any member with the authority of manager:
Focus SH II Holdings III LLC, 220 West Madison Street, Suite 2650, Chicago, Illinois 60606

12. The Illinois Secretary of State is hereby appointed the agent of the Limited Liability Company for service of process under circumstances set forth in subsection (b) of Section 1-50 of the Illinois Limited Liability Company Act.

13. This application is accompanied by a Certificate of Good Standing or Existence, duly authenticated within the last 60 days, by the officer of the state or country wherein the LLC is formed.

14. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this application for admission to transact business is to the best of my knowledge and belief, true, correct and complete.

Dated: 10/16/24
Month, Day, Year

C. Schaller
Signature

Curt P. Schaller, Trustee
Name and Title (type or print)

of Focus SH II REIT, Sole Member of FOCUS SH II Holdings III LLC

If applicant is signing for a company or other entity,
state name of company or entity.

Note 1: The name must contain the term Limited Liability Company, LLC or L.L.C. The name cannot contain any of the following terms: "Corporation," "Corp.," "Incorporated," "Inc.," "Ltd.," "Co.," "Limited Partnership" or "LP." However, a limited liability company that will provide services licensed by the Illinois Department of Financial and Professional Regulation must instead contain the term Professional Limited Liability Company, PLLC or P.L.L.C. in the name.

Note 2: A professional limited liability company must state the specific professional service or related professional services to be rendered by the professional limited liability company.

TRUST STATEMENT

Name of trust: Focus SH II REIT

Date of creation: May 9, 2022

Name and address of all trustees: Paul A. Froning
200 West Madison Street
Suite 2650
Chicago, IL 60606

Curt P. Schaller
200 West Madison Street
Suite 2650
Chicago, IL 60606

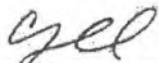
State and county of location: Cook County, Illinois

The Trust is in full force and effect.

Dated: October 16, 2024



Paul A. Froning, as Trustee



Curt P. Schaller, as Trustee

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "FFII CARILLON TENANT LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTEENTH DAY OF OCTOBER, A.D. 2024.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "FFII CARILLON TENANT LLC" WAS FORMED ON THE NINTH DAY OF SEPTEMBER, A.D. 2024.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



5009361 8300

SR# 20243986404

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 204666583

Date: 10-18-24



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC 155 N. WACKER, SUITE 1200 CHICAGO, IL 60661 CN134812672-GP12X-24-25	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No., Ext): 866-966-4664 E-MAIL ADDRESS: Chicago.CertRequest@marsh.com FAX (A/C, No): 212-948-0770
	INSURER(S) AFFORDING COVERAGE
INSURED Focus Senior Housing Fund I LP FFII Carillon Tenant LLC 200 West Madison Street, Suite 2650 Chicago, IL 60606	INSURER A : Ironshore Specialty Insurance Company
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES **CERTIFICATE NUMBER:** CHI-010878020-08 **REVISION NUMBER:** 31

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> No SIR/Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		HC7SAB87FU004	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included GL Policy Aggregate \$ 10,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N N / A		HC7SAB87FU004	06/01/2024	06/01/2025	EACH CLAIM 1,000,000 AGGREGATE 3,000,000
	PROFESSIONAL LIABILITY Claims-Made Coverage Form		HC7SAB87FU004	06/01/2024	06/01/2025	Policy Agg : Included in GL Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Hearthwood Senior Living, 825 Carillon Dr, Bartlett IL 60103
 FFII Carillon Owner LLC are listed as named insured.
 Professional Liability SIR: \$50,000

Village of Bartlett, its local liquor Commissioner, President and board of Trustees, all of its elected or appointed officials, employees and any volunteers while acting on behalf of the Village and the Licensee will be listed as additional insured with respects to general liability where required by written contract or agreement.

CERTIFICATE HOLDER FFII Carillon Tenant LLC 825 Carillon Dr Bartlett, IL 60103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
--	--

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AGENCY CUSTOMER ID: CN134812672

LOC #: Chicago



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA LLC.		NAMED INSURED Focus Senior Housing Fund I LP FFII Carillon Tenant LLC 200 West Madison Street, Suite 2650 Chicago, IL 60606	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Liquor Liability:
Policy Number: HC7SAB87FU004
Effective Date: 06/01/2024
Expiration Date: 06/01/2025
Limit \$1,000,000


IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 29

Policy Number: HC7SAB87FU004
Insured Name: Focus Senior Housing Fund I, LP

Effective Date of Endorsement: June 01, 2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – GL, PRIMARY AND NON-CONTRIBUTORY

In consideration of the premium charged,

1. With respect solely to the coverage afforded under INSURING AGREEMENT (B) of this Policy, the term “**Insured**,” as defined in the Policy, shall be deemed to include:
 - a. Any person or organization with whom/which the **Named Insured** has agreed in writing in a contract or agreement to add such person or organization as an additional insured on this Policy; and
 - b. Any person or entity from whom the **Named Insured** leases real property, personal property (including equipment), and land.

For purposes of this endorsement, each such person or organization is referred to as an “**Additional Insured**.”

2. It is understood and agreed that each **Additional Insured** is being afforded coverage under this Policy for any liability incurred *solely* as a result of the acts, errors or omissions of the original **Insured**. No coverage will be available under this Policy for any **Claim** based on or arising out of any actual or alleged independent or direct liability or any **Additional Insured**.
3. The coverage afforded any **Additional Insured** under this endorsement shall be primary to any other insurance or self-insurance maintained by such **Additional Insured**, and without contribution from any such other insurance or self-insurance within the applicable Limit of Liability of the Policy.
4. Provided that the **Insured** provides the Insurer with the identity of the **Additional Insured(s)**, the Insurer will provide such **Additional Insured(s)** with at least ten (10) days’ written notice of cancellation or non-renewal of this Policy if such cancellation or non-renewal is for non-payment of premium, or sixty (60) days’ written notice of cancellation or non-renewal if such cancellation or non-renewal is for any other reason.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

MERCHANTS
BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

LICENSE AND PERMIT BOND
(CONTINUOUS)

Bond No. 101412222

KNOW ALL PERSONS BY THESE PRESENTS:

That we, FFII Carillon Tenant LLC dba the Oaks at Bartlett,
of Bartlett, State of Illinois, as Principal,
and Merchants Bonding Company (Mutual), a corporation duly licensed to do business in the State of
Illinois, as Surety, are held and firmly bound unto
Village of Bartlett, Obligee, in the penal
sum of Two Thousand Dollars (\$2,000.00) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal has been licensed
Liquor Retailer

by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws
and ordinances, including all Amendments, appertaining to the license or permit applied for, then this obligation
to be void, otherwise to remain in full force and effect for a period commencing on the 20th day of
February, 2025, and ending upon cancellation by the Surety as specified herein.

This bond may be terminated at any time by the Surety upon sending notice in writing to the Obligee and to the
Principal, in care of the Obligee or at such other address as the Surety deems reasonable, and at the expiration of
thirty-five (35) days from the mailing of notice or as soon thereafter as permitted by applicable law, whichever is later,
this bond shall ipso facto terminate and the surety shall thereupon be relieved from any liability for any subsequent
acts or omissions of the Principal.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Obligee
named herein.

Dated this 20th day of February, 2025

FFII Carillon Tenant LLC dba the Oaks at Bartlett Principal

Countersigned (if required):

By: Jeremy Opp

Merchants Bonding Company (Mutual) Principal

By: Christopher D Morrow
Christopher D Morrow Attorney-in-Fact

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Christopher D Morrow

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

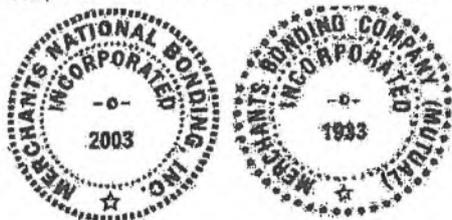
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 20th day of February, 2025.



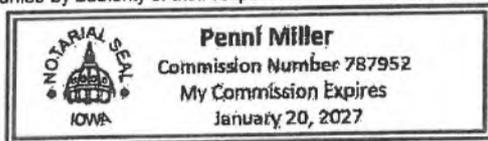
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 20th day of February, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

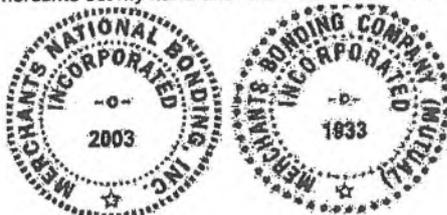


Penni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of February, 2025.



Elisabeth Sandersfeld
Secretary

LEASE, ASSIGNMENT, AND BILL OF SALE
(Non-SNF Portions of The Oaks at Bartlett)

THIS LEASE, ASSIGNMENT, AND BILL OF SALE (the "Lease") is entered into as of this 13th day of December, 2024, by and between **FFII CARILLON OWNER LLC**, a Delaware limited liability company ("Landlord") and **FFII CARILLON TENANT LLC**, a Delaware limited liability company ("Tenant").

