

**VILLAGE OF BARTLETT**  
**VILLAGE HALL, 228 S. MAIN STREET**  
**BOARD AGENDA**  
**June 3, 2025**  
**7:00 P.M.**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. **TOWN HALL: (Note: Three (3) minute time limit per person)**
6. **\*CONSENT AGENDA\***  
*All items listed with an asterisk\* are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the General Order of Business and considered at the appropriate point on the agenda.*
- \*7. **MINUTES: Board – May 20, 2025**
- \*8. **BILL LIST: June 3, 2025**
9. **TREASURER'S REPORT: None**
10. **PRESIDENT'S REPORT:**
  - A. Senator Lewis Certificate Presentation to State Champion Wrestlers
  - B. State Champion Wrestler Proclamation (2)
  - C. Diane Czerwinski Proclamation
11. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
12. **STANDING COMMITTEE REPORTS:**
  - A. **BUILDING AND ZONING COMMITTEE, CHAIRMAN HOPKINS**
    1. Ordinance Rezoning 27W637 Devon Avenue from the B-2 Local Convenience Shopping District to the ER-2 Estate Residence District
    2. Ordinance Approving a Preliminary/Final Planned Unit Development, a Preliminary/Final Plat of Subdivision, Special Use Permits, and a Site Plan for the Devon-Prospect Subdivision
    3. Ordinance Approving a Special Use Permit for a Cannabis Dispensary at 801-803 S. IL Route 59
  - B. **COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY**
    1. None
  - C. **FINANCE COMMITTEE, CHAIRMAN LAPORTE**
    1. Purchase of (1) 2025 Ford Escape
    2. Resolution Approving of the Contract Between Food & Alcohol Service Training, Inc. and the Village of Bartlett
  - D. **LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN BATTERMANN**
    1. Liquor Commissioner Appointment
  - E. **POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI**
    1. Resolution Approving an Intergovernmental Agreement Between the Village of Bartlett and DuPage County for Public Safety Improvements
  - F. **PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE**
    - \*1. Resolution Approving the Intergovernmental Agreement between the Villages of Bartlett and Streamwood for the Reimbursement of the Local Match Relative to the North Avenue STP Resurfacing Project
    - \*2. Resolution Approving of a Professional Services Agreement between the Village of Bartlett and MDS Technologies, Inc for the 2025 Pavement Condition Assessment
    - \*3. Resolution Approving the 2025 Sidewalk Trip Hazard Removal Project Agreement between the Village of Bartlett and Hard Rock Concrete Cutters, Inc
13. **NEW BUSINESS**
14. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
15. **ADJOURNMENT**



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1. CALL TO ORDER

President Wallace, called the regular meeting of May 20, 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 Battermann, Deyne, Gandsey, Hopkins, LaPorte, Suwanski, and President Gunsteen

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Human Resources Director Janelle Terrance, Assistant to the Village Administrator Samuel Hughes, Finance Director Matt Coulter, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Civic Engineer Nick Talarico, Planning & Development Director Kristy Stone, Food and Beverage Manager Paul Petersen, Acting Chief Naydenoff, Deputy Chief Rob Sweeney, Village Attorney Kurt Asprooth, and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Jason Princer of Journey of Hope

4. PLEDGE OF ALLEGIANCE

5. TOWN HALL

6. CONSENT AGENDA

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

Trustee Suwanski stated that she would like to add item E. 2 to the Consent Agenda – A Resolution Approving an Agreement Between the Village of Bartlett and Flock Group, Inc. for License Plate Reader Cameras. Trustee Suwanski asked that item E. 1 – A Resolution Approving an Independent Contractor Agreement Between the Village of Bartlett and New Tradition Funeral Services, LLC be removed from the Consent Agenda.

Trustee Gandsey stated that she would like to add item B. 2 to the Consent Agenda – Bartlett Area Chamber of Commerce Road Closure.

President Gunsteen 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



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

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

AYES: Trustees Battermann, Deyne, Gandsey, 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 LaPorte.

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

AYES: Trustees Battermann, Deyne, Gandsey, 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

Finance Director Matt Coulter stated that the Treasurer's Report is for the month of March, and that the Sales Tax collected in March was for the month of December and totaled \$590,749 which is up \$256,165 or 77% from the prior year. He stated that Motor Fuel Tax allotments for March totaled \$140,929 which is up \$6599 or 5% from the prior year. He went on to say that Bartlett's local share of State Income Tax at the rate of 6.47% for the fiscal year totaled \$6,423,256. Mr. Coulter stated that if we were still receiving our share at 10%, the amount would be \$9,927,752.

**10. PRESIDENT'S REPORT**

President Gunsteen presented the Sister City with a gift for their 15<sup>th</sup> Anniversary. He went on to say that the Village of Bartlett really appreciates our partnership with our sister city in Taiwan and stated that we look forward to many years of this partnership.



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Mayor Gunsteen asked Trustee Deyne to honor the longest serving Park District Commissioner, Mr. Ted Lewis. Trustee Deyne read the Proclamation recognizing Mr. Lewis upon his retirement from the Bartlett Park District Board of Commissioners.

Mayor Gunsteen then read the Proclamation recognizing Brian Kopulos for 30 years of service to the Village of Bartlett.

Mayor Gunsteen asked Trustee LaPorte to read a Proclamation in honor of Public Works Month.

11. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized a few Commissioners on their anniversaries.

Trustee Suwanski wanted to thank the Park District for a great Mother's Day Brunch at Villa Olivia.

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that the Bartlett Area Chamber of Commerce Road Closure was covered and approved under the Consent Agenda.

Trustee Gandsey presented Resolution 2025-47-R, A Resolution Approving an Agreement Between the Village of Bartlett and A5 Group, Inc. She stated that The Village staff has expressed satisfaction with A5's performance in implementing the "Belong in Bartlett" branding initiative and is recommending a continued partnership with the agency. A new contract has been proposed with a more focused and targeted scope, while still incorporating general guidance, bi-weekly consultations, and coordination of media buys. The extended agreement will build on the foundation established during the first phase of the branding campaign and begin shifting attention toward more strategic objectives.

The new agreement will be divided into three key components: economic development, campaign continuation, and the creation of a branding guide. Economic development will be the primary focus, specifically targeting the Lake Street TIF district. A5's previous success in similar projects across Illinois, Ohio, and Michigan, including positive feedback has provided staff confidence in their ability to execute this next phase effectively. Staff efforts to develop a Lake Street story map will complement A5's work, enhancing the impact of this initiative.



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The continuation of the "Belong in Bartlett" campaign will emphasize content creation for social media, and performance reporting. A5 will manage scriptwriting, scheduling, and vendor coordination to ensure consistent messaging. Additionally, a new branding guide will be developed to help staff maintain cohesive communication strategies and appropriate use of brand elements, including the Village logo itself.

The proposed \$25,000 media budget will fund a more targeted campaign focusing on economic development and the Route 20 TIF district, with a continued broader messaging of the initial phase. Trustee Gandsey moved to approve Resolution 2025-47-R, A Resolution Approving an Agreement between the Village of Bartlett and A5 Group, Inc. That motion was seconded by Trustee Deyne.

Trustee Gandsey asked if there was any plan to have influencer mentions and reviews looking for places to target the types of businesses that they want for Lake Street. She stated she was asking more along the lines of paid, earned, and owned category, and wanted to know what A5 could help with under that category. A representative from A5 was present to answer questions. He stated that from a TIF perspective, Route 59, would include the paid media that was talked about as well as earned media. He went on to say that it would include interviews on the radio and TV that are free, along with articles that are placed in real estate and trade publications and area publications. He stated in regard to influencers; it's a great opportunity but some of them are paid a small amount. He went on to say that there's a broad range of tactics that's targeted around the development of the TIF, the continuation of the Belong in Bartlett campaign, and economic development, and to Trustee Gandsey's point, consistency is key. Trustee Gandsey said that was great to hear. She then asked about Google search ads and stated it seemed very low. She asked if there was something different in place for municipalities. The A5 representative stated that the parameters that we set in place will help build our ad sets, which we would then deploy. He went on to say that the good news is that we work with a budget and once that number is set, it won't exceed that amount. He stated that if we chose to increase it to effectively reach our target audience, we could do that as well if the budget allows for it. He went on to say that generally the google ad campaigns that A5 runs, are in a higher monthly range than what they have in the budget. He stated that they can create the ad sets that target specific industries, businesses, and locations and then work from there.

Trustee Gandsey asked who would be monitoring that and where those leads would be funneled. Assistant Village Administrator Scott Skrycki stated that the TIF is 27 years long, and as they continue to build momentum and increment, adding money to that marketing TIF budget will be an option. He went on to say that at year one, they wanted to start with a low budget but as they start seeing momentum build, they can certainly add to the marketing of it.

**ROLL CALL VOTE TO APPROVE THE RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND A5 GROUP, INC.**



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

**C. FINANCE COMMITTEE, CHAIRMAN LAPORTE**

Trustee LaPorte stated that there was nothing to report.

**D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN BATTERMANN**

Trustee Battermann presented the 4<sup>th</sup> of July Fireworks Display Request. He stated that the Committee is planning a fireworks display as part of the 4<sup>th</sup> of July on Friday, July 4, 2025. He went on to say that the contractor is Melrose Pyrotechnic. They've received the appropriate permit from the Fire Protection District for fireworks, which is in the packet, and their license is active. They also have their certificate of insurance. Trustee Batterman moved to approve the fireworks display request. That motion was seconded by Trustee Deyne

**ROLL CALL VOTE TO APPROVE THE 4<sup>TH</sup> OF JULY FIREWORKS DISPLAY REQUEST**

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

Trustee Battermann stated that the second item on the agenda is the Appointment of the Liquor Commissioner, which he would like to postpone until a future meeting.

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

Trustee Suwanski presented item E. 1, A Resolution Approving an Independent Contractor Agreement Between the Village of Bartlett and New Tradition Funeral Services, LLC. She stated that the Police Department is requesting approval of an Independent Contractor Agreement between the Village and New Tradition Funeral Services, LLC that would establish terms of service regarding the removal and transportation of deceased individuals to the Cook County Medical Examiner's Office. Trustee Suwanski moved to approve Resolution 2025-48-R, A Resolution Approving an Independent Contractor Agreement Between the Village of Bartlett and New Tradition Funeral Services, LLC. That motion was seconded by Trustee Deyne.

Trustee Suwanski wanted to confirm that this was just for Cook County. Acting Chief Will Naydenoff stated that when the medical examiner's office requests a decedent to be moved to their facility, they generally call Countryside Funeral Home who then reaches out to a third party that does not transport to Cook County. He stated that under the third party, they don't have an



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agreement with them as far as confidentiality or cost of service, and that this is an agency that the DuPage County Coroner's office uses and came highly recommended. Trustee Suwanski asked if we needed a separate agreement for DuPage County. Acting Chief Naydenoff stated that we do not as DuPage County handles the transports themselves. Trustee Suwanski asked if these decedents were unclaimed. Acting Chief Naydenoff stated that this would be for any type of death investigation where further medical review or an autopsy would be conducted, which is fairly minimal.

ROLL CALL VOTE TO APPROVE THE RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND NEW TRADITION FUNERAL SERVICES, LLC

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

Trustee Suwanski stated that Resolution 2025-49-R, A Resolution Approving the Agreement Between the Village of Bartlett and Flock Group, Inc. for License Plate Reader Cameras, and Resolution 2025-50-R, A Resolution Approving an Agreement Between the Village of Bartlett and DACRA Adjudication Systems, LLC for Software Services were covered and approved under the Consent Agenda.