Landlord is the owner of the senior housing facility currently known as "The Oaks at Bartlett" (the "Community"), located on that certain parcel of real property in Cook County, Illinois, as further described on Exhibit A-1 attached hereto.

For good and adequate consideration, receipt of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. DEMISE OF THE PREMISES; BILL OF SALE.

A. Landlord hereby leases to Tenant, and Tenant hereby leases and takes, only for the duration of the Term (defined in Section 2 below) and subject to the terms, conditions and covenants below, the following real property (collectively, the "Real Property"):

The portions of the Community described on Exhibit A-2 attached hereto, and all improvements and fixtures located thereon related to the Community;

B. In addition, Landlord hereby leases, transfers and assigns to Tenant, and Tenant hereby accepts and assumes, only for the duration of the Term and subject to the terms, conditions and covenants below, all of Landlord's rights, interest and obligations (collectively, the "Ancillary Rights") under the following agreements, licenses and other documents (collectively, the "Ancillary Documents"), to the extent applicable to the Real Property:

All service agreements, equipment leases, residency agreements, furniture, fixtures and equipment, supplies and inventory, and all rights and remedies of Landlord arising from or in connection with the acquisition of the Premises, including without limitation, any unperformed obligation arising from or in connection with, or any breach of any representation or warranty pertaining to the Premises or the Community under that certain Asset Purchase Agreement dated September 10, 2024 (as amended from time to time, the "Purchase Agreement") by and between Landlord, as successor-in-interest to SR HSG ACQUISITIONS LLC, as "Purchaser", and THE OAKS AT BARTLETT, as "Seller".

All Ancillary Rights leased, transferred and assigned hereunder shall revert automatically to Landlord upon the expiration or earlier termination of this Lease.

C. In addition, Landlord hereby leases, transfers and assigns to Tenant, and Tenant hereby accepts and assumes, only for the duration of the Term and subject to the terms, conditions and covenants below, all of Landlord's rights, interest and obligations

under all tangible personal property owned by Landlord and used in connection with the Real Property (the "Tangible Personal Property").

All Tangible Personal Property leased, transferred and assigned hereunder shall revert automatically to Landlord upon the expiration or earlier termination of this Lease.

D. The Real Property, the Ancillary Rights, and the Tangible Personal Property are referred to collectively as the "Premises."

E. In addition, Tenant is hereby granted a non-exclusive right, during the Term, to access and use the common areas of the portions of the Community that are not located within the Real Property.

F. This Lease is made and accepted subject to all indebtedness, liens, easements, rights, rights-of-way, conditions, covenants, mineral interests, royalties, reservations, restrictions and encumbrances of record in the Cook County, Illinois, records, and to all rights of tenants in possession under unrecorded leases as of the Commencement Date, to the extent valid and enforceable against the Premises. Tenant acknowledges that Tenant's right to access and use the common areas of the Real Property is not exclusive and that FFII Carillon SNF Tenant LLC has been granted a non-exclusive right to access and use the common areas of the Real Property.

G. In consideration of the foregoing demise of the Premises, Tenant hereby grants Landlord an option to purchase all of Tenant's right, title and interest in and to any of Tenant's personal property (including the intangible personal property) located at or used in connection with the Premises (excluding those items leased to Tenant by Landlord pursuant to the terms hereof) at the then fair market value to be exercised in connection with Landlord's exercise of remedies pursuant to Section 17, or upon the expiration or earlier termination of this Lease. Landlord and Tenant agree that said option shall be subordinate to all liens and rights of any first Mortgagee (as hereinafter defined) on the Premises, under any first mortgage or security agreement which may hereafter be created.

H. In consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, Landlord does hereby sell, assign, transfer, and set over to Tenant all rights, title, and interest of Landlord in and to all intangible personal property relating to the Premises, including, without limitation, all names, marks, and trademarks of the Premises, all warranties and guaranties associated with the Premises, and all goodwill associated with the business operated therein, but excluding cash, bank accounts, and receivables (collectively, the "Intangible Personal Property"). Upon the expiration or sooner termination of this Lease, title to the Intangible Personal Property automatically shall revert back to Landlord without the need for any further documentation evidencing such reversion.

2. TERM. The term of this Lease (the "Term") shall commence on the date Landlord acquires title to the Community (the "Commencement Date") and shall terminate on the day immediately preceding the tenth (10th) calendar anniversary of the Commencement Date

(the "Initial Termination Date"), unless Landlord elects to renew the Lease for up to two (2) additional two (2) year extensions, or unless the Lease is sooner terminated in accordance with the terms and conditions of this Lease.

3. RENT. Tenant covenants and agrees to pay to Landlord, promptly when due, without notice or demand or deduction, abatement or set off of any amount for any reason whatsoever, as rent hereunder ("Rent"), all Basic Rent, and all Percentage Rent (as defined below). All Rent to be paid by Tenant to Landlord shall be in lawful money of the United States of America and shall be paid to Landlord at the following address: c/o Focus Healthcare Partners LLC, 200 West Madison, Suite 2650, Chicago, Illinois 60606, or at such other place as may be designated from time to time by Landlord ("Landlord's Address").

A. Basic rent for the Premises ("Basic Rent") shall be paid in monthly installments, each of which shall be due and payable in advance on the first day of the calendar month. From the Commencement Date of the Term through and including the Initial Termination Date (the "Initial Period"), the Basic Rent shall be in the amounts specified in Exhibit B-1 hereto. Thereafter, in the event of any renewal of the Term of this Lease, the Basic Rent shall be adjusted, as provided in Section 3(H), for the period after the Initial Termination Date through the end of the Term (the "Adjustment Period"). With respect to any month during the Term which is less than a full calendar month, the Basic Rent shall be prorated.

B. In addition to the Basic Rent, commencing with the end of the first Breakpoint Period (as defined on Exhibit B-2), and continuing throughout the Term, Tenant shall pay percentage rent ("Percentage Rent"), no later than thirty (30) days after the completion of the applicable Breakpoint Period, in an amount calculated by the formula set forth on Exhibit B-2. If requested by Landlord, Tenant shall deliver to Landlord a certificate of Tenant reasonably acceptable to Landlord, signed by the manager of Tenant, or any other person whose power and authority to act has been authorized by delegation in writing by such manager (a "Manager's Certificate") at the end of each Breakpoint Period, together with the applicable Percentage Rent payment, setting forth the calculation of such rent payment for the applicable Breakpoint Period within fifteen (15) days after the end of such period. Such payments shall be based on the formula set forth on Exhibit B-2. There shall be no reduction in the Basic Rent regardless of the result of the calculation of Percentage Rent.

C. In addition, on or before February 15 of each year, if requested by Landlord, Tenant shall deliver to Landlord a Manager's Certificate reasonably acceptable to Landlord setting forth the computation of the actual Percentage Rent that accrued for the fiscal year that ended on the immediately preceding December 31. If the annual Percentage Rent due and payable for any fiscal year (as shown in the applicable Manager's Certificate) exceeds the amount actually paid as Percentage Rent by Tenant for such year, Tenant also shall pay such excess to Landlord at the time such certificate is delivered. If the Percentage Rent actually due and payable for such fiscal year is shown by such certificate to be less than the amount actually paid as Percentage Rent for the applicable fiscal year, Landlord shall reimburse such amount to Tenant or alternatively, at the Landlord's option, credit such amount against subsequent months' Basic Rent and, to the extent necessary, subsequent

Percentage Rent payments. Any such credit to Basic Rent shall not be applied for purposes of calculating Percentage Rent payable for any subsequent period. Any difference between the annual Percentage Rent due and payable for any fiscal year (as shown in the applicable Manager's Certificate) and the total amount of payments for such fiscal year actually paid by Tenant as Percentage Rent, whether in favor of Landlord or Tenant, shall bear interest at the prime rate of interest announced publicly by Citibank, N.A., in New York, New York, from time to time (or if no such rate is announced or becomes discontinued, then such rate as is published in The Wall Street Journal as the prime rate from time to time.), which interest shall accrue from the due date of the last Percentage Rent payment for the fiscal year until the amount of such difference shall be paid or otherwise discharged.

D. For the purpose of ascertaining the amount payable as Percentage Rent, if any (and whether or not Tenant is obligated to pay Percentage Rent hereunder), Tenant shall keep on the Premises or at such other location acceptable to Landlord, for a period of not less than three (3) years following the end of each year of the Term, records of the Gross Revenue (as defined on Exhibit B-2) and reasonably adequate records showing all data necessary to compute Percentage Rent. All records specified to be kept by Tenant shall be kept in accordance with generally accepted accounting principles ("GAAP") and practices. Landlord's authorized representative shall have the right to examine on the Premises (or at such other location approved by Landlord for their storage) all of such records during regular business hours. Landlord may, at any time or times, examine or have audited the relevant records for such period, and acceptance of the Percentage Rent tendered by Tenant shall not prejudice these rights. If it shall be determined as a result of such audit that there has been a deficiency in the payment of Percentage Rent, then such deficiency shall become immediately due and payable as Percentage Rent hereunder, with interest at ten percent (10%) per annum from the date when such payment(s) of Percentage Rent should have been made until paid. The cost of the audit shall be borne by Landlord unless such audit discloses that the Percentage Rent actually due from Tenant for any fiscal year exceeds that reported by Tenant by more than two percent (2%), in which event Tenant shall pay the cost of such audit and examination in addition to the amount of the deficiency in Percentage Rent disclosed by such audit (plus interest on such deficiency as set forth in Section 3(C) above). Any such audit may be required by Landlord at any time or times during normal business hours designated by Landlord upon three (3) business days' prior written notice to Tenant.

E. Any information obtained by Landlord under Sections 3(C) or 3(D) shall be held in confidence by Landlord and shall not be divulged by Landlord to any person or used for any purpose; except that Landlord shall be permitted to divulge such information (1) when reasonable in connection with the trial of any action or proceeding between Landlord and Tenant, (2) in connection with any bona fide prospective sale of the Premises or any part thereof, (3) to any Mortgagee or prospective mortgagee of the Premises, (4) to its parent entity, or (5) pursuant to a subpoena duly and validly served upon Landlord. A first Mortgagee shall be permitted to reveal any information it receives from Landlord or Tenant relating to the Premises to any investor in any securities issued pursuant to any securitization of its loan, to any rating agencies, and any prospectus necessary, provided that Landlord and Tenant are given a fair opportunity to object to the proposed release of any third-party information delivered to Tenant under restrictions regarding confidentiality, provided that

Tenant shall endeavor to obtain the consent of such third parties to the release of such information.

F. All other sums and charges of every nature required to be paid by Tenant to Landlord pursuant to the terms of this Lease shall also constitute rent reserved under this Lease. Except as otherwise provided in Section 3(I), all Rent and such other sums and charges which are past due for more than thirty (30) days shall bear interest at ten percent (10%) per annum from the due date until paid.

G. Acceptance by Landlord of any late payment of Rent (including Percentage Rent) shall not constitute a waiver of any of Landlord's rights and remedies available in connection with any subsequent failure of Tenant to pay the Rent or to make any other payment due Landlord hereunder in the manner or time provided for herein.

H. For each Adjustment Period, the amount of the monthly installments of (i) Basic Rent shall be adjusted, if necessary, to fair market levels ("Fair Market Rents"), and (ii) the formula for determining the Percentage Rent shall be subject to the mutual agreement of Landlord and Tenant.

I. Notwithstanding any other provision of this Lease, if, at any time, Gross Revenue (including, without limitation, all amounts other than Rent which Tenant is required to pay or reserve hereunder), are insufficient to pay any installment of Basic Rent then due, Tenant may, to the extent of such insufficiency, defer payment of such Basic Rent until there is such a level of Gross Revenue from the Premises, after payment of current Basic Rent installments, to pay such deferred Basic Rent amounts; provided, however, that (A) all such deferred Basic Rent amounts shall bear interest, from the date due until paid, at ten percent (10%) per annum, (B) any deferred Basic Rent amount shall be paid in full, with interest thereon, within one (1) year from the date originally due, and (C) Tenant shall promptly apply any net operating cash flow (after payment of current Basic Rent installments) to payment (in the order originally due) of deferred Basic Rent amounts, together with the interest thereon.

4. SPECIAL ASSESSMENTS AND REAL ESTATE TAXES.

A. Landlord shall be solely responsible for payment of all taxes, excises, levies and assessments, general and special, of whatever kind or nature, federal, state, county, municipal or otherwise, levied, assessed or imposed upon or with respect to the Community or any part thereof or the business conducted thereon or which may become a lien upon the Community or any part thereof.

B. Tenant shall pay all income taxes of Tenant with respect to any business conducted at the Premises, and any sales or revenue taxes imposed upon the payment of rent as provided for in this Lease; *provided, however*, that nothing herein shall be interpreted to render Tenant liable for the income taxes of Landlord.

5. CONDITION OF PREMISES. Tenant represents that Tenant has examined the Premises, is satisfied with the physical condition thereof and agrees to accept same in

“AS IS” condition. Tenant further acknowledges that Landlord has not made any representation as to such physical condition, the rents, leases, expenses of operation or any other matter or thing affecting or relating to the Premises, except as may be herein expressly set forth.

AS A MATERIAL INDUCEMENT TO LANDLORD'S ENTERING INTO THIS LEASE, (A) LANDLORD EXPRESSLY DISCLAIMS AND TENANT ACKNOWLEDGES AND ACCEPTS THAT LANDLORD HAS DISCLAIMED MAKING ANY REPRESENTATIONS, WARRANTIES OR ASSURANCES WITH RESPECT TO THE PREMISES, THE ANCILLARY DOCUMENTS OR THE ANCILLARY RIGHTS OTHER THAN AS SPECIFICALLY SET OUT HEREIN, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS OR WARRANTIES AS TO MATTERS OF TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL CONDITION, OPERATING HISTORY OR PROJECTIONS, VALUATIONS, GOVERNMENTAL APPROVALS OR GOVERNMENTAL REGULATIONS AND (B) TENANT AGREES THAT WITH RESPECT TO THE PREMISES, THE ANCILLARY DOCUMENTS OR THE ANCILLARY RIGHTS TENANT WILL RELY UPON ITS INSPECTIONS THEREOF OR ITS DETERMINATIONS NOT TO INSPECT THE SAME, AND TENANT DOES HEREBY ACCEPT THE PREMISES, THE ANCILLARY DOCUMENTS AND THE ANCILLARY RIGHTS IN THEIR “AS IS” CONDITION, WITH ALL DEFECTS AND WITHOUT REFERENCE TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

6. USES. Tenant is authorized and shall be permitted to use the Premises only for the following purposes: (A) operation and maintenance of the Premises as an independent living assisted living, and memory care community; and (B) other related and incidental uses which are first approved in writing by Landlord prior to the commencement of such uses or activities, which approval shall not be withheld if the proposed uses are reasonably related to operation of an independent living, assisted living, or memory care community at the Premises. Tenant agrees to use the Premises for the above-specified purposes and to diligently conduct its business thereon to produce a reasonable and substantial gross income. Tenant shall not cause, maintain or permit any public or private nuisance or any waste in, on or about the Premises.

7. ALTERATIONS; RENOVATION.

A. Tenant agrees that it will not demolish or undertake any structural alterations or any other improvement on the Premises or any part thereof, or make any alteration, addition, renovation, enlargement or improvement thereof, unless Landlord's prior written approval is obtained.

B. Subject to Section 7(A) above, Tenant may, at any time during the Term, at Tenant's own cost and expense (except as provided above), make or permit to be made any renovation, improvement, change or addition of or to the Premises or any part thereof, subject to Landlord's reasonable approval and such reasonable conditions as Landlord shall impose; provided, however, that Tenant shall not under any circumstances have the right to make any such change which would diminish the market value of the Premises or adversely

affect the condition of the Community. Tenant shall pay and discharge all costs, expenses, damages and other liabilities which may arise in connection with or by reason of such renovation, improvement, change, addition or construction work, and shall indemnify, defend and hold harmless Landlord and any first Mortgagee from any claim, liability, cost or expense in connection therewith (including but not limited to reasonable attorney's fees and court costs).

C. All buildings, improvements and appurtenances thereto, as well as all alterations, changes and additions thereto in or on the Premises shall be deemed to be affixed to and part of the Real Property demised herein, title thereto being in Landlord, subject to the leasehold estate reserved in Tenant until termination of this Lease. Upon termination of this Lease, Tenant shall surrender and deliver the Premises to Landlord with any and all improvements and permitted alterations, in the same condition in which they existed upon the later of the date hereof or the completion thereof, excepting only ordinary wear and tear and except for damage by fire or other casualty to the extent (but only to the extent) Tenant is not required to repair such fire or other casualty damage under the terms of this Lease.

D. Tenant shall permit Landlord, any first Mortgagee or their authorized representatives to enter the Premises at all reasonable times during normal business hours for the purposes of inspecting the same and of making any necessary repairs to the Premises, and of performing any work therein that may be necessary to comply with any Laws (defined below), or that Tenant is obligated to perform but has not done so after written notice by Landlord, or that Landlord in its own discretion may elect to have performed, as the case may be. Nothing in this Lease shall imply any duty or obligation on the part of Landlord to do any such work or make any alterations, repairs, renovations, additions or improvements of any kind whatsoever to the Premises, except as expressly provided herein.