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that the Purchase of (1) 2025 Ford Escape, Purchase of (1) 2025 LeeBoy Paving Unit, Resolution 2025-51-R, A Resolution Approving of the Fire Hydrant Painting Project Agreement between the Village of Bartlett and GO Painters Inc. Ordinance 2025-52, An Ordinance Accepting the Public Improvements at 475 Miles Parkway, Purchase of (1) Chevy Silverado 2500 Truck, and the Purchase of SL-RAT from InfoSense, Inc. were covered and approved under the Consent Agenda.

13. NEW BUSINESS - None

14. QUESTION/ANSWER PRESIDENT & TRUSTEES

Trustee Hopkins asked how the downtown Streetscape was going. Public Works Director Dan Dinges stated that they've installed the sidewalk along the AT&T building, the Depot Museum concrete was completed this week. He stated that if the rain holds off, they will start doing the removal of sidewalk on the North side of Railroad between Oak and the Metra Station. He stated that next week the plan is to move on the portion over by Moore Brewing, so the project is moving along. President Gunsteen asked what the completion date of that project was, Mr. Dinges stated end of November.



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Trustee LaPorte asked about Devon and Berto and how that was coming along. Mr. Dinges stated that there's a lot in the ground at that intersection that they've found. He stated it's moving slower than they anticipated but they are just about connected up to the manhole which is the end point. He went on to say that they have the lift station scheduled for the start of next week, so they are close to wrapping up that project.

**15. ADJOURNMENT**

President Gunsteen stated the meeting will adjourn. There being no further business to discuss, Trustee Deyne moved to adjourn the meeting, that motion was seconded by Trustee LaPorte.

**ROLL CALL VOTE TO ADJOURN**

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

The meeting was adjourned at 7:39 p.m.

Jackie Cardoza  
Executive Assistant

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 6/3/2025**

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/JUNE 25	963.90
	<b>INVOICES TOTAL:</b>	<b>963.90</b>
		<b>963.90</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 A5 BRANDING & DIGITAL	VILLAGE BRANDING	5,000.00
1 CLARKE ENVIRONMENTAL MOSQUITO	MOSQUITO MGT SERVICE	17,642.50
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	173.39
	<b>INVOICES TOTAL:</b>	<b>22,815.89</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	114.32
1 WAREHOUSE DIRECT	MAINTENANCE SUPPLIES	21.69
	<b>INVOICES TOTAL:</b>	<b>136.01</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CP2 CONSULTING INC	PROFESSIONAL SERVICES	3,000.00
	<b>INVOICES TOTAL:</b>	<b>3,000.00</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT SPORTS	VILLAGE APPAREL	180.00
** 1 BATTERY G 2ND ILLINOIS LIGHT ARTILLERY	CANNON GROUP/MEMORIAL DAY WALK	500.00
** 1 BUGLES ACROSS AMERICA NFP	DONATION/MEMORIAL DAY WALK	100.00
** 1 SHANNON ROVERS IRISH PIPE BAND	BAGPIPERS/MEMORIAL DAY WALK	275.00
	<b>INVOICES TOTAL:</b>	<b>1,055.00</b>
		<b>27,006.90</b>

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANCEL GLINK P.C.	PROFESSIONAL SERVICES	22,098.03
1 CLARK BAIRD SMITH LLP	PROFESSIONAL SERVICES	247.50
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	1,900.00
	<b>INVOICES TOTAL:</b>	<b>24,245.53</b>

\*\* Indicates pre-issue check.

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**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLA INC	BARTLETT HORIZON PLAZA TRAFFIC STUDY	1,300.00
1 BLA INC	BARTLETT IL 59 CANNABIS DISPENSARY TRAFFIC STUDY	500.00
	<b>INVOICES TOTAL:</b>	<b>1,800.00</b>

**523600-SOCIAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHEAST DUPAGE FAMILY	SOCIAL WORKER PROGRAM	5,384.07
	<b>INVOICES TOTAL:</b>	<b>5,384.07</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MGT IMPACT SOLUTIONS LLC	PROFESSIONAL SERVICES	6,708.00
1 WISS JANNEY ELSTNER ASSOCIATES INC	PROFESSIONAL SERVICES	5,500.00
	<b>INVOICES TOTAL:</b>	<b>12,208.00</b>

43,637.60

**1400-FINANCE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GENESISONE	COPIER MAINTENANCE SERVICE	49.43
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	28.00
	<b>INVOICES TOTAL:</b>	<b>77.43</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	MAINTENANCE SUPPLIES	21.69
	<b>INVOICES TOTAL:</b>	<b>21.69</b>

99.12

**1500-PLANNING & DEV SERVICES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	47.78
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	34.37
	<b>INVOICES TOTAL:</b>	<b>82.15</b>

**522501-DOCUMENT IMAGING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TKB ASSOCIATES INC	CONVERSION OF FILES TO LASERFICHE	4,000.00
	<b>INVOICES TOTAL:</b>	<b>4,000.00</b>

\*\* Indicates pre-issue check.

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**526005-PLAN REVIEW SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMPSON ELEVATOR INSPECTION	ELEVATOR PLAN REVIEW	100.00
<b>INVOICES TOTAL:</b>		<b>100.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERNATIONAL CODE COUNCIL INC	ICC BOOKS	524.50
<b>INVOICES TOTAL:</b>		<b>524.50</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - APRIL 2025	504.18
<b>INVOICES TOTAL:</b>		<b>504.18</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BRIAN KRAUSE	EXAM FEE REIMBURSEMENT	305.00
<b>INVOICES TOTAL:</b>		<b>305.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNO MAS LANDSCAPING	LANDSCAPING SERVICES	200.00
1 UNO MAS LANDSCAPING	LANDSCAPING SERVICES	175.00
1 UNO MAS LANDSCAPING	LANDSCAPING SERVICES	150.00
<b>INVOICES TOTAL:</b>		<b>525.00</b>

**6,040.83**

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	225.54
1 COMPASSION FUNERAL SERVICE INC	TRANSPORTATION SERVICES	445.00
1 ELINEUP LLC	SOFTWARE MAINTENANCE AGREEMENT	750.00
1 GENESISONE	COPIER MAINTENANCE SERVICE	314.97
1 NEW TRADITION FUNERAL SERVICES	TRANSPORTATION SERVICES	400.00
<b>INVOICES TOTAL:</b>		<b>2,135.51</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE BLUE LINE	OFFICER RECRUITMENT LISTING	496.00
1 NATIONAL MINORITY UPDATE	ONLINE ENTRY LEVEL POLICE RECRUITMENT AD	195.00
<b>INVOICES TOTAL:</b>		<b>691.00</b>

\*\* Indicates pre-issue check.

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**526050-VEHICLE SET UP**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ULTRA STROBE COMMUNICATIONS INC	HAVIS 12.5" WIDE FLAT 30" VEHICLE-SPECIFIC CONSOLE	6,137.60
<b>INVOICES TOTAL:</b>		<b>6,137.60</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	49.13
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	79.10
1 HEARTLAND ANIMAL HOSPITAL PC	MAVERICK MEDICATION/WELL VISIT	217.57
1 STATE GRAPHICS	BUSINESS CARDS/CONSENT FORMS	637.03
<b>INVOICES TOTAL:</b>		<b>982.83</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	163.84
1 RAY O'HERRON CO INC	UNIFORM APPAREL	113.59
1 RAY O'HERRON CO INC	UNIFORM APPAREL	37.33
1 SPECIAL T UNLIMITED	ACADEMY UNIFORM APPAREL	282.00
1 STREICHER'S INC	UNIFORM APPAREL	227.49
1 STREICHER'S INC	UNIFORM APPAREL	428.92
<b>INVOICES TOTAL:</b>		<b>1,253.17</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	ANNUAL SUBSCRIPTION	380.60
<b>INVOICES TOTAL:</b>		<b>380.60</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - APRIL 2025	11,084.92
<b>INVOICES TOTAL:</b>		<b>11,084.92</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	41.99
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	93.84
1 STATE GRAPHICS	BUSINESS CARDS/CONSENT FORMS	49.80
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	306.46
1 WAREHOUSE DIRECT	MAINTENANCE SUPPLIES	32.66
1 WAREHOUSE DIRECT	MAINTENANCE SUPPLIES	90.22
<b>INVOICES TOTAL:</b>		<b>614.97</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE UPS STORE	SHIPPING CHARGES	22.11

\*\* Indicates pre-issue check.

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INVOICES TOTAL: **22.11**

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTOXIMETERS INC	MATERIALS & SUPPLIES	49.00
1 INTOXIMETERS INC	MATERIALS & SUPPLIES	175.00
<u>INVOICES TOTAL:</u>		<b>224.00</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AKEEL ABDELHADI	TRAINING EXPENSES	27.60
1 MIREYA FLORES	TRAINING EXPENSES	88.40
<u>INVOICES TOTAL:</u>		<b>116.00</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS POLICE ACCREDITATION COALITION	MEMBERSHIP DUES	100.00
1 NORTHERN ILLINOIS POLICE	ANNUAL DUES/EMERGENCY SERVICES TEAM DUES	6,955.00
<u>INVOICES TOTAL:</u>		<b>7,055.00</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OPEN HOUSE ITEMS	51.09
1 AMAZON CAPITAL SERVICES INC	OPEN HOUSE ITEMS	18.29
1 AMAZON CAPITAL SERVICES INC	CREDIT MEMO	-0.77
1 AMAZON CAPITAL SERVICES INC	CREDIT MEMO	-0.61
1 AMAZON CAPITAL SERVICES INC	CREDIT MEMO	-2.31
1 AMAZON CAPITAL SERVICES INC	CREDIT MEMO	-0.77
1 AMAZON CAPITAL SERVICES INC	CREDIT MEMO	-0.31
1 AMAZON CAPITAL SERVICES INC	CREDIT MEMO	-0.61
1 AMAZON CAPITAL SERVICES INC	CREDIT MEMO	-0.31
<u>INVOICES TOTAL:</u>		<b>63.69</b>

**544001-PRISONER DETENTION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT SOAP N SUDS	DETENTION BLANKET CLEANING	42.50
<u>INVOICES TOTAL:</u>		<b>42.50</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DU-COMM	INTERPRETATION SERVICES	19.32
<u>INVOICES TOTAL:</u>		<b>19.32</b>

**30,823.22**

**1800-STREET MAINTENANCE**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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**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	47.37
<b>INVOICES TOTAL:</b>		<b>59.37</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	30.69
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	2,218.73
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	7,316.93
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	213.22
1 NICOR GAS	GAS BILL	1,442.99
<b>INVOICES TOTAL:</b>		<b>11,222.56</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	630.00
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	197.43
<b>INVOICES TOTAL:</b>		<b>827.43</b>

**527100-SERVICES TO MAINTAIN STREETS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PEERLESS FENCE	GATE REPAIRS	299.00
<b>INVOICES TOTAL:</b>		<b>299.00</b>

**527113-SERVICES TO MAINT. GROUNDS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE - MAY 2025	2,645.00
1 TRUGREEN	FERTILIZER APPLICATION	351.46
<b>INVOICES TOTAL:</b>		<b>2,996.46</b>

**527130-SIDEWALK & CURB REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,634.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,548.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR/DELIVERY WAITING FEE	3,357.90
1 GANNETT FLEMING INC	ROUTE 59 BIKE UNDERPASS PROJECT	1,191.85
1 DIANNE VALENTINO	PUBLIC SIDEWALK REPLACEMENT	1,460.00
1 WELCH BROS INC	MATERIALS & SUPPLIES	258.70
1 WELCH BROS INC	MATERIALS & SUPPLIES	355.44
<b>INVOICES TOTAL:</b>		<b>9,805.89</b>

**527140-TREE TRIMMING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BURKE LLC	METRA & TOWN CENTER IMPROVEMENT PROJECT	142,911.09

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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INVOICES TOTAL: **142,911.09**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3M COMPANY	STREET SIGN MATERIALS	8.48
1 AIRGAS USA LLC	CYLINDER RENTAL	318.40
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	55.39
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	19.33
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	268.76
<u>INVOICES TOTAL:</u>		<b>670.36</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	31.03
<u>INVOICES TOTAL:</u>		<b>31.03</b>

**532010-FUEL PURCHASES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - APRIL 2025	4,994.32
<u>INVOICES TOTAL:</u>		<b>4,994.32</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	35.29
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	73.75
<u>INVOICES TOTAL:</u>		<b>109.04</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACME TRUCK BRAKE & SUPPLY CO	MAINTENANCE SUPPLIES	465.17
1 ACME TRUCK BRAKE & SUPPLY CO	MAINTENANCE SUPPLIES	157.20
1 ATLAS BOBCAT LLC	MAINTENANCE SUPPLIES	892.42
1 BRISTOL HOSE & FITTING INC	MAINTENANCE SUPPLIES	1,230.29
1 FLEETPRIDE	MAINTENANCE SUPPLIES	302.99
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	47.50
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	35.88
1 VERMEER-ILLINOIS INC	MAINTENANCE SUPPLIES	80.01
<u>INVOICES TOTAL:</u>		<b>3,211.46</b>

**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3M COMPANY	STREET SIGN MATERIALS	1,410.60
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	125.86
1 GRIMCO INC	MATERIALS & SUPPLIES	537.68
1 HIGH STAR TRAFFIC	STREET MAINTENANCE MATERIALS	212.00
1 WELCH BROS INC	GRAVEL PURCHASE	731.50

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 3,017.64

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE TOPSOIL INC	GRAVEL PURCHASE	1,185.00
		<u>INVOICES TOTAL: 1,185.00</u>

**534800-STREET LIGHTS MAINT MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	1,689.65
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	848.30
		<u>INVOICES TOTAL: 2,537.95</u>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE MORTON ARBORETUM	ANNUAL MEMBERSHIP FEE	95.00
		<u>INVOICES TOTAL: 95.00</u>

**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	MATERIALS & SUPPLIES	654.65
1 WELCH BROS INC	MATERIALS & SUPPLIES	225.00
		<u>INVOICES TOTAL: 879.65</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE MATERIALS	29.98
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES	186.66
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES	186.66
		<u>INVOICES TOTAL: 403.30</u>

**574800-TREE PURCHASES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE FIELDS ON CATON FARM INC	TREE PURCHASE	18,210.00
		<u>INVOICES TOTAL: 18,210.00</u>

203,466.55

**2200-MFT EXPENDITURES**

**583005-MFT MAINTENANCE PROGRAM**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORRECTIVE ASPHALT MATERIALS LLC	PAVEMENT PRESERVATION PROJECT	22,037.34
		<u>INVOICES TOTAL: 22,037.34</u>

22,037.34

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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**3000-DEBT SERVICE EXPENDITURES**

**547070-2017 GO BOND INTEREST**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	2017 GO BOND INTEREST PYMT	9,150.00
	<b>INVOICES TOTAL:</b>	<b>9,150.00</b>

**547077-2019 GO BOND INTEREST**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	2019 GO BOND INTEREST PYMT	40,250.00
	<b>INVOICES TOTAL:</b>	<b>40,250.00</b>

**547081-2021B GO BOND INTEREST**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	2021B GO BOND INTEREST PYMT	82,653.75
	<b>INVOICES TOTAL:</b>	<b>82,653.75</b>

**547083-2022A GO BOND INTEREST**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	2022A GO BOND INTEREST PYMT	114,182.50
	<b>INVOICES TOTAL:</b>	<b>114,182.50</b>

246,236.25

**4000-CAPITAL PROJECTS EXPENDITURES**

**582028-DEVON EXCESS FLOW PLANT REHB**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW SEWER & FORCEMAIN	6,130.00
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY LIFT STATION	7,791.50
1 MARTAM CONSTRUCTION INC	DEVON EXCESS FLOW LIFT STATION	240,559.16
	<b>INVOICES TOTAL:</b>	<b>254,480.66</b>

254,480.66

**5000-WATER OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE - MAY 2025	1,562.00
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	12.00
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	96.75
1 WATER RESOURCES INC	ANNUAL HARDWARE & METER INSTALLATION CONTRAC	33,871.00
	<b>INVOICES TOTAL:</b>	<b>35,541.75</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	382.14

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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INVOICES TOTAL: 382.14

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	1,222.00
<u>INVOICES TOTAL:</u>		<u>1,222.00</u>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	ON CALL WATER MODELING SERVICES	1,400.00
<u>INVOICES TOTAL:</u>		<u>1,400.00</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	26.83
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	73.63
1 NEXAMP INC	ELECTRIC BILL	52.14
1 NICOR GAS	GAS BILL	223.08
<u>INVOICES TOTAL:</u>		<u>375.68</u>

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	129.58
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	536.00
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	2,294.62
1 CORNERSTONE LAND & LAWN INC	TURF RESTORATION	5,610.00
1 WATER WELL SOLUTIONS ILLINOIS LLC	WATER WELL REMOVAL	4,430.00
<u>INVOICES TOTAL:</u>		<u>13,000.20</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	318.40
1 MIDWEST TRADING HORTICULTURAL	SEED PURCHASE	414.60
<u>INVOICES TOTAL:</u>		<u>733.00</u>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	31.04
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	19.97
<u>INVOICES TOTAL:</u>		<u>51.01</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - APRIL 2025	1,004.10
<u>INVOICES TOTAL:</u>		<u>1,004.10</u>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CREDIT MEMO	-91.24
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	35.30
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	88.13
<b>INVOICES TOTAL:</b>		<b>32.19</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN WATER WORKS ASSOCIATION	MEMBERSHIP DUES/B GRENLIE	87.00
<b>INVOICES TOTAL:</b>		<b>87.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE MATERIALS	29.98
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES	186.66
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES	186.66
** 1 PHYSICIANS IMMEDIATE CARE	PERSONNEL TESTING	132.00
<b>INVOICES TOTAL:</b>		<b>535.30</b>

**547047-IEPA LOAN INTEREST**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 IL ENVIRONMENTAL PROTECTION AGENCY	IEPA LOAN PAYMENT	54,455.43
<b>INVOICES TOTAL:</b>		<b>54,455.43</b>

**547048-IEPA LOAN PRINCIPAL**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 IL ENVIRONMENTAL PROTECTION AGENCY	IEPA LOAN PAYMENT	179,019.34
<b>INVOICES TOTAL:</b>		<b>179,019.34</b>

**547079-2021A GO BOND INTEREST**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	2021A GO BOND INTEREST PYMT	212,075.00
<b>INVOICES TOTAL:</b>		<b>212,075.00</b>

499,914.14

**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	795.00
<b>INVOICES TOTAL:</b>		<b>795.00</b>

795.00

**5100-SEWER OPERATING EXPENSES**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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**522400-SERVICE AGREEMENTS**

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

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	93.63
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	160.23
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	244.82
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	79.52
1 NEXAMP INC	ELECTRIC BILL	260.64
<b>INVOICES TOTAL:</b>		<b>838.84</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	100.52
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	134.89
1 PETROCHOICE LLC	MATERIALS & SUPPLIES	560.45
1 WELCH BROS INC	MATERIALS & SUPPLIES	84.96
<b>INVOICES TOTAL:</b>		<b>880.82</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	31.04
<b>INVOICES TOTAL:</b>		<b>31.04</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - APRIL 2025	1,700.74
<b>INVOICES TOTAL:</b>		<b>1,700.74</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CREDIT MEMO	-91.25
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	47.41
<b>INVOICES TOTAL:</b>		<b>-43.84</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	MAINTENANCE MATERIALS	20.99
1 GASVODA & ASSOCIATES INC	MAINTENANCE SUPPLIES	384.08
1 LAI LLC	MAINTENANCE SUPPLIES	600.00
1 USA BLUE BOOK	MAINTENANCE MATERIALS	56.80
1 USA BLUE BOOK	MAINTENANCE MATERIALS	37.86

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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INVOICES TOTAL: 1,099.73

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE MATERIALS	29.99
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES	186.66
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES	186.66
<u>INVOICES TOTAL:</u>		<u>403.31</u>

**547075-2019 SEWER BOND INTEREST**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	2019 GO BOND INTEREST PYMT	118,825.00
<u>INVOICES TOTAL:</u>		<u>118,825.00</u>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	507.25
<u>INVOICES TOTAL:</u>		<u>507.25</u>

124,879.89

**510000-SEWER FUND**

**200504-FRWRD PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE CTY SEWER TREATMENT 05/25	3,291.13
<u>INVOICES TOTAL:</u>		<u>3,291.13</u>

3,291.13

**5190-SEWER CAPITAL PROJECTS EXP**

**582022-INFLUENT PUMP REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TROTTER & ASSOCIATES INC	LIFT STATION REHAB PROJECT	3,523.50
1 TROTTER & ASSOCIATES INC	LIFT STATION CONTROLS IMPROVEMENTS	18,570.75
<u>INVOICES TOTAL:</u>		<u>22,094.25</u>

**582025-SANITARY SEWER EVALUATION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PERFORMANCE PIPELINING INC	SANITARY SERVICE LINING PROJECT	338,208.02
<u>INVOICES TOTAL:</u>		<u>338,208.02</u>

**582027-WWTP FACILITY IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF	9,400.00
1 STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF-START UP & TRAINING	2,700.00
1 STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF-RPR	1,622.33

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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INVOICES TOTAL: **13,722.33**

**374,024.60**

**5200-PARKING OPERATING EXPENSES**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	137.19
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	272.02
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	37.99
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	21.70
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	65.96
1 NEXAMP INC	ELECTRIC BILL	331.32
<u>INVOICES TOTAL:</u>		<b>866.18</b>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE - MAY 2025	1,475.00
<u>INVOICES TOTAL:</u>		<b>1,475.00</b>

**2,341.18**

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	56.01
1 METROPOLITAN FIRE PROTECTION INC	ANNUAL SPRINKLER INSPECTION	670.00
1 METROPOLITAN FIRE PROTECTION INC	ANNUAL FIRE ALARM INSPECTION	755.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES	848.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES	848.00
1 NADLER GOLF CAR SALES INC	CAFE LEASE AGREEMENT	700.00
1 PYE BARKER FIRE & SAFETY LLC	EQUIPMENT REPAIRS	335.92
<u>INVOICES TOTAL:</u>		<b>4,212.93</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	46.28
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	2,567.43
1 NEXAMP INC	ELECTRIC BILL	16.41
<u>INVOICES TOTAL:</u>		<b>2,630.12</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	120.00
<u>INVOICES TOTAL:</u>		<b>120.00</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 6/3/2025**