8. MAINTENANCE AND REPAIR.

A. Landlord shall be responsible for all Major Repairs, unless occasioned by the act or negligent failure to act of Tenant, or any of Tenant's employees, contractors, agents, subtenants or licensees. As used herein, "Major Repairs" include only the following: the replacement of roofs or other load bearing elements of the structures within the Premises; the replacement of major components of HVAC systems, elevators and escalators within the Premises; remediation of environmentally hazardous conditions; structural alterations required by building and safety codes or other applicable laws or by insurance underwriting requirements; and any other capital repair costing more than \$50,000; but in no event shall Major Repairs include routine maintenance and replacements or other repairs, refurbishment or replacements which do not constitute capital repairs under generally accepted accounting principles. Except as set forth in this Section 8(A), Landlord shall have no duty to repair, replace or maintain the Premises or any part thereof.

B. Subject to Section 8(A), Tenant shall, at Tenant's sole cost and expense, keep the Premises in good repair and condition and shall not permit or commit any waste thereof. Repairs and maintenance of the Premises shall be performed by Tenant in a prompt and diligent manner so as to avoid any event of default under any deed of trust or mortgage now or hereafter affecting the Premises with respect to the condition of the Premises, and in no

event shall Tenant fail to perform such repairs later than 120 days after Landlord's written notice of the necessity therefor.

C. (1) If Tenant fails to make any repairs to the Premises required to be made by Tenant under this Section 8, within a reasonable time period, Landlord may, at Landlord's option, make or cause to be made such repairs to the Premises, at Tenant's expense. Upon completion of such repairs by Landlord, Landlord shall submit to Tenant an invoice describing in reasonable detail the repairs so made to the Premises and verifying the payment for all labor and materials used in such repairs, and Tenant shall deliver to Landlord, within ten (10) days after the date of Tenant's receipt of said invoice, cash reimbursement for the full cost of such repairs, in addition to interest thereon at ten percent (10%) per annum from the date such costs were incurred to the date of such payment from Tenant to Landlord.

(2) Landlord shall not be required to give to Tenant the written notice of need for repair as described in Section 8(C)(1) above and Landlord shall be entitled to make or cause to be made to the Premises such repairs as are necessary and to obtain from Tenant reimbursement of the cost therefor, if the nature of any defect causing the need for such repair of the Premises creates an emergency. In the event of such repair by Landlord, Landlord shall be entitled to reimbursement by Tenant for the cost thereof, and interest thereon, all as provided in Section 8(C)(1) above, upon delivery by Landlord to Tenant of an invoice complying with the criteria described in Section 8(C)(1), above. For purposes of this Lease, the term "emergency" shall mean a condition which in Landlord's reasonable judgment poses an immediate and substantial threat to Tenant's ability to conduct its business operations on the Premises, to the personal safety of Tenant's agents, employees, guests, customers and invitees and/or to the Premises itself.

9. COMPLIANCE WITH LAWS. Except as otherwise provided in Sections 7(A) and 8(A) with respect to legally-mandated structural alterations and capital repairs, Tenant shall, at Tenant's sole expense, comply with all laws, regulations, ordinances and judicial interpretations thereof applicable to the Premises and/or the business conducted thereon by Tenant (collectively, "Laws"). The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, regardless of whether Landlord is a party thereto, that Tenant has violated any such Law, shall be conclusive of the fact between Landlord and Tenant, although the existence of a breach of this Section shall not require that the matter first be adjudicated in any forum. If Tenant fails to so comply with all such Laws within a reasonable time period after Landlord's written notice thereof to Tenant, Landlord may at Landlord's option, take such actions as Landlord deems appropriate to ensure compliance, at Tenant's expense. Landlord shall submit to Tenant an invoice describing in reasonable detail the costs and expenses incurred by Landlord, and Tenant shall deliver to Landlord, within ten (10) days after the date of Tenant's receipt of said invoice, cash reimbursement for the full amount of such costs and expenses, in addition to interest thereon at ten percent (10%) per annum from the date such costs were incurred to the date of such payment from Tenant to Landlord.

10. COMPLIANCE WITH TERMS OF MORTGAGES.

A. Tenant hereby covenants and agrees to at all times abide by and comply with all of the terms and provisions contained in all deeds of trust and mortgages now or hereafter affecting the Premises (but, unless a leasehold mortgage made by Tenant, specifically excluding any covenant of the payment of indebtedness described therein) and (subject to Sections 8(A)) to perform all maintenance and repair obligations with respect to the Premises as are set forth therein, and all and any insurance requirements that may be imposed thereunder. Tenant further covenants and agrees not to cause or suffer to exist any condition or event that would constitute (or, following the giving of notice or the passage of time, or both, would constitute) an event of default under the provisions of any such deed of trust or mortgage relating to the condition, occupancy, maintenance, repair or insurance of the Premises. Tenant shall perform its obligations under this Section 10(A) at its sole cost and expense and in a prompt and diligent manner. The provisions of this Section 10(A) shall control over any inconsistent provisions contained herein.

B. Landlord shall be liable for and shall pay, prior to delinquency, any and all principal, interest and other amounts owing or to be owing under any and all deeds of trust or mortgages that may at any time and from time to time encumber the Premises (other than payments due under any leasehold mortgages made by Tenant). Tenant agrees that its interests hereunder are and will remain subordinate to any and all deeds of trust and mortgages that may at any time encumber the Premises and to any replacements, renewals, refinancings, consolidations, modifications or enlargements thereof.

11. INDEMNIFICATION OF LANDLORD.

A. To the maximum extent permitted by applicable law, Tenant hereby waives all claims against Landlord for damage to property and injuries to person in, upon, or about the Premises, from any cause arising at any time, except injury or damage caused by Landlord's own gross negligence or willful misconduct. Notwithstanding any contrary provision herein, Landlord shall not be responsible or liable to Tenant for any defect or failure, latent or otherwise, in (or any act or omission in the construction of) the Premises, nor shall Landlord be responsible or liable for any injury, loss or damage to any person or to any property of Tenant or any other person caused by or resulting from theft, bursting, breakage, leakage, steam, snow or ice, running, backing up, seepage, or the overflow of water or sewerage in any part of the Premises or for any injury, loss or damage caused by or resulting from acts of God or the elements. Tenant shall give prompt notice to Landlord in case of fire, casualty, defect or accident at or in the Premises.

B. Except to the extent of Landlord's responsibility under Section 11(A) above by reason of its gross negligence or willful misconduct, and to the maximum extent permitted by applicable law, Tenant shall indemnify Landlord against and save Landlord harmless from any and all losses, costs, damages, charges, liabilities, obligations, fines, penalties, claims, demands or judgments and any and all expenses, including, without limitation, attorneys' fees and expenses, court costs, costs of appeal, settlement and negotiations, arising out of or in connection with: (1) Tenant's use or occupancy of the Premises; (2) the conduct of Tenant's business or any activity, work or thing done, permitted or suffered by Tenant in, on or about the Premises; (3) any failure to perform or observe any of the terms, covenants, conditions or provisions required to be performed or observed by

Tenant under this Lease; (4) any negligence of Tenant or of Tenant's employees, agents, contractors or guests; or (5) any mechanic's or materialman's lien or claim of lien, whether or not discharged, unless resulting from work which Landlord caused to be performed. In the event that any action or proceeding is brought against Landlord by reason of any of the foregoing, Tenant shall, at the request of Landlord, assume the defense of the same at Tenant's sole cost with counsel satisfactory of Landlord. Landlord and Landlord's insurers shall each have the right to employ, at its expense, separate counsel in any such action or proceeding and to participate in the defense thereof. Tenant shall consent to and indemnify Landlord against the costs of any reasonable settlement agreed to by Landlord of such action or proceeding.

12. INSURANCE.

A. Throughout the remainder of the Term, Tenant shall procure and maintain insurance at terms and rates and providing the amounts and types of coverage reasonably acceptable to Landlord, including, but not limited to, any insurance that may be required of Tenant by any Mortgagee.

B. In addition to the foregoing, Tenant shall, throughout the Term, procure and maintain (or cause Tenant's manager to procure and maintain) the following insurance:

(1) Workers' compensation and employer's liability insurance as required by the Laws of the State of Illinois.

(2) Such other insurance in such amounts as Landlord, in its reasonable judgment, deems advisable for protection against claims, liabilities and losses arising out of or connected with the operations of the Community and the Premises.

C. Coverage. All insurance described in Section 12(B)(1) may be obtained by Tenant or Tenant's manager by endorsement or equivalent means under blanket insurance policies, provided that such blanket policies substantially fulfill the requirements specified herein, (ii) shall be issued by reputable companies authorized to do business in the state where the Community is located, and (iii) shall otherwise comply with the terms of the any loan agreement entered into by Landlord in connection with any mortgage financing secured by the Premises. Any deductibles under blanket policies must be approved by Landlord. If Landlord does not approve the deductible limits under one (1) or more blanket policies, Tenant shall obtain insurance coverage under policies with deductible limits approved by Landlord (which approval shall not be unreasonably withheld). In the event Landlord requires levels of insurance coverage higher than those specified herein, it is agreed that Landlord shall bear the costs of any increased premiums relating thereto. Landlord shall use its commercially reasonable efforts to require that any deed of trust or mortgage secured by the Premises shall contain provisions to the effect the proceeds of the property insurance policies required to be carried under this Lease shall be available for repair and restoration of the Premises.