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,047.32
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	588.04
<b>INVOICES TOTAL:</b>		<b>1,635.36</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	30.00
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	15.00
<b>INVOICES TOTAL:</b>		<b>45.00</b>

**534200-GOLF CART MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	213.41
<b>INVOICES TOTAL:</b>		<b>213.41</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	FLEET CAR RENTAL	1,273.02
<b>INVOICES TOTAL:</b>		<b>1,273.02</b>

10,129.84

**5510-GOLF MAINTENANCE EXPENSES**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	855.81
<b>INVOICES TOTAL:</b>		<b>855.81</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BTSI	MAINTENANCE SUPPLIES	5,540.00
<b>INVOICES TOTAL:</b>		<b>5,540.00</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REINDERS INC	MAINTENANCE SUPPLIES	613.73
<b>INVOICES TOTAL:</b>		<b>613.73</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,047.32
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	588.04
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	584.78
1 MID-TOWN PETROLEUM ACQUISITION LLC	AUTOMOTIVE SUPPLIES	980.08

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 6/3/2025**

1 REINDERS INC	MAINTENANCE SUPPLIES	412.10
INVOICES TOTAL:		<b>3,612.32</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	331.46
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	118.65
1 REINDERS INC	MAINTENANCE SUPPLIES	126.02
1 REINDERS INC	MAINTENANCE SUPPLIES	615.08
1 REINDERS INC	MAINTENANCE SUPPLIES	315.07
1 REINDERS INC	MAINTENANCE SUPPLIES	208.00
1 REVELS TURF & TRACTOR LLC	MAINTENANCE SUPPLIES	48.79
1 REVELS TURF & TRACTOR LLC	MAINTENANCE SUPPLIES	178.02
INVOICES TOTAL:		<b>1,941.09</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 1ST AYD CORPORATION	CLEANING SUPPLIES	569.02
1 AMAZON CAPITAL SERVICES INC	AMERICAN FLAG	86.94
1 L & M GREENHOUSES	SPRING 2025 ANNUALS	2,366.25
1 REINDERS INC	MAINTENANCE SUPPLIES	40.50
1 SIMPLOT TURF & HORTICULTURE	MATERIALS & SUPPLIES	1,555.00
1 SIMPLOT TURF & HORTICULTURE	MATERIALS & SUPPLIES	693.00
1 SIMPLOT TURF & HORTICULTURE	MATERIALS & SUPPLIES	550.00
INVOICES TOTAL:		<b>5,860.71</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 METROPOLITAN FIRE PROTECTION INC	ANNUAL SPRINKLER INSPECTION	370.00
1 METROPOLITAN FIRE PROTECTION INC	ANNUAL FIRE ALARM INSPECTION	430.00
INVOICES TOTAL:		<b>800.00</b>

**534700-TREE MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SAVATREE	TREE REMOVAL	3,395.00
1 SAVATREE	TREE REMOVAL	3,395.00
1 SAVATREE	TREE REMOVAL	3,395.00
INVOICES TOTAL:		<b>10,185.00</b>

**572000-BUILDING & GROUNDS IMPROVMNTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RG ASPHALT AND CONCRETE	ASPHALT RESURFACING BARTLETT HILLS	9,125.00
INVOICES TOTAL:		<b>9,125.00</b>

38,533.66

**5560-GOLF RESTAURANT EXPENSES**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SHARPENING	22.00
1 COMPLETE BAR SYSTEMS LLC	CLEAN BEER LINES	64.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.83
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	112.50
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES	106.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES	106.00
<b>INVOICES TOTAL:</b>		<b>456.33</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	427.91
<b>INVOICES TOTAL:</b>		<b>427.91</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	51.12
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	120.00
1 GRECO AND SONS INC	FOOD PURCHASE	115.50
1 GRECO AND SONS INC	FOOD PURCHASE	56.00
1 SYSCO CHICAGO INC	SUPPLIES	19.13
1 SYSCO CHICAGO INC	SUPPLIES	70.15
1 SYSCO CHICAGO INC	SUPPLIES	36.33
1 SYSCO CHICAGO INC	SUPPLIES	8.16
<b>INVOICES TOTAL:</b>		<b>476.39</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	30.00
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	20.00
<b>INVOICES TOTAL:</b>		<b>50.00</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO BEVERAGE SYSTEMS/	BEER PURCHASE	400.79
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	308.96
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	249.30
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	185.24
1 EUCLID BEVERAGE LLC	BEER PURCHASE	532.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	671.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	400.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	430.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	113.08
1 GRECO AND SONS INC	FOOD PURCHASE	279.48
1 GRECO AND SONS INC	FOOD PURCHASE	224.18
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	193.77

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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 INVOICES DUE ON/BEFORE 6/3/2025**

**INVOICES TOTAL: 3,987.80**

**5,398.43**

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALSCO	LINEN SERVICES	528.56
1 ALSCO	LINEN SERVICES	319.76
1 ALSCO	LINEN SERVICES	101.74
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.84
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	112.50
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES	106.00
1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES	106.00
<b>INVOICES TOTAL:</b>		<b>1,320.40</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	427.90
<b>INVOICES TOTAL:</b>		<b>427.90</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	120.00
1 GRECO AND SONS INC	FOOD PURCHASE	115.50
1 MLA WHOLESALE INC	FLOWERS	128.45
1 SIGNARAMA	WEDDING BANNER	68.75
1 SYSCO CHICAGO INC	SUPPLIES	19.14
1 SYSCO CHICAGO INC	SUPPLIES	100.00
1 SYSCO CHICAGO INC	SUPPLIES	11.93
1 SYSCO CHICAGO INC	SUPPLIES	36.34
<b>INVOICES TOTAL:</b>		<b>600.11</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	119.11
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	52.33
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	27.49
<b>INVOICES TOTAL:</b>		<b>198.93</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE BAKING INSTITUTE BAKERY CO	CAKE	290.99
1 THE BAKING INSTITUTE BAKERY CO	CAKE	85.99
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	200.00
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	210.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	35.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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1 GORDON FOOD SERVICE INC	FOOD PURCHASE	712.24
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	3,141.67
1 GRECO AND SONS INC	FOOD PURCHASE	44.31
1 GRECO AND SONS INC	FOOD PURCHASE	330.00
1 GRECO AND SONS INC	FOOD PURCHASE	210.00
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	124.20
<b>INVOICES TOTAL:</b>		<b>5,384.40</b>

7,931.74

**5580-GOLF MIDWAY EXPENSES**

**530100-MATERIALS & SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	51.02
<b>INVOICES TOTAL:</b>		<b>51.02</b>

**534320-PURCHASES - FOOD & BEVERAGE**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	400.00
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	250.00
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	312.27
1 EUCLID BEVERAGE LLC	BEER PURCHASE	512.61
1 EUCLID BEVERAGE LLC	BEER PURCHASE	555.55
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	430.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	175.00
1 GRECO AND SONS INC	FOOD PURCHASE	20.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	122.28
1 LAKESHORE BEVERAGE	BEER PURCHASE	174.06
<b>INVOICES TOTAL:</b>		<b>2,951.77</b>

3,002.79

**6000-CENTRAL SERVICES EXPENSES**

**522400-SERVICE AGREEMENTS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	475.66
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	238.65
1 NITECH FIRE & SECURITY INDUSTRIES INC	BURGLAR ALARM MONITORING	123.45
<b>INVOICES TOTAL:</b>		<b>837.76</b>

**524100-BUILDING MAINTENANCE SERVICES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ALLEGIANT FIRE PROTECTION LLC	SERVICE CALL	840.00
1 METALMASTER ROOFMASTER INC	ROOF REPAIRS	1,991.00
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	835.00
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	1,014.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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1	MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES	521.00
1	MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES	4,878.02
1	MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES	4,878.02
1	MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES	521.00
1	RAYNOR DOOR AUTHORITY	DOOR REPAIRS	212.00
<u>INVOICES TOTAL:</u>			<u>15,690.04</u>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T-MOBILE	TELEPHONE BILL	758.21
<u>INVOICES TOTAL:</u>		<u>758.21</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	52.63
1 NEXAMP INC	ELECTRIC BILL	105.07
<u>INVOICES TOTAL:</u>		<u>157.70</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	MAINTENANCE SUPPLIES	653.44
<u>INVOICES TOTAL:</u>		<u>653.44</u>

18,097.15

**6010-INFORMATION SYSTEMS**

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUELAKE SOFTWARE	BLUELAKE KOFAX TO LASERFICHE CONNECTOR	897.50
1 CONVERGINT TECHNOLOGIES LLC	HARDWARE SUPPORT	530.00
1 NETSUPPORT INCORPORATED	ANNUAL MAINTENANCE RENEWAL	142.38
1 VC3 INC	MONTHLY SERVICE AGREEMENT	2,499.00
<u>INVOICES TOTAL:</u>		<u>4,068.88</u>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,557.67
<u>INVOICES TOTAL:</u>		<u>4,557.67</u>

8,626.55

**GRAND TOTAL: 1,931,758.47**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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GENERAL FUND	312,038.12
MOTOR FUEL TAX FUND	22,037.34
DEBT SERVICE FUND	246,236.25
CAPITAL PROJECTS	254,480.66
WATER FUND	500,709.14
SEWER FUND	502,195.62
PARKING FUND	2,341.18
GOLF FUND	64,996.46
CENTRAL SERVICES FUND	26,723.70
<b>GRAND TOTAL</b>	<b>1,931,758.47</b>

\*\* Indicates pre-issue check.

## Village of Bartlett Proclamation Recognizing Mikey Malizzio, Santino Tenuta, and Kam Luif for Outstanding Achievement in the 2025 IHSA Class 2A State Wrestling Championships

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**WHEREAS**, the Village of Bartlett proudly recognizes the exceptional accomplishments of local student-athletes who demonstrate dedication, discipline, and excellence; and

**WHEREAS**, three Bartlett residents—Mikey Malizzio, Santino Tenuta, and Kam Luif—represented Montini Catholic School with distinction at the 2025 IHSA Class 2A State Wrestling Championships; and

**WHEREAS**, Mikey Malizzio displayed extraordinary grit and determination in the 120-pound weight class, earning the title of State Runner-Up; and

**WHEREAS**, Santino Tenuta exhibited great strength and perseverance in the 165-pound weight class, also finishing as State Runner-Up; and

**WHEREAS**, Kam Luif showcased elite talent and competitive excellence in the 138-pound weight class, ultimately becoming the IHSA Class 2A State Champion; and

**WHEREAS**, the achievements of these outstanding wrestlers are a reflection of their hard work, their families' support, their coaches' guidance, and the values of the Bartlett community; and

**WHEREAS**, their accomplishments serve as a source of pride and inspiration for young athletes and residents throughout the Village of Bartlett;

**NOW, THEREFORE**, I Daniel H. Gunsteen, President of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, do hereby give high fives to these young wrestlers and proudly proclaim June 4, 2025, as Mikey Malizzio, Santino Tenuta and Kam Luif Day in the Village of Bartlett.

Dated this 3<sup>rd</sup> day of June 2025.



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Daniel H. Gunsteen, Village President

**Village of Bartlett Proclamation Recognizing State Wrestling Champion Nicholas Garica**

**WHEREAS**, wrestling, mankind's oldest and most basic form of recreational combat, traces its origins back to the dawn of civilization through carvings and drawings estimated to be between 15,000 and 20,000 years old, found in caves in southern Europe; and

**WHEREAS**, wrestling was the most popular event in the ancient Greek Games and lists of Olympic wrestling winners have been recorded since 708 B.C.; and

**WHEREAS**, modern wrestling is a highly instinctive sport that requires strength, alertness, resiliency and, above all, agility and quickness; and

**WHEREAS**, Marmion Academy junior Nicolas Garcia has not been in the winners circle this one time, but rather has exhibited three years of dominance within the State of Illinois wrestling circle; and

**WHEREAS**, his freshman year he placed 4<sup>th</sup> at the IHSA state championship and 1<sup>st</sup> at the Illinois Wrestling freestyle championship, then Nicholas strived for greatness again defeating the #1 ranked wrestler in the United States in that division last year, and finally just this spring, Nichols defended his #1 ranking in the state of Illinois by winning the IHSA division# 3A state championship.

**NOW, THEREFORE**, I, Daniel H. Gunsteen, President of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, do hereby give high fives to this young wrestler and proudly proclaim Tuesday June 3rd as Nicholas Garcia Day in the Village of Bartlett.

Dated this 3<sup>rd</sup> day of June, 2025



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Daniel H Gunsteen, Village President

**A Proclamation Recognizing Administrative Cashier  
Diane Czerwinski upon her Retirement from the Village of Bartlett**

**WHEREAS**, Diane Czerwinski was hired as a part-time records technician in the Village of Bartlett clerk's office 25 years ago and was quickly promoted to full-time administrative cashier and then in 2016 was promoted to administrative cashier II; and

**WHEREAS**, in her vital customer service role in the main office, Diane was oftentimes the first face a resident saw when they came into village hall or the first voice a business owner or other stakeholder heard when they called; and

**WHEREAS**, during her tenure, Diane has adeptly answered inquiries about municipal services and procedures; quickly processed applications for business and contractor licenses; handled payments for cemetery permits and deeds and, in earlier years, for vehicle stickers; acted as a notary public when needed; always maintained accurate records for all these transactions and regularly executed these duties and more with professionalism, patience and good humor; and

**WHEREAS**, as our municipal environment grew and changed, Diane helped cross-train newer co-workers, sharing her extensive knowledge and skills; and

**WHEREAS**, the Village is forever appreciative that Diane has made the smooth and efficient operation of Bartlett's main office her full-time job for 25 years;

**NOW, THEREFORE**, I, Daniel Gunsteen, President of the Village of Bartlett, Cook, DuPage and Kane Counties, offer our many, many thanks to Administrative Cashier Diane Czerwinski for her years of service. We are proud to have had you as an employee in the Village of Bartlett and we wish you a retirement free from worries about ringing phones and resident questions, and filled instead with many years of family fun, good health and much happiness.

Dated this 3rd Day of June 2025



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Daniel Gunsteen, Village President



# Agenda Item Executive Summary

**AGENDA ITEM:** #2025-03 Devon Rezoning    **BOARD OR COMMITTEE:** Board

## BUDGET IMPACT

**Amount** \$N/A

**Budgeted** \$N/A

**Fund:** N/A

**Corresponding Activity Measures:** P&Z Commission Review

## EXECUTIVE SUMMARY

The petitioner is requesting to rezone the 1.12 acre property known as 27W637 W Devon Avenue from the B-2 Local Convenience Shopping District to the ER-2 Estate Residence District.

The Planning & Zoning Commission reviewed the application, conducted the required public hearing and **recommended approval** of the rezoning at their May 1, 2025 meeting.

The Committee of the Whole reviewed the Planning & Zoning Commission recommendation at their May 20, 2025 meeting and forwarded the petition to the Village Board for a final vote.

## ATTACHMENTS (PLEASE LIST)

PDS memo, ordinance with exhibits

## RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years):    Routine     Complex

Long Term (3-5 Years):    Routine     Complex

## ACTION REQUESTED

For Discussion Only

Resolution

Ordinance - Move to approve Ordinance 2025-\_\_\_\_ An Ordinance Rezoning 27W637 Devon Avenue from the B-2 Local Convenience Shopping District to the ER-2 Estate Residence District

Motion

Staff: Kristy Stone, PDS Director

Date: May 27, 2025

**PLANNING & DEVELOPMENT SERVICES MEMORANDUM**

**25-27**

DATE: May 27, 2025  
TO: Paula Schumacher, Village Administrator  
FROM: Andrew Barna, Associate Planner *AB*  
RE: **(25-03) Devon Rezoning**

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**PETITIONER**

Ed Calusinski

**SUBJECT SITE**

27W637 Devon Ave

**REQUESTS**

**Rezoning** from the B-2 Local Convenience Shopping District to ER-2 Estate Residence.

**SURROUNDING LAND USES**

	<b><u>Land Use</u></b>	<b><u>Comprehensive Plan</u></b>	<b><u>Zoning</u></b>
<b>Subject Site</b>	<b>Single Family Residential</b>	<b>Mixed Use Business Park</b>	<b>B-3</b>
North	Church	Municipal/Institutional	ER-1
South	Vacant	Mixed Use Business Park	SR-4
East	Single Family Residential	Mixed Use Business Park	ER-1
West	Single Family Residential*	Mixed Use Business Park	R-4*

Unincorporated DuPage County\*

**ZONING HISTORY**

Ordinance 1993-32 automatically rezoned the subject property to the ER-1 Zoning District upon annexation into the Village. Ordinance 1993-33 approved the rezoning of the two parcels from the ER-1 Estate Residence Zoning District to the B-2 Local Convenience Shopping Zoning District and granted site plan approval for ERA Magnum Realty's office.

## DISCUSSION

1. The petitioner is requesting to **rezone** their 1.12-acre property located at 27W637 W Devon from B-2 Local Convenience Shopping District to the ER-2 Estate Residence to allow the property to be marketed as a single-family property.
2. The property owner has stated that all office operations will be removed from the property and A&E Magnum Realty Ltd. signage along Devon Avenue will be removed.
3. The existing site is 48,623.57 square feet, which meets ER-2 minimum lot size.

## RECOMMENDATION

1. The Staff recommends **approval** of the petitioner's request for rezoning subject to the following conditions and findings of fact:
  - A. All office operations shall cease at the property;
  - B. A&E Magnum Realty Ltd. signage along Devon Avenue shall be removed.
  - C. Findings of Fact (rezoning)
    - i. The proposed rezoning is compatible with existing uses of property within the general area of the property in question;
    - ii. The proposed rezoning is compatible with the zoning classifications of property within the general area of the property in question;
    - iii. The proposed use of the property is not compatible with the uses permitted under the existing zoning classification;
    - iv. The proposed rezoning will have no depreciatory impact upon surrounding properties in the general area of the property in question;
    - v. The proposed rezoning is compliant with the Bartlett comprehensive plan;
2. The Planning and Zoning Commission held the required public hearing, reviewed the petitioner's request for rezoning and **recommended approval** at their meeting on May 1, 2025 subject to the above conditions and findings of fact.
3. The Committee of the Whole reviewed the petitioner's request at their meeting on May 20, 2025. The Committee forwarded the petition to the Village Board for a final vote.
4. The ordinance is attached for your review.

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

AN ORDINANCE REZONING 27W637 DEVON AVENUE FROM  
THE B-2 LOCAL CONVENIENCE SHOPPING DISTRICT TO THE  
ER-2 ESTATE RESIDENCE DISTRICT

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**WHEREAS**, Albank Trust #87-200 (the "**Owner**") is the owner of record of that certain real property consisting of approximately 1.12 acres with the common address of 27W637 Devon Avenue in the Village of Bartlett, which is further described on **Exhibit A**, and is referred to herein as the "**Subject Property**"; and

**WHEREAS**, the Owner has filed a petition (the "**Petition**") to rezone the Subject Property from the B-2 Local Convenience Shopping District to the ER-2 Estate Residence District to allow the Subject Property to be marked as a single-family property (the "**Rezoning**"); and

**WHEREAS**, the Bartlett Planning & Zoning Commission reviewed the Petition and conducted the required public hearing with respect to the requested Rezoning of the Subject Property at its meeting on May 1, 2025 (Case #25-03) and has recommended to the Corporate Authorities that the Rezoning be granted, subject to the conditions and findings of fact set forth in its report; and

**WHEREAS**, the Corporate Authorities have determined that it is in the public interest to grant the Rezoning recommended by the Planning & Zoning Commission based on its findings of fact and conditions set forth in its report and as more fully set forth in this Ordinance.

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

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

**SECTION TWO: Findings of Fact.** Based in part on the conditions set forth in Section 4 of this Ordinance, the Corporate Authorities make the following findings of fact regarding the Petitioner's application for approval of the Rezoning:

- A. The proposed rezoning is compatible with existing uses of property within the general area of the property in question.
- B. The proposed rezoning is compatible with the zoning classifications of property within the general area of the property in question.

- C. The proposed use of the property is not compatible with the uses permitted under the existing zoning classification.
- D. The proposed rezoning will have no depreciatory impact upon surrounding properties in the general area of the property in question.
- E. The proposed rezoning is consistent with the Bartlett comprehensive plan or its amendment.

**SECTION THREE: Rezoning.** Pursuant to Section 10-13-8 of the Bartlett Zoning Ordinance, and subject to the conditions set forth in Section 4 of this Ordinance, the Corporate Authorities hereby approve the Rezoning of the Subject Property from the B-2 Local Convenience Shopping District to the ER-2 Estate Residence District.

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

- A. All office operations currently conducted on the Subject Property must cease after the effective date of this Ordinance.
- B. The signage for A&E Magnum Realty Ltd., along Devon Avenue on the Subject Property must be removed.
- C. The Bartlett Zoning Ordinance, the Subdivision Ordinance, Village building codes, and all other applicable Village ordinances and regulations shall continue to apply to the Subject Property, and the development and use of the Subject Property must comply with all laws and regulations of the Village and all other federal, state, and local governments and agencies having jurisdiction.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

\_\_\_\_\_  
Daniel H. 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 Ordinance 2025 - \_\_\_\_\_ enacted on June 3, 2025, and approved on June 3, 2025, as the same appears from the official records of the Village of Bartlett.

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

**Exhibit A**

**Legal Description:**

Parcel: 01-01-100-010

THE WEST 115 FEET OF THE NORTH 396 FEET OF THE EAST 330 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS. THE WEST 8 FEET OF THE EAST 215 FEET OF THE SOUTH 10 FEET OF THE NORTH 159.5 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Parcel: 01-01-100-015

LOT 8 IN VINCENT J. GAMELLI SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 1 AND PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 9, 1979, AS DOCUMENT NO.R79-101404 IN DUPAGE COUNTY, ILLINOIS, EXCEPTING THEREFROM ALL THAT PART LYING WESTERLY OF THE WEST LINE OF THE EAST 330 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 1, AS AFORESAID, ALSO EXCEPTING THEREFROM ALL THAT PART LYING SOUTHWESTERLY OF THE NORTHEASTERLY RIGHT OF WAY LINE OF PROPOSED F.A.P. ROUTE 426, ALL IN DUPAGE COUNTY, ILLINOIS.