D. All insurance policies (other than workers' compensation and employers' liability insurance) provided under this Section 12 shall name Tenant and Landlord as named

insureds. In addition, policies required under Section 12(E) shall name the holders of such mortgages or deeds of trust as specified by Landlord ("Mortgagees") as additional insureds. Tenant shall deliver to Landlord duplicate original policies with respect to all policies so procured, including existing, additional and renewal policies and, in the case of insurance about to expire, shall deliver certificates of insurance with respect to the renewal policies not less than fifteen (15) days prior to the respective date of expiration. Any losses shall be paid to the named insureds as their respective interests may appear. All policies of insurance provided for under this Section 12 shall have attached thereto an endorsement that such policy shall not be canceled or materially changed without at least ten (10) days' prior written notice to each named insured.

E. Tenant shall procure and maintain all further insurance required under the terms of any deeds of trust or mortgages now or hereafter encumbering the Premises throughout the portion of the Term in which such deeds of trust or mortgages are in effect.

F. It is agreed that any insurance policy carried by Tenant or Tenant's manager with respect to the Premises (whether or not required hereunder) which does not name all of Landlord, Tenant and Mortgagees (if any) as insureds shall provide that the insurance company issuing said policy shall have no rights of subrogation against those parties specified above which are not so named on the policy.

13. FREE FROM LIENS. Should any mechanic's or materialmen's liens or other liens or affidavits claiming liens be filed against the Premises or any portion thereof or interest therein by reason of work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to or for the benefit of Tenant or anyone claiming by, through or under Tenant, then within thirty (30) days of being notified of any such claim, lien or filing, Tenant shall cause the same to be canceled and discharged of record by payment, bonding or otherwise as is necessary to prevent the foreclosure thereof. Tenant shall have no power to do any act or to make any contract which may create or be the foundation for any lien, mortgage or other encumbrance upon the reversion or other estate or interest of Landlord in the Premises or the Community.

14. UTILITIES. Tenant shall cause to be paid before delinquency all charges of water, sewage, gas, heat, electricity, power, telephone service and all other services or utilities used in, upon or about the Premises by Tenant or any of its subtenants, licensees or concessionaires during the Term and to be maintained any and all deposits that may be required by any party rendering such services. To the extent that utilities are not separately metered, Tenant shall pay its proportionate share of such utility bills based on the proportion of such bills that are attributable to the Premises based on estimated use.

15. DAMAGE AND DESTRUCTION OF COMMUNITY. If, during the Term, the Community or any material part thereof (regardless of whether such material part thereof is located within the Real Property) shall be destroyed or damaged in whole or in part by fire or any other cause then this Lease shall terminate and be of no further force or effect. Tenant hereby transfers and assigns to Landlord all rights, title and interest in any insurance proceeds to which Tenant may be entitled. In the event of any damage or destruction to the Premises, this Section 15 shall be subject to the rights of Landlord's first Mortgagee, if any,

pursuant to any mortgage loan documents to which Landlord is a party (the "Loan Documents").

16. ASSIGNMENT AND SUBLETTING.

A. Except with respect to any Residency Agreements entered into by Tenant or Tenant's manager (on Tenant's behalf) on an arm's length basis from time to time during the Term that are terminable upon thirty (30) days' notice and otherwise in the ordinary course of business, Tenant shall not, without the prior written consent of Landlord in each case, sell, assign or in any manner transfer this Lease or any interest therein or the estate of Tenant hereunder, or sublease the Premises. Any change in the ownership or control of Tenant (except as to transfers of stock ownership by way of sale of membership interests, merger or otherwise among the shareholders of Tenant existing as of the date of execution hereof) shall be deemed an assignment or transfer in violation of this Section 16.

B. If the Premises or any part thereof is sublet to or occupied by any party other than Tenant in violation hereof, Landlord may, after default by Tenant, collect rent from any assignee, subtenant or occupant and apply the net amount collected to the rent herein reserved (but no such subletting, sale, assignment, occupancy or collection shall be deemed a waiver of any covenant contained in this Lease or release Tenant from any of its obligations hereunder).

C. Tenant shall not at any time during the Term, without the prior written consent of Landlord, pledge, mortgage or hypothecate any of the leasehold estate hereby created or any of the Community or the Premises.

17. DEFAULT BY TENANT; LANDLORD'S REMEDIES.

A. Any one or more of the following events shall constitute an event of default under this Lease (each, an "Event of Default"):

(1) Tenant shall abandon the Premises or otherwise cease or substantially curtail its operations in the Premises (except as necessitated by force majeure); or

(2) Tenant shall default in making payment to Landlord of any Rent on the date the same is due; or

(3) Tenant shall default in complying with any other agreement, term, covenant or condition of this Lease and such noncompliance shall continue for a period of thirty (30) days after written notice from Landlord (or such shorter period as is set forth in any Loan Documents) provided, however, that no such cure period shall be applicable to any agreement, term, covenant or conditions contained herein which has a cure period specified in this Lease with respect thereto; or

(4) This Lease or the estate of Tenant hereunder shall be transferred, assigned or subleased in violation of the provisions of Section 16 above; or

(5) Tenant shall make a general assignment for the benefit of creditors or

shall petition or apply to any tribunal for the appointment of a trustee, custodian, receiver, or liquidator of all or any substantial part of its business, estates or assets or shall commence any proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation Law of any jurisdiction, whether now or hereafter in effect, or shall admit in writing an inability to pay its debts as they become due, or otherwise become insolvent; or

(6) Any such petition or application described under Section 17(A)(5) shall be filed or any such proceedings shall be commenced against Tenant and Tenant by any act shall indicate approval thereof, consent thereto or acquiescence therein, or an order shall be entered appointing a trustee, custodian, receiver or liquidator of all or any substantial part of the assets of Tenant or adjudicating Tenant bankrupt or insolvent or approving the petition in any such proceeding, and such order shall remain undischarged for a period of more than thirty (30) days; or Tenant shall default (or cause a default) under any Ancillary Document and such default shall continue through the end of any specified cure period in such Ancillary Document.

B. This Lease is subject to the limitations that if and whenever any Event of Default shall occur, in addition to any other rights and remedies given hereunder or by law or equity, Landlord may:

(1) Terminate this Lease, in which event Tenant shall immediately surrender possession of the Premises to Landlord; and/or

(2) Without effecting a termination of this Lease, enter upon and take possession of the Premises and expel or remove Tenant and any other occupant therefrom (including, without limitation, altering locks and other security devices at the Premises).

C. Exercise by Landlord of the remedies granted under Section 17(B)(2) or otherwise available shall not be deemed to be an acceptance of surrender of the Premises by Tenant, whether by agreement or by operation of Law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant.

D. In the event Landlord elects to terminate the Lease by reason of an Event of Default, then notwithstanding such termination, Tenant shall be liable for and shall pay to Landlord at Landlord's Address, the sum of all rent and other indebtedness accrued to the date of such termination, and all expenses incurred by Landlord as provided in Section 17(F).

E. In the event that Landlord elects to repossess the Premises without terminating the Lease, Tenant shall be liable for and shall pay to Landlord at Landlord's Address all Rent and other indebtedness accrued to the date of such repossession, plus Rent (including, without limitation, all such taxes and expenses as Tenant is required to pay hereunder) and all other sums required to be paid by Tenant during the remainder of the Term until the date of expiration of the Term diminished by any net sums thereafter received by Landlord through reletting the Premises during such period (after deducting expenses incurred by Landlord as provided in Section 17(F) below), it being expressly agreed that re-

entry of Landlord will not affect the obligations of Tenant for the unexpired term of the Lease. In no event shall Tenant be entitled to any excess of the Rent obtained by reletting over and above the Rent herein reserved, if any. Actions to collect amounts due by Tenant as provided in this Section 17(E) may be brought from time to time, on one (1) or more occasions, without the necessity of Landlord's waiting until expiration of the Term.

F. If an Event of Default occurs, Tenant shall, in addition to all amounts due under this Section 17 be liable for and shall pay to Landlord, at Landlord's Address, any and all of the following described amounts:

(1) The cost of removing and storing Tenant's or other occupant's property;
and

(2) All reasonable expenses incurred by Landlord in enforcing Landlord's remedies, including, but not limited to, reasonable attorneys' fees.

Past due rental amounts and other past due payments shall bear interest at ten percent (10%) per annum from the due date until paid.

G. In the event of termination or repossession of the Premises for an Event of Default, except to the extent required by applicable law, Landlord shall not have any obligation to relet or attempt to relet the Premises, or any portion thereof, or to collect rental after reletting; but Landlord shall have the option to relet or attempt to relet; and in the event of reletting, Landlord may relet the whole or any portion of the Premises for any period, to any tenant, for any rental, and for any use and purpose.