Common Address: 27W637 Devon Avenue, Bartlett, Illinois, 60103



**PLANNING & DEVELOPMENT SERVICES MEMORANDUM**  
**25-025**

DATE: May 27, 2025  
TO: Paula Schumacher, Village Administrator  
FROM: Brian Krause, Associate Planner  
RE: **(#18-05) TLE – Devon and Prospect**

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**PETITIONER**

Anthony DeAngelis

**SUBJECT SITE**

Southwest corner of Devon Avenue and Prospect Avenue

**REQUESTS**

Preliminary & Final Plat of Subdivision / PUD  
Preliminary & Final PUD / Site Plan for Lot 1  
Preliminary PUD approval for Lot 2  
Special Use Permits for a Planned Unit Development, a Restaurant to Serve Liquor, and a Drive Through

**SURROUNDING LAND USES**

	<b><u>Land Use</u></b>	<b><u>Comprehensive Plan</u></b>	<b><u>Zoning</u></b>
<b>Subject Site</b>	<b>Commercial</b>	<b>Commercial</b>	<b>B-3 PUD</b>
North	Single Family	Attached Residential	PD
South	Single Family	Suburban Residential	SR-2 PUD
East	Single Family	Suburban Residential	SR-4
West	Single Family	Suburban Residential	SR-2 PUD

**CURRENT DISCUSSION**

Following the discussion at the Committee of the Whole meeting on May 20, 2025, the petitioner has updated the plans:

- A. Additional evergreen shrubs have been added to the landscaping plan along the drive aisle and parking lot to the south. At 3 feet in height, these will provide screening from car headlights.
- B. A connection sidewalk has been added from the Devon Avenue multi-use path to the TLE child care center.
- C. A bike warning sign has been added to the Devon Avenue access drive.

## ZONING HISTORY

Through the Staff's research and as shown on the Village's Annexation Map, this parcel was annexed by Ordinance 1963-09 as a part of the 38 acre Leiseberg property and zoned manufacturing. In 1978, the property was zoned B-3 as a part of the comprehensive rezoning of the Village. In 1988, the parcel was resubdivided and a site plan for a 25,955 square foot commercial building was approved by Ordinance 1988-104 (site plan is attached). In 2016, a banquet hall project titled Ashton Gardens was proposed, but failed to get approval from the Village Board.

## PREVIOUS DISCUSSION

The petitioner is seeking approval for **Special Use Permits** for a Planned Unit Development, a Restaurant to Serve Liquor, and a Drive Through, and **Preliminary/Final Plat of Subdivision/PUD** to subdivide the existing lot into three parcels.

### Lot 1 (53,205 square feet)

- Lot 1 includes The Learning Experience (TLE), an early education / daycare facility. This proposal for Lot 1 **Final PUD approval**, and is included in Phase I of the development proposal.
- 43 parking spaces are provided, which exceeds the requirement of 22 spaces.
- The daycare center will have 10 classrooms, serving children in age groups ranging from 6 weeks to 6 years old. Two outdoor playgrounds are also included.
- Building elevations for the daycare center include a pitched roof over the entrance canopy with masonry and Hardie Plank panel facades. The average roof height is 23.5 feet, and roof top mechanicals are screened by parapet walls. While this lot is outside of the Downtown Overlay District, the applicant has incorporated elements from the design guidelines, including placing the buildings closer to Devon Avenue and further away from the adjacent residential lots south of the property.

### Lot 2 (73,307 square feet)

- The petitioner submitted two preliminary PUD plans for Lot 2, and is also seeking **special use permits** for a **drive through** and **for a restaurant to serve liquor**.
- **Option A** includes 2 retail buildings, 1 unit with a drive-through, and 50 parking spaces.
- **Option B** for Lot 2 includes a 6,500 sq. ft. restaurant with 50 parking spaces.
- The parking requirement for Lot 2 will be calculated when an application for a final PUD plan is submitted.

Lot 3 (48,850 square feet)

- Lot 3 is a stormwater detention basin.
  - This lot lies between Lots 1 and 2 and the residential properties to the south, and includes an existing 6-foot tall wooden fence along the property line, a 4-foot open metal fence along the property line, and a 20-foot landscape easement that includes a mix of shrubs, grasses, and deciduous and evergreen trees.
1. The site will be accessed through a right-in/right-out curb cut on Devon Avenue and full access curb cut on Prospect Avenue.
  2. The provided traffic study indicates that the proposed development would not have a negative impact on the surrounding roadways. The Village's Traffic Consultant has reviewed the traffic study and concurs with its findings.

**RECOMMENDATION**

1. Staff recommends **approval** of the petitioner's requests for Special Use Permits for a Planned Unit Development, a Restaurant to Serve Liquor, and a Drive Through, and the preliminary/final plat of subdivision and the Site/PUD Plan, subject to the following conditions and findings of fact:
  - A. The Preliminary/Final Plat of Subdivision shall be recorded prior to the issuance of any building permit;
  - B. Village Engineer approval of the engineering plans;
  - C. Building permits shall be required for all construction activities;
  - D. Planning and Development Services approval of the landscape and photometric plan;
  - E. Landscaping must be installed within one year of the issuance of a building permit;
  - F. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to the Planning & Development Services department for review and approval by the Village Forester and a bond posted in the approved amount for its future installation;
  - G. All proposed signage shall require permits and approval from the Planning & Development Services Department prior to installation;
  - H. Dumpsters shall be located behind a solid gate;
  - I. Any required Public Improvement Completion Agreement and associated bonds shall be submitted for review and approval by the Village Attorney.
  - J. A copy of the Declaration and Covenants, Conditions, and Restrictions documentation regarding the Owner's Association shall be filed with the Village upon plat recordation.
  - K. Lot 2 shall be required to obtain Final Site/PUD Plan approval.
  - L. All proposed signage shall require permits and approval from the Planning and Development Services Department prior to installation.
  - M. Building permits shall be required for all construction activities, and this Ordinance does not authorize the commencement of any work on the

- Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind may be commenced on the Subject Property pursuant to the approvals granted by this Ordinance unless and until all condition of this Ordinance precedent to that work have been fulfilled and after all permits, approvals, and other authorizations for the work have been properly applied for, paid for, and granted in accordance with all applicable laws and regulations.
- N. The Barlett Zoning Ordinance, the Subdivision Ordinance, Village building codes, and all other applicable Village ordinances and regulations shall continue to apply to the Subject Property, and the development and use of the Subject Property must comply with all laws and regulations of the Village and all other federal, state, and local governments and agencies having jurisdiction.
- O. Construction in accordance with the final PUD plan for Lot 1 shall commence within one year.
- P. The final PUD Plan for Lot 2 shall be submitted within one year.
- Q. **Findings of Fact** (Special Permits for a Planned Unit Development, a Restaurant to Serve Liquor, and a Drive Through):
- i. That the proposed use at that particular location requested is necessary or desirable to provide a service or a facility which is in the interest of the public convenience and will contribute to the general welfare of the neighborhood or community;
  - ii. That such use will not under the circumstances of the particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
  - iii. That the special use shall conform to the regulations and conditions specified in this title for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.
- R. **Findings of Fact** (Site Plan):
- i. That the proposed development on the Subject Property is a permitted use in the proposed B-3 PUD Zoning District;
  - ii. That the proposed development on the Subject Property and the proposed improvements, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
  - iii. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient, and convenient movement of traffic not only within the site but on adjacent roadways as well;
  - iv. That the site plan provides for the safe movement of pedestrians within the site;
  - v. That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures,

parking, or access ways shall be landscaped with a mixture of grass, trees, and shrubs.

S. **Findings of Fact** (PUD):

- i. That the proposed development shall conform with the Comprehensive Plan and the general planning policies and precedents of the Village, particularly with reference to the following:
    - a. Land use policies;
    - b. Land use intensity;
    - c. Housing goals;
    - d. Traffic impact and parking;
    - e. Impact on schools, public utilities and facilities;
    - f. The character of the Village and the specific neighborhood; and
    - g. The conservation and enhancement of the tax base and economic well-being of the Village.
  - ii. That each of the proposed uses is a permitted or special use in the district or districts in which the Planned Unit Development would be located.
  - iii. That the proposed development shall be so designed, located and proposed to be operated and maintained that the public health, safety and welfare will not be endangered or detrimentally affected.
  - iv. That the proposed development shall not substantially lessen or impede the suitability for permitted use and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity.
  - v. That the proposed development shall include impact donations in accordance with Ordinance 83-7.
  - vi. That the proposed development shall have or make provision for adequate utilities, drainage and other necessary facilities.
  - vii. That the proposed development shall have or make adequate provision for parking and ingress and egress and be so designed as to minimize traffic congestion and hazards in the public streets.
  - viii. That the proposed development shall have adequate site area, which area may be greater than the minimum in the district in which the proposed site is located, and other buffering features to protect uses within the development and on surrounding properties.
2. The Planning and Zoning Commission held the required public hearing, reviewed the petitioner's requests for Preliminary/Final Plat of Subdivision/PUD, Site Plan, Preliminary PUD plans, and Special Use Permits and **recommended approval** at their meeting on May 1, 2025 based the above conditions and findings of fact.

**PDS Memo 25-025**

**May 27, 2025**

**Page 6 of 6**

3. The Committee of the Whole reviewed the petitioner's requests at their meeting on **May 20, 2025**. The Committee forwarded the petition to the Village Board for a final vote.
  
4. The ordinance with exhibits is attached for your review.

ab/attachments

General - PDS Team\memos 2025\025\_TLE\_vb.docx

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

**AN ORDINANCE APPROVING A PRELIMINARY/FINAL PLANNED UNIT DEVELOPMENT, A PRELIMINARY/FINAL PLAT OF SUBDIVISION, SPECIAL USE PERMITS, AND A SITE PLAN FOR THE DEVON-PROSPECT SUBDIVISION**

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**WHEREAS**, HFC Realty Holdings, LLC, an Illinois limited liability company (the "**Petitioner**") is the owner of approximately 3.85 acres of land located at the southwest corner of Devon Avenue and Prospect Avenue in the Village of Bartlett ("**Village**"), legally described on **Exhibit A**, and zoned B-3 (Neighborhood Shopping), which is referred to herein as the "**Subject Property**"; and

**WHEREAS**, Petitioner seeks to subdivide the Subject Property into three separate lots to facility (1) the development of a daycare facility on Lot 1; (2) the retail development of Lot 2, with an option for a stand-alone restaurant and an option for a drive-through restaurant; and (3) the use of Lot 3 as a stormwater detention basin; and

**WHEREAS**, Petitioner has filed a petition requesting the approval of (1) a Preliminary and Final Plat of Subdivision to subdivide the Subject Property into 3 lots; (2) a Special Use Permit for a Planned Unit Development to cover the 3 lot subdivision ("**PUD**"); (3) Preliminary and Final PUD Plan for the daycare facility operation on Lot 1 (4) a Site Plan for the daycare facility operation on Lot 1; (5) Preliminary PUD Plan for Lot 2; (6) a Special Use Permit for a restaurant serving liquor as a development option for Lot 2; and (7) a Special Use Permit for a restaurant with a drive-through as an alternate development option for Lot 2 (collectively, the "**Petition**"); and

**WHEREAS**, pursuant to Section 10-6C-4 of the Bartlett Zoning Ordinance, PUDs, restaurants serving liquor, and restaurants with a drive-through may be allowed in the B-3 district subject to the issuance of special use permits; and

**WHEREAS**, on May 1, 2025, pursuant to proper notice, the Village Planning and Zoning Commission conducted a public hearing and reviewed the Petition, and has recommended to the Corporate Authorities that the Petition be granted, subject to the conditions and findings of fact set forth in its report; and

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

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

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

**Section 2. Findings of Fact.**

A. **Planned Unit Development.** Based in part on the conditions set forth in Section 10 of this Ordinance, the Corporate Authorities make the following findings of fact regarding the Petitioner's application for a Planned Unit Development:

1. The proposed development conforms with the Comprehensive Plan and the general planning policies and precedents of the Village, particularly with reference to the following:
  - i. Land use policies;
  - ii. Land use intensity
  - iii. Housing goals
  - iv. Traffic impact and parking;
  - v. Impact on schools, public utilities and facilities;
  - vi. The character of the Village and the specific neighborhood;
  - vii. The conservation and enhancement of the tax base and economic well-being of the Village.
2. Each of the proposed uses is a permitted or special use in the district or districts in which the Planned Unit Development would be located.
3. The proposed development is so designed, located and proposed to be operated and maintained that the public health, safety and welfare will not be endangered or detrimentally affected.
4. The proposed development shall not substantially lessen or impede the suitability for permitted use and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity.
5. The proposed development will include impact donations in accordance with Ordinance 83-7, if any are required.
6. The proposed development has or will make provision for adequate utilities, drainage and other necessary facilities.
7. The proposed development has or will make adequate provision for parking and ingress and egress and be so designed as to minimize traffic congestion and hazards in the public streets.
8. The proposed development has adequate site area, which area may be greater than the minimum in the district in which the proposed site is located, and other

buffering features to protect uses within the development and on surrounding properties.

9. There is be reasonable assurance that, if authorized, it will be completed according to schedule and adequately maintained.

B. Special Use Permits for a PUD, Restaurant Serving Liquor, and Restaurant with a Drive-Through: Based in part on the conditions set forth in Section 10 of this Ordinance, the Corporate Authorities make the following findings of fact regarding the Petitioner's application for a Special Use Permit for a Planned Unit Development, a Special Use Permit for a Restaurant Serving Liquor, and a Special Use Permit for Restaurant with Drive-Through:

1. That the proposed uses at that particular location requested are necessary or desirable to provide a service or a facility which is in the interest of the public convenience and will contribute to the general welfare of the neighborhood or community;
2. That such uses will not under the circumstances of the particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
3. That the special uses shall conform to the regulations and conditions specified in this title for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.

C. Site Plan. Based in part on the conditions set forth in Section 10 of this Ordinance, the Corporate Authorities make the following findings of fact regarding the Petitioner's application for approval of the Site Plan for Lot 1 of the Subject Property:

1. The proposed development on the Subject Property is a permitted use in the B-3 PUD Zoning District;
2. The proposed development on the Subject Property and the proposed improvements, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
3. The vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
4. The site plan provides for the safe movement of pedestrians within the site;
5. There is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site

plan area not used for buildings, structures, parking, or access ways shall be landscaped with a mixture of grass, trees, and shrubs; and

6. That all trash enclosures and outdoor storage areas are, or will be, screened and are, or will be, in accordance with standards specified in this Ordinance and the Bartlett Zoning Ordinance.

**Section 3. Preliminary/Final Plat of Subdivision.** The Preliminary/Final Plat of Subdivision for the Subject Property, entitled “Final Plat of Devon-Prospect Subdivision,” prepared by Haeger Engineering, dated February 11, 2025 (***Final Plat of Subdivision***) attached hereto as **Exhibit B**, is hereby approved.

**Section 4. Special Use Permit for PUD.** Pursuant to Section 10-13-9 of the Bartlett Zoning Ordinance, and subject to the conditions set forth in Section 10 of this Ordinance, the Corporate Authorities hereby approve the issuance of a special use permit for a planned unit development on the Subject Property.

**Section 5. Preliminary/Final PUD Plan for Lot 1.** Pursuant to Chapter 9 of the Bartlett Zoning Ordinance and Chapter 4 of the Bartlett Subdivision Code, and subject to the conditions set forth in Section 10 of this Ordinance, the Corporate Authorities hereby approve the Preliminary/Final PUD Plan for Lot 1, consisting of the Final PUD Plan Phase 1 prepared by Haeger Engineering, and with a latest revision date of April 1, 2025, the Landscape Plan prepared by Haeger Engineering dated February 10, 2025, the Full Development Landscape Plan prepared by Haeger Engineering dated May 22, 2025, and building elevations for The Learning Experience prepared by Jarmel Kizel Architects dated April 1, 2025, all of which are attached hereto as **Exhibit C**.

**Section 6. Preliminary PUD Plan for Lot 2.** Pursuant to Chapter 9 of the Bartlett Zoning Ordinance and Chapter 4 of the Bartlett Subdivision Code, and subject to the conditions set forth in Section 10 of this Ordinance, the Corporate Authorities hereby approve the Preliminary PUD Plans for Lot 2, consisting of the Preliminary PUD Plan-Option-A-Phase 2, prepared by Haeger Engineering with a latest revision date of April 1, 2025, and the Preliminary PUD Plan-Option-B-Phase 2, prepared by Haeger Engineering with a latest revision date of April 1, 2025, which are attached hereto as **Exhibit D**.

**Section 7. Special Use Permit for a Restaurant Serving Liquor.** Pursuant to Section 10-13-9 of the Bartlett Zoning Ordinance, and subject to the conditions set forth in Section 10 of this Ordinance, the Corporate Authorities hereby approve the issuance of a special use permit to allow for a restaurant serving liquor on Lot 2 of the Subject Property.

**Section 8. Special Use Permit for a Drive-Through Restaurant.** Pursuant to Section 10-13-9 of the Bartlett Zoning Ordinance, and subject to the conditions set forth in Section 10 of this Ordinance, the Corporate Authorities hereby approve the issuance of a special use permit to allow for a drive-through restaurant on Lot 2 of the Subject Property.

**Section 9. Site Plan.** The site plan for Lot 1, entitled “Final PUD Plan-Phase 1” prepared by Haeger Engineering with a latest revision date of April 1, 2025, attached hereto as **Exhibit C**, is hereby approved, subject to the conditions contained in Section 10 of this Ordinance.

**Section 10. Conditions.** The approvals granted pursuant to this Ordinance shall be and are hereby expressly subject to and contingent upon each of the following terms, conditions, and restrictions, the violation of any of which shall, in the sole discretion of the Corporate Authorities, invalidate the approvals granted in this Ordinance:

- A. The Preliminary/Final Plat of Subdivision shall be recorded prior to the issuance of any building permit.
- B. Village Engineer approval of the engineering plans.
- C. Building permits shall be required for all construction activities, and this Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind may be commenced on the Subject Property pursuant to the approvals granted by this Ordinance unless and until all conditions of this Ordinance precedent to that work have been fulfilled and after all permits, approvals, and other authorizations for the work have been properly applied for, paid for, and granted in accordance with all applicable laws and regulations.
- D. Planning and Development Services approval of the landscape and photometric plan.
- E. Landscaping must be installed within one year of the issuance of a building permit.
- F. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to the Planning and Development Services department for review and approval by the Village Forester and a bond posted in the approved amount for its future installation.
- G. All proposed signage shall require permits and approval from the Planning and Development Services Department prior to installation.
- H. Dumpsters shall be located behind a solid gate.
- I. Any required Public Improvement Completion Agreement and associated bonds shall be submitted for review and approval by the Village Attorney.
- J. A copy of the Declaration of Conditions, Covenants, and Restrictions establishing an owners’ association for the Subject Property must be

submitted to the Village for review and approval prior to recording of the Final Plat of Subdivision.

- K. Final Site Plan/PUD Plan approval is required for any development on Lot 2.
- L. Construction in accordance with the Final PUD Plan/Site Plan for Lot 1 must commence within one year of the effective date of this Ordinance.
- M. The Final PUD Plan for Lot 2 must be submitted within one year of the effective date of this Ordinance.
- N. The Bartlett Zoning Ordinance, the Subdivision Ordinance, Village building codes, and all other applicable Village ordinances and regulations shall continue to apply to the Subject Property, and the development and use of the Subject Property must comply with all laws and regulations of the Village and all other federal, state, and local governments and agencies having jurisdiction.
- O. The development, maintenance, and use of the Subject Property must be in substantial compliance with the final plans attached hereto as Exhibit B Exhibit C, and Exhibit D, and the final engineering, design, fencing, and landscape plans as approved by the Village Engineer and Planning and Development Services Department, except for minor changes to such plans as approved by the Director of Planning and Development Services and the Village Engineer.
- P. Additional evergreen shrubs must be added to the landscaping plan along the drive aisle and parking lot to the south.
- Q. A pedestrian connection must be added from the Devon Avenue multi-use path to the TLE child care center.
- R. A bike path crossing must be installed at the Devon Avenue access drive.
- S. A pedestrian connection from the Prospect Ave sidewalk will be required as part of the Phase 2 Final PUD Plan

**Section 11. Failure to Comply.** Upon failure or refusal of the Petitioner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the approvals granted pursuant to this Ordinance (collectively, the "**Conditioned Approvals**"), will, at the sole discretion of the Corporate Authorities, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Corporate Authorities will not revoke the Conditioned Approvals unless it first provides the Petitioner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Board of Trustees regarding the revocation. In the event of revocation, the development and use of the Property will be governed solely by the

regulations of the B-3 Zoning District, as the same may, from time to time, be amended. Further, in the event of revocation, the Village Administrator and Village Attorney are authorized and directed to bring all zoning enforcement actions as may be appropriate under the circumstances. The Petitioner acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section 11, and agrees not to challenge any revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Petitioner required by this Section 11 is given.

**Section 12. Severability.** In the event a court of competent jurisdiction finds this Ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

**Section 13. Repeal and Saving Clause.** All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or cause of action which shall have accrued to the Village of Bartlett prior to the effective date of this Ordinance.

**Section 14. Effective Date.** This Ordinance shall be in full force and effect after its passage and approval according to law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

\_\_\_\_\_  
Daniel H. Gunsteen, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giless, 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 June 3, 2025, and approved on June 3, 2025, as the same appears from the official records of the Village of Bartlett.

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

**EXHIBIT A**

*Legal Description of the Subject Property*

LOT 60 IN BARTLETT EAST POINTE ESTATES, A PLANNED UNIT DEVELOPOMENT IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 1989 AS DOCUMENT R89-126996 AND CERTIFICATE OF CORRECTION RECORDED FEBRUARY 21, 1990 AND MAY 30, 1990 AS DOCUMENT R90- 022098 AND R90-065464, RESPECTIVELY, IN DUPAGE COUNTY, ILLINOIS.