H. If Tenant should fail to make any payment or cure any default under this Lease within the time period (if any) provided for in Section 17(A) above, Landlord, without being under any obligation to do so and without such default being thereby waived or deemed cured, may make such payment and/or remedy such other default for the account of Tenant (and enter the Premise for such purpose), and thereupon Tenant shall be obligated to, and hereby agrees to, pay Landlord, upon demand, all costs, expenses and disbursements (including, but not limited to, reasonable attorneys' fees) incurred by Landlord in taking such remedial action, plus interest thereon at the rate specified in Section 3(F) above.

I. In the event Tenant defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and Landlord places the enforcement of this Lease, or any part thereof, or the collection of any rent or other amount due, or to become due hereunder, or recovery of the possession of the Premise in the hands of an attorney or collection agency, or files suit upon this Lease, Tenant agrees to pay all Landlord's costs of enforcement and collection, including, without limitation, reasonable attorneys' fees. In addition to remedies of Landlord specified in this Section 17, upon an Event of Default by Tenant, Landlord shall have all other rights and remedies available to Landlord at Law or in equity.

18. DEFAULT BY LANDLORD. In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages (Tenant hereby waiving the benefit of any

Laws granting it a lien upon the property of Landlord and/or upon Rent due Landlord, or any right of setoff, or a right to terminate this Lease), but prior to any such action Tenant shall give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have a reasonable period, but in no event less than thirty (30) days, in which to commence to cure any such default. Unless and until Landlord fails to so commence to cure any default after such notice or having so commenced thereafter fails to exercise reasonable diligence to complete such cure, Tenant shall not have any remedy or cause of action by reason thereof. All obligations of Landlord hereunder shall be construed as covenants, not conditions; and all such obligations will be binding upon Landlord only during the period of its holding of legal title to the Premises and not thereafter.

Notwithstanding any provision to the contrary herein, if Landlord becomes obligated to pay Tenant a money judgment arising out of any failure by Landlord to perform or observe any of the terms, covenants, conditions or provisions to be performed or observed by Landlord hereunder, such money judgment shall be subject and subordinate to the Loan Documents and Tenant shall be limited for the satisfaction of said money judgment solely to Landlord's interest in the Premises or any proceeds arising from the sale thereof and no other property or assets of Landlord or its individual directors, officers or shareholders shall be subject to levy, execution or other enforcement procedure whatsoever for the satisfaction of said money judgment.

19. SALES OF PREMISES BY LANDLORD. The term "Landlord" shall mean only the then current owner of the Premises, and in the event of any sale or other transfer of the Premises by Landlord, Landlord shall be released from all liability under this Lease arising out of any action, occurrence or omission occurring after the consummation of such sale; and the purchaser at such sale or any subsequent sale of the Premises shall be deemed to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease; provided, however, that the benefit of Tenant's indemnification obligations under this Lease shall also run in favor of any former Landlord.

20. CONDEMNATION.

A. If any material portion of the Community (regardless of whether such material portion is located within the Real Property) shall be taken or condemned in any eminent domain, condemnation, compulsory acquisition or like proceeding by any competent authority, then this Lease shall terminate and be of no further force or effect.

B. Tenant shall not make any claim for condemnation or similar proceeds with respect to its leasehold interest, and Tenant hereby transfers and assigns to Landlord all rights, title and interest in any such proceeds to which Tenant may be entitled.

C. For the purposes of this Section 20, a material portion of the Community shall be deemed to have been taken if ten percent (10%) or more of the public space of the Community is so taken or if ten percent (10%) or more of the residence rooms are so taken.

21. QUIET ENJOYMENT. Landlord covenants that Tenant, upon paying the rent reserved and on performing all of the terms, covenants and conditions hereof on the part of

Property is located, and hereby appoints Landlord as its attorney-in-fact for the purposes of executing and filing such financing statements in the name of Tenant. Landlord may at its election at any time file a copy of this Lease as a financing statement. Landlord, as secured party, shall be entitled to all of the rights and remedies afforded a secured party under the Uniform Commercial Code as adopted by the State where the Real Property is located, which rights and remedies shall be in addition to and cumulative of the Landlord's liens and rights provided by Law and by the other terms and provisions of this Lease.

All of the benefits of this Section 23 shall also inure to the benefit of any first Mortgagee and, upon an Event of Default, or upon the occurrence of any default beyond any applicable notice and grace periods under any Loan Document, a first Mortgagee shall have the right to exercise any and all of the rights and remedies of Landlord hereunder. Moreover, Landlord's lien shall be and remain subject to the lien of and all of the rights of a first Mortgagee under the Loan Documents.

24. SUCCESSORS IN INTEREST. Subject to the provisions of Section 16 above, the provisions of this Lease shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns.

25. LANDLORD - TENANT RELATION. The relation created by this Lease is that of landlord and tenant. No provision of this Lease shall be construed in such a way as to constitute Landlord and Tenant co-venturers or partners or to make Tenant the agent of Landlord or vice versa or to make either party liable for the debts of the other.

26. PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

27. HEADINGS. The various section headings contained in this Lease are for the purpose of convenience only and shall not be considered a part hereof and shall not in any way affect the meaning in interpretation thereof.

28. TIME OF THE ESSENCE. Time is of the essence of each and every obligation of Tenant under this Lease.

29. SUBORDINATION; ATTORNMENT. Tenant hereby acknowledges and agrees that its rights hereunder, the lien of this Lease and all of the terms and provisions hereof are subordinate and inferior to the lien of any and all of the terms and provisions of the Loan Documents and of any other deed of trust or mortgage hereafter given or granted by Landlord encumbering the Premises and any subsequent amendment or modification of the same (whether as a rearrangement, replacement, renewal, refinancing, consolidation, modification or enlargement of debt now or hereafter existing or to secure new debt). In the event any proceedings are brought for foreclosure under any of such deeds of trust, or in the event of the exercise of power of sale under either of same, and an election by the purchaser at such foreclosure sale to continue this Lease in force, Tenant shall attorn to the purchaser upon any such foreclosure sale and recognize such purchaser as the Landlord under this

Lease.

30. THIRD PARTY BENEFICIARY; AMENDMENT. Any first Mortgagee shall be deemed a third party beneficiary hereof with respect to any provision hereof intended to benefit it. This Lease may not be amended, modified, supplemented, replaced or terminated without the express written consent of any first Mortgagee and Landlord hereunder shall not accept a surrender of same without the express written consent of any first Mortgagee; any purported amendment, modification, supplement, replacement, termination or surrender without such consent shall be ineffective against any first Mortgagee; provided, however, that nothing contained in this sentence shall be deemed to limit or affect the provisions of Section 29 hereof.

31. ESTOPPEL CERTIFICATE. Within fifteen (15) days after request therefor by either party hereto, the other party agrees to deliver to such requesting party a certificate addressed to such requesting party, certifying that this Lease is in full force and effect and unamended (or, if amended, so specifying, with the date of each such amendment) and, if the case, that neither such party nor the requesting party is in default under this Lease (or, if a party is in default, specifying the same), and that neither party has any offsets, claims or defenses against the other arising under this Lease (or, if any are claimed, specifying the same).

32. NO BROKER. Each of Landlord and Tenant represents and warrants to the other that no broker was involved in connection with this Lease and indemnifies the other against any commission or finder fee from any broker claiming the same by, through or under the indemnifying party.

33. HOLDOVER. Tenant acknowledges that possession of the Premises must be surrendered to Landlord at the expiration or earlier termination of the Term. The parties recognize and agree that the damage to Landlord resulting from any failure by Tenant to surrender possession of the Premises timely as aforesaid will be impossible to measure accurately. Tenant therefore agrees that if possession of any portion of the Premises is not surrendered to Landlord upon the expiration or earlier termination of the Term, then Tenant shall pay to Landlord, as liquidated damages, with respect to the portion of the Premises in which Tenant holds over, for each month and for each portion of any month during which Tenant holds over, a sum equal to one hundred fifty percent (150%) of the monthly Basic Rent and Percentage Rent which was payable under this Lease with respect to the immediately preceding month of the Term. Nothing herein contained shall be deemed to permit Tenant to retain possession of the Premises after the expiration or earlier termination of the Term. If Tenant holds over in possession after the expiration or termination of the Term, such holding over shall not be deemed to extend the Term or renew this Lease, but the tenancy thereafter shall continue as a tenancy from month to month upon the terms and conditions of this Lease at the Basic Rent and Percentage Rent as herein increased. This provision shall survive the expiration or earlier termination of this Lease.

34. NON-MERGER. There shall be no merger of this Lease, nor of the leasehold estate created by this Lease with the fee estate in the Premises, by reason of the fact that this Lease or the leasehold estate created by this Lease or any interest of Tenant in this Lease or any such leasehold estate may be held, directly or indirectly, by or for the account of any party

who shall own the fee estate in the Premises.

35. Waiver of Jury Trial; Venue. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION BROUGHT ON OR WITH RESPECT TO THIS LEASE, INCLUDING TO ENFORCE OR DEFEND ANY RIGHTS HEREUNDER, AND AGREES THAT ANY SUCH ACTION SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE SHALL BE INSTITUTED IN ANY FEDERAL OR STATE COURTS IN THE COUNTY OF COOK, STATE OF ILLINOIS AND LANDLORD AND TENANT (A) WAIVE ANY OBJECTIONS WHICH THEY MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND (B) IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE.

36. NON-WAIVER. Waiver by Landlord of any right for any default or Event of Default of or by Tenant shall not constitute a waiver of either a subsequent default or Event of Default of the same obligation or of any other default or Event of Default.

37. LAW GOVERNING. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois.

38. ENTIRE AGREEMENT; AMENDMENTS. This Lease and the instruments referred to herein represent the entire agreement and understanding between the parties hereto regarding the subject matter dealt with herein and may not be amended, waived or discharged except by an instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought. The following exhibits and riders are attached hereto and incorporated herein by this reference:

Exhibit A-1	Legal Description of Community
Exhibit A-2	Legal Description of Real Property
Exhibit B-1	Basic Rent
Exhibit B-2	Percentage Rent

39. COUNTERPARTS. This Lease may be executed and delivered in multiple counterparts (including by email or facsimile), each of which shall be considered an original but all of which shall constitute one agreement.

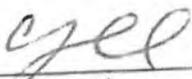
40. GENDER AND NUMBER. Whenever required by the context, as used in this Lease, the singular number shall include the plural, and the masculine gender shall include the feminine and the neuter.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have duly executed this Lease as of the day and year first set forth above.

LANDLORD:

FFII CARILLON OWNER LLC, a Delaware limited liability company

By: 
Name: Curt P. Schaller
Title: Authorized Signatory

TENANT:

FFII CARILLON TENANT LLC, a Delaware limited liability company

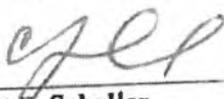
By: 
Name: Curt P. Schaller
Title: Authorized Signatory

EXHIBIT "A-1"

Legal Description of Community

PARCEL 1

THAT PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING PARTS OF LOTS 25, 26, 30, 31, 32, 38 AND 39 IN THE COUNTY CLERKS DIVISION OF UNSUBDIVIDED LANDS IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 82 IN REGENCY OAKS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 0321918004; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD FOR THE FOLLOWING FOUR (4) COURSES; (1) THENCE NORTH 88° 42' 27" EAST, 70.93 FEET TO A POINT OF CURVATURE; (2) THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONVEX TO THE NORTH, HAVING A RADIUS OF 1818.56 FEET, AN ARC DISTANCE OF 849.47 FEET (THE CHORD THEREOF BEARING SOUTH 77° 54' 38" EAST) TO A POINT OF TANGENCY; (3) THENCE SOUTH 64° 31' 44" EAST, 366.04 FEET TO A POINT OF CURVATURE; (4) THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 3013.72 FEET, AN ARC DISTANCE OF 23.31 FEET (THE CHORD THEREOF BEARING SOUTH 64° 45' 02" EAST); THENCE SOUTH 25° 01' 40" WEST, 130.00 FEET; THENCE SOUTH 64° 58' 20" EAST, 73.00 FEET; THENCE SOUTH 23° 41' 52" WEST, 64.66 FEET TO A NON-TANGENT POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVED LINE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 282.00 FEET, AN ARC DISTANCE OF 225.61 FEET (THE CHORD THEREOF BEARING SOUTH 31° 41' 11" EAST) TO A POINT OF NON-TANGENCY; THENCE SOUTH 25° 23' 55" WEST, 380.40 FEET; THENCE NORTH 75° 20' 52" EAST, 72.65 FEET; THENCE SOUTH 14° 39' 08" EAST, 25.00 FEET; THENCE SOUTH 51° 20' 52" EAST, 226.61 FEET; THENCE SOUTH 05° 25' 34" EAST, 99.89 FEET; THENCE SOUTH 67° 56' 54" WEST, 140.01 FEET TO A LINE 50.00 FEET, MEASURED AT RIGHT ANGLES, NORTH OF AND PARALLEL WITH THE NORTH LINE OF OAK GROVE OF BARTLETT UNIT NO. 2 ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 24873605; THENCE SOUTH 01° 17' 57" EAST, 50.00 FEET TO THE SAID NORTH LINE; THENCE SOUTH 88° 42' 03" WEST ALONG SAID LAST DESCRIBED NORTH LINE, 809.29 FEET TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER OF SECTION 34; THENCE SOUTH 00° 10' 00" WEST ALONG SAID LAST DESCRIBED WEST LINE, 523.27 FEET; THENCE NORTHERLY ALONG THE EAST LINE OF REGENCY OAKS SUBDIVISION, AFORESAID, FOR THE FOLLOWING TWENTY SIX (26) COURSES; (1) THENCE NORTH 38° 12' 07" WEST, 209.89 FEET; (2) THENCE NORTH 63° 09' 21" WEST, 11.85 FEET; (3) THENCE NORTH 08° 22' 59" WEST, 234.35 FEET; (4) THENCE NORTH 01° 17' 56" WEST, 84.87 FEET; (5) THENCE NORTH 09° 16' 30" WEST, 85.25 FEET; (6) THENCE NORTH 17° 17' 15" WEST, 85.64 FEET; (7) THENCE NORTH 24° 59' 32" WEST, 82.14 FEET; (8) THENCE NORTH 27° 25' 35" WEST, 69.96 FEET; (9) THENCE NORTH 26° 21' 20" WEST, 59.25 FEET; (10) THENCE NORTH 01° 55' 13" WEST, 60.15 FEET; (11) THENCE NORTH 04° 59' 33" EAST, 47.32 FEET; (12) THENCE NORTH 33° 53' 43" EAST, 65.69 FEET; (13) THENCE NORTH 37° 07' 00" EAST, 70.11 FEET; (14) THENCE NORTH 27° 22' 35" EAST, 103.92 FEET; (15) THENCE NORTH 07° 18' 53" EAST, 112.83 FEET; (16) THENCE NORTH 13° 12' 46" WEST, 112.77 FEET; (17) THENCE NORTH 33° 43' 50" WEST, 112.77 FEET; (18) THENCE NORTH 48° 07' 36" WEST, 70.18 FEET; (19) THENCE NORTH 43° 59' 26" WEST, 70.00 FEET; (20) THENCE NORTH 41° 20' 51" WEST, 60.95 FEET; (21) THENCE NORTH 21° 28' 24" WEST, 52.64 FEET; (22) THENCE NORTH 00°

28' 38" EAST, 52.83 FEET; (23) THENCE NORTH 00° 55' 00" EAST, 83.32 FEET; (24) THENCE NORTH 07° 25' 34" WEST, 23.56 FEET; (25) THENCE NORTH 00° 21' 30" EAST, 56.58 FEET; (26) THENCE NORTH 02° 21' 42" WEST, 50.30 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT IN FAVOR OF PARCEL 1 AS CREATED BY THE FIRST AMENDMENT TO CLARE OAKS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED JANUARY 2, 2013 AS DOCUMENT 1300244080, MADE BY THE SISTERS OF SAINT JOSEPH OF THE THIRD ORDER OF ST. FRANCIS, INC., AN INDIANA NOT-FOR-PROFIT CORPORATION, FOR INGRESS AND EGRESS TO AND FROM DEVON AVENUE FOR PEDESTRIANS AND MOTOR VEHICLES OVER, ACROSS AND UPON THE ROAD, KNOWN AS POND VIEW LANE, AS FURTHER DESCRIBED AND DEPICTED THEREIN.

EXHIBIT "A-2"

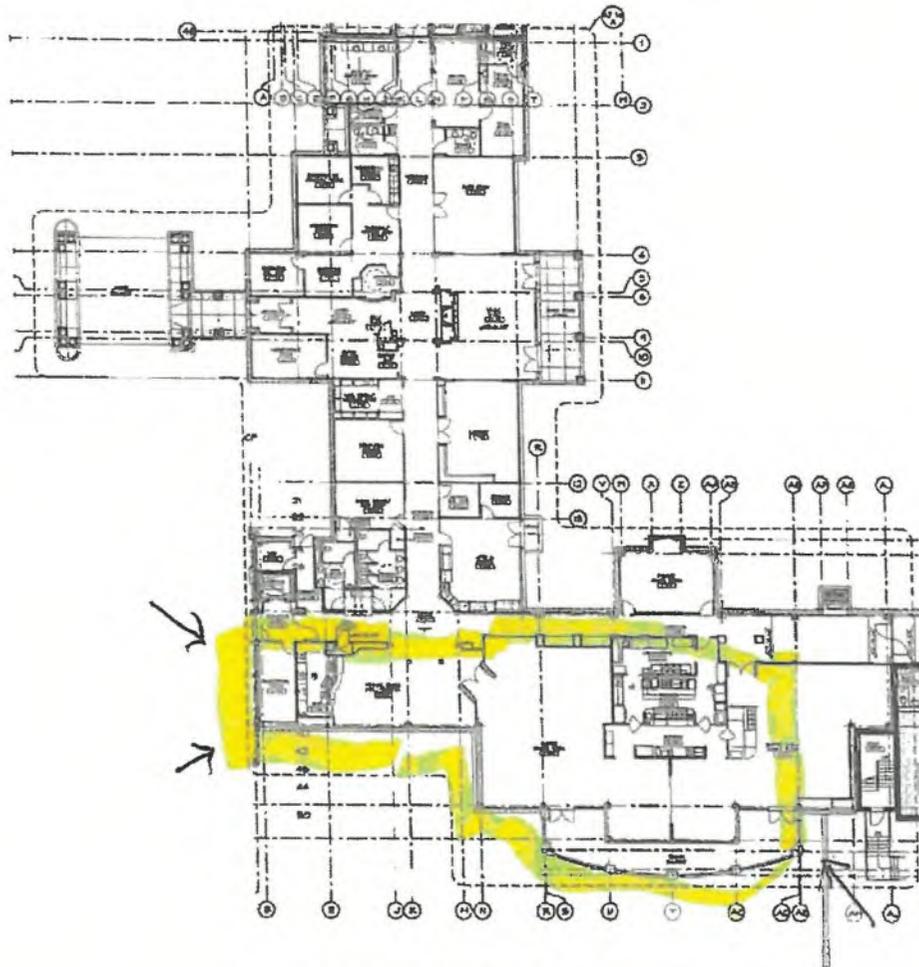
Legal Description of Real Property

All of the independent living, assisted living, and memory care units located at the Community, excluding, for the avoidance of doubt, those certain sixty (60) skilled nursing facility units located within the Community.

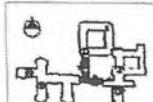
EXHIBIT "B-2"
Percentage Rent

Tenant shall pay Landlord Percentage Rent for each Breakpoint Period (as set forth below) in an amount equal to the product of the applicable percentage set forth below times the portion of Gross Revenue in excess of the applicable amount set forth below. The term "Gross Revenue" shall mean, in connection with any period, all operating revenue received or accrued for the benefit of Tenant and arising from the operation of the Premises (or any portion thereof) attributable to such period, calculated on an accrual basis and determined in accordance with GAAP.

Breakpoint Period	Breakpoint	% Rent Due
Month 1 - 12	\$0	95%
Month 13 - 24		95%
Month 25 - 36		95%
Month 37 - 48		95%
Month 49 - 60		95%
Month 61 - 72		95%
Month 73 - 84		95%
Month 85 - 96		95%
Month 97 - 108		95%
Month 109 - 120		95%



A ORIENTATION PLAN - FIRST FLOOR - AREA C



KEY PLAN



FreemanWhite

257 Armistead Blvd.
Chatham, NC 28520-4805
P: 252.328.1000
F: 252.328.1001



Clare Oaks
Retirement
Community

Sisters of
 St. Joseph
 of the Third Order
 of St. Francis

Barbott, S.

COMMONS
ORIENTATION
PLAN
FIRST FLOOR
AREA C

PROJECT NUMBER
000000
DATE
OCTOBER 11, 2006

Drawn by

Checked by

Approved by

DATE

SCALE

PROJECT NUMBER

DATE

• G5.1c



Est. 1892

DEPARTMENT OF POLICE

The Village of Bartlett



Police Department, 228 S. Main Street, Bartlett, Illinois 60103-4495
Telephone 630.837.0846 Fax 630.837.0865

POLICE DEPARTMENT MEMORANDUM 25-37

DATE: April 10, 2025
TO: Paula Schumacher, Village Administrator
FROM: Will Naydenoff, Acting Chief of Police *WN*
RE: Liquor License Applicant

Fingerprint record checks for criminal history records have been completed on the following Liquor License Applicant:

Curt Patrick Schaller

Business: The Oaks at Bartlett (Owner)

The applicant's criminal records were checked through the Illinois State Police Bureau of Identification and Federal Bureau of Identification and were returned showing no criminal record.

There is no record that would disqualify him as an applicant under Illinois Law.

WN/kt

cc: Sam Hughes
File



450th National
Accredited



Est. 1892

DEPARTMENT OF POLICE

The Village of Bartlett



Police Department, 228 S. Main Street, Bartlett, Illinois 60103-4495
Telephone 630.837.0846 Fax 630.837.0865

POLICE DEPARTMENT MEMORANDUM 25-19

DATE: March 20, 2025
TO: Paula Schumacher, Village Administrator
FROM: Will Naydenoff, Acting Chief of Police *WN*
RE: Liquor License Applicant

Fingerprint record checks for criminal history records have been completed on the following Liquor License Applicant:

Paul Anthony Froning

Business: The Oaks at Bartlett (Owner)

The applicant's criminal records were checked through the Illinois State Police Bureau of Identification and Federal Bureau of Identification and were returned showing no criminal record.

There is no record that would disqualify him as an applicant under Illinois Law.

WN/kt

cc: Diane Czerwinski
File



450th Nationally
Accredited



Village of Bartlett, IL

April 11, 2025

LM-46
Liquor Manager
Application
Status: Active
Submitted On: 1/17/2025

Primary Location
No location
Owner
No owner information

Applicant
Tom Smith
630-372-1983
@ [REDACTED]
825 Carillon Drive
Bartlett, IL 60103

Statement of Liquor Manager

Name of Business* ?

Hearthwood Senior Living

Business Address:*

825 Carillon Drive. Bartlett IL 60103

Business Telephone Number*

630-372-1983

Liquor Manager Name*

Rosa Robles

Home Address*

[REDACTED]

Previous address ?

Home Telephone Number* ?

[REDACTED]

Date of birth*

[REDACTED]

Place of birth*

Mexico

Social Security Number*

[REDACTED]

Drivers License Number*

[REDACTED]

State issued by

Illinois

Have you been fingerprinted by the Bartlett Police Department for the purpose of this application?*

Yes



Date fingerprinted?*

01/14/2024

Have you ever been convicted of a felony under any Federal or State law in the last 10 years?*

No

Have you been convicted of being the keeper of a house of ill fame, or of pandering or other Crimes or misdemeanors opposed to decency and morality?*

No

Have you ever been convicted of a violation of any Federal, State or Local Liquor law?*

No

Have you ever permitted an Appearance Bond Forfeiture for any of the violations mentioned in the questions above?*

No

Has any license previously issued to you by Federal, State or Local authorities been revoked?*

No

In what capacity are you employed by the applicant? *

Assistant Director of Dining Services

Give name of person who appointed you in your present capacity*

Mario Plata

Date of appointment

01/28/2013

List employer(s) for past five year, including business name, address, manager's name, and position.*

The Oaks at Bartlett
825 Carillon Dr
Bartlett, IL 60103

List all prior experience and education that you have in managing the sale of alcoholic liquor and/or in conducting any business which is similar in nature to the business which you will be engaged in pursuant to the application*

Dining Room Manager, Assistant Dining Services Director since January 2013

How many hours per week will you be physically present at the premises to be licensed?*

40

AFFIDAVIT

Petitioner swears (or affirms) that he/she will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the Laws of the State of Illinois or the Laws of the State of Illinois or the Laws of the United States of America, in the conduct of the place of business described herein. The undersigned further swears (of affirms) that he/she shall conduct the business in a manner consistent with all representations made on this application and consistent with any representations made before the Local Liquor Commissioner.

By checking this box I agree to the above without reservation.*

Thomas Allen Smith
Jan 17, 2025

CORPORATION INVESTIGATION AUTHORIZATION/RELEASE

I hereby authorize the Chief of Police of the Village of Bartlett, or his designee, to conduct a background investigation, including the authorization to receive reports from other law enforcement agencies necessary to verify the information included in this application and to verify compliance of applicable Federal, State and Local law. I hereby release the Village of Bartlett, the Bartlett Police Department, and each of their respective Directors, Officers, Elected and appointed Officials, Agents and Employees from any and all liability which may arise as a result of such background investigation.

By checking this box I agree to the above without reservation.*

Thomas Allen Smith
Jan 17, 2025





Est. 1892

DEPARTMENT OF POLICE

The Village of Bartlett



Police Department, 228 S. Main Street, Bartlett, Illinois 60103-4495
Telephone 630.837.0846 Fax 630.837.0865

POLICE DEPARTMENT MEMORANDUM 25-04

DATE: January 17, 2025
TO: Paula Schumacher, Village Administrator
FROM: Geoffrey Pretkelis, Chief of Police *GP*
RE: Liquor License Applicant

Fingerprint record checks for criminal history records have been completed on the following Liquor License Applicant:

Rosa Esthefany Robles Cabral

Business: Carillon Crossings (Assistant Dining Director)

The applicant's criminal records were checked through the Illinois State Police Bureau of Identification and Federal Bureau of Identification and were returned showing no criminal record.

There is no record that would disqualify her as an applicant under Illinois Law.

GP/kt

cc: Diane Czerwinski
File



450th Nationally
Accredited