PIN: 01- 02-109-013

**EXHIBIT B**

*Final Plat of Devon-Prospect Subdivision*

# FINAL PLAT OF DEVON - PROSPECT SUBDIVISION

**HALL PLAT TO:**  
HAEGER ENGINEERING LLC  
CONTRACT NO. 2024-001-001-001-001  
100 EAST STATE AVENUE  
CHICAGO, ILLINOIS 60611

BEING A RESUBDIVISION OF LOT 60 IN BARTLETT EAST POINTE ESTATES, A PLANNED UNIT DEVELOPMENT IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUROISE COUNTY, ILLINOIS

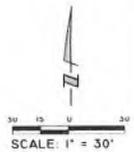
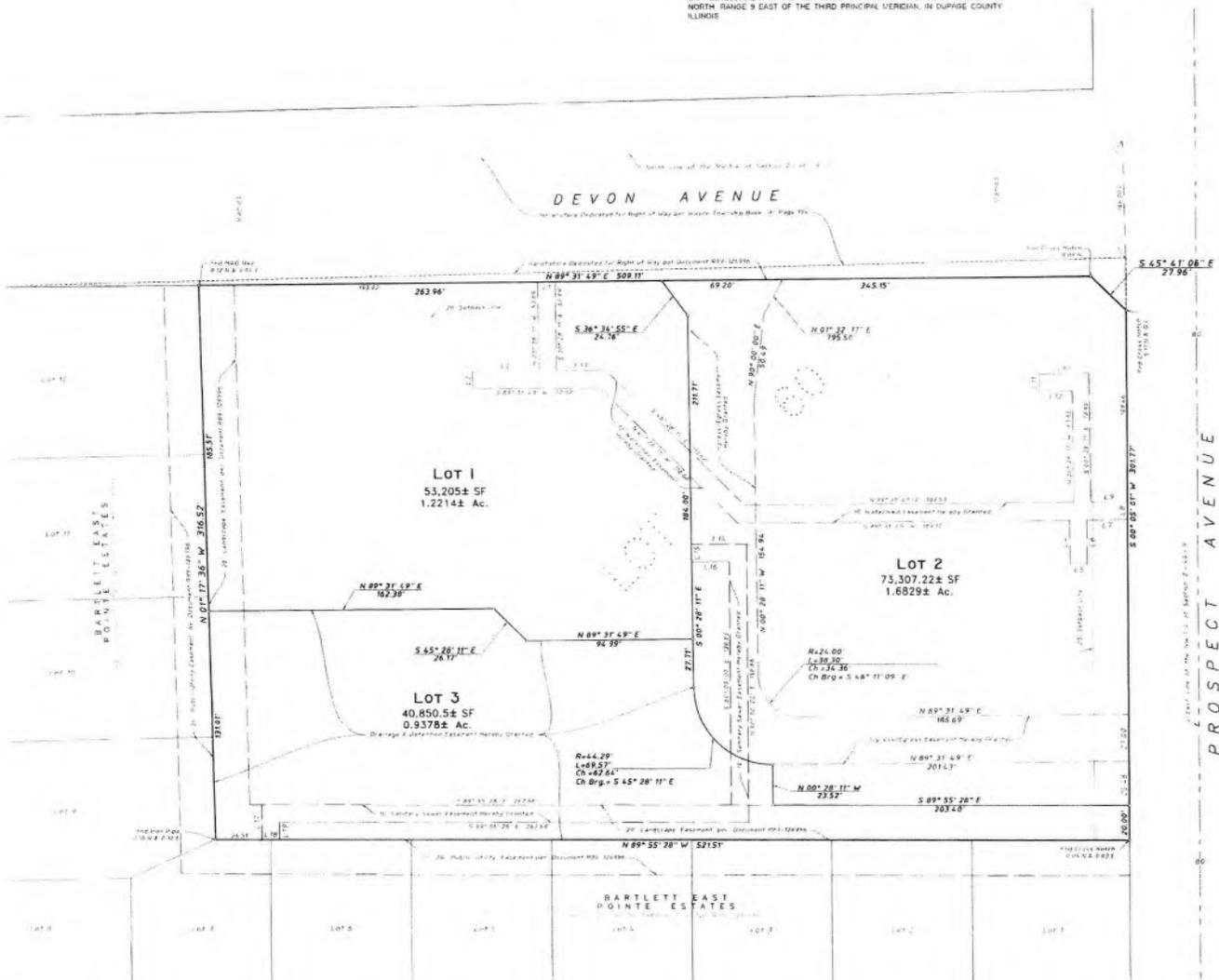


EXHIBIT B



**LEGEND**

- Unclassified Subdivision Lot No.
- Measuring Subdivision Lot No.
- Subdivision Boundary Line
- Road Center Line
- Public Agency Easement Line
- ROW Line

LAND TABLE	
Lot No.	Area (Ac.)
01	1.2214
02	1.6829
03	0.9378
04	0.0000
05	0.0000
06	0.0000
07	0.0000
08	0.0000
09	0.0000
10	0.0000
11	0.0000
12	0.0000
13	0.0000
14	0.0000
15	0.0000
16	0.0000
17	0.0000
18	0.0000
19	0.0000
20	0.0000
21	0.0000
22	0.0000
23	0.0000
24	0.0000
25	0.0000
26	0.0000
27	0.0000
28	0.0000
29	0.0000
30	0.0000
31	0.0000
32	0.0000
33	0.0000
34	0.0000
35	0.0000
36	0.0000
37	0.0000
38	0.0000
39	0.0000
40	0.0000
41	0.0000
42	0.0000
43	0.0000
44	0.0000
45	0.0000
46	0.0000
47	0.0000
48	0.0000
49	0.0000
50	0.0000
51	0.0000
52	0.0000
53	0.0000
54	0.0000
55	0.0000
56	0.0000
57	0.0000
58	0.0000
59	0.0000
60	0.0000

**Parking Note:**  
All parking within public areas on Lots 1 and 2 shall be available after 9:00am on weekdays and all day on weekends. All parking spaces on Lot 1 shall be non-exclusive and available for use by the Residents including their employees, customers, visitors and visitors on Lot 2.

# FINAL PLAT OF DEVON - PROSPECT SUBDIVISION

**MAIL PLAT TO:**  
HAEGER ENGINEERING, LLC  
CONSULTING ENGINEERS AND LAND SURVEYORS  
100 EAST STATE PARKWAY  
SCHAMBAUGH, IL 60197

### OWNER'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DU PAGE )

THIS IS TO CERTIFY THAT THE UNDERSIGNED(S) ARE THE LEGAL OWNER(S) OF THE LAND DESCRIBED ON THE SUBJECT PLAT, AND HAS/HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON FOR THE USES AND PURPOSES HEREIN SET FORTH.

ALSO THIS IS TO CERTIFY THAT THE PROPERTY BEING SUBDIVIDED AFORESAID AND TO THE REST OF OWNER'S KNOWLEDGE AND BELIEF, SAID SUBDIVISIONS CONFORM WITH THE REQUIREMENTS OF THE LAND SURVEY DISTRICT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

OWNER  
HFC REALTY HOLDINGS, LLC  
221 CANNON COURT  
SUITE 202  
LAKE BROOK, IL 60023

### NOTARY CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DU PAGE )

I HEREBY CERTIFY THAT SUBSCRIBER IN THE FOREGOING CERTIFICATE IS/ARE KNOWN TO ME AS SUCH OWNER(S).

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

### NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

### VILLAGE OF BARTLETT CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DU PAGE )

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BARTLETT, DU PAGE COUNTY, ILLINOIS

BY: \_\_\_\_\_  
VILLAGE PRESIDENT

WITNESSED BY: \_\_\_\_\_  
VILLAGE CLERK

### PLANNING AND ZONING COMMISSION CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DU PAGE )

REVIEWED BY THE PLANNING AND ZONING COMMISSION OF THE VILLAGE OF BARTLETT, DU PAGE COUNTY, ILLINOIS

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

BY: \_\_\_\_\_  
PLANNING AND ZONING COMMISSION CHAIRMAN

WITNESSED BY: \_\_\_\_\_  
PLANNING AND ZONING COMMISSION SECRETARY

### VILLAGE TREASURER CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DU PAGE )

I, \_\_\_\_\_ TREASURER FOR THE VILLAGE OF BARTLETT, COOK COUNTY AND LAKE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DEFERRED OR UNPAID CLAIMS OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREON THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED ON THE SUBJECT PLAT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

BY: \_\_\_\_\_  
VILLAGE TREASURER

### VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DU PAGE )

I, \_\_\_\_\_ AN ENGINEER OF THE VILLAGE OF BARTLETT, COOK COUNTY AND LAKE COUNTY, ILLINOIS, CERTIFY THAT THE LAND SURVEYMENTS FOR THE SUBJECT PLAT ARE AS DESCRIBED IN THE PLANS AND SPECIFICATIONS TITLED \_\_\_\_\_

LAST REVISED \_\_\_\_\_ PREPARED BY \_\_\_\_\_

MEET THE MINIMUM REQUIREMENTS OF THE VILLAGE OF BARTLETT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

BY: \_\_\_\_\_  
VILLAGE ENGINEER

### COUNTY HIGHWAY CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DU PAGE )

THIS PLAT HAS BEEN APPROVED BY THE DU PAGE COUNTY DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS TO COUNTY HIGHWAY 5 AND DEVON AVENUE, PURSUANT TO ICS 2002. HOWEVER, A HIGHWAY PERMIT FOR ACCESS IS REQUIRED OF THE OWNER OF THE PROPERTY PRIOR TO CONSTRUCTION WITHIN THE COUNTY RIGHT OF WAY.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

BY: \_\_\_\_\_  
COUNTY ENGINEER

### DU PAGE COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DU PAGE )

I, \_\_\_\_\_ COUNTY CLERK OF DU PAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO UNPAID GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO UNPAID TAX SALES AGAINST ANY OF THE LAND INCLUDED ON THE SUBJECT PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THIS PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF DU PAGE COUNTY, ILLINOIS.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

BY: \_\_\_\_\_  
DU PAGE COUNTY CLERK

### DU PAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DU PAGE )

THIS PLAT WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF DU PAGE COUNTY, ILLINOIS, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. AS DOCUMENT NO. \_\_\_\_\_

BY: \_\_\_\_\_  
DU PAGE COUNTY RECORDER OF DEEDS

### PROFESSIONAL AUTHORIZATION

STATE OF ILLINOIS )  
COUNTY OF DU PAGE )

I, JEFFREY W. GUNN, A PROFESSIONAL LAND SURVEYOR OF THE STATE OF ILLINOIS, LICENSE NUMBER 35-3649, DO HEREBY AUTHORIZE THE VILLAGE OF BARTLETT, ILLINOIS, ITS STAFF OR AUTHORIZED AGENT TO PLACE THIS DOCUMENT OF RECORD IN THE COUNTY RECORDER'S OFFICE IN MY NAME AND IN CONFORMANCE WITH ICS 2002. THIS DOCUMENT

SCHAMBAUGH, ILLINOIS FEBRUARY 11, 2025

JEFFREY W. GUNN  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3649  
MY LICENSE EXPIRES NOVEMBER 30, 2026 AND IS RENEWABLE.

### VILLAGE OF BARTLETT

INDEMNITY / EGRESS EASEMENT PROVISIONS

A PERPETUAL EASEMENT IS HEREBY RECEIVED FOR AND GRANTED TO THE OWNERS OF LOTS 1 AND 2 THEIR HEIRS, SUCCESSORS, ASSIGNS AND INDEMNITIES OVER ALL THE AREAS LABELED AS "INGRESS/EGRESS EASEMENT". THE EASEMENT IS GRANTED FOR THE PURPOSE OF PROVIDING ACCESS TO THE OWNERS AND OWNERS OF LOTS 1 AND 2.

### VILLAGE OF BARTLETT

PUBLIC UTILITY EASEMENT PROVISIONS

A PERPETUAL EASEMENT IS HEREBY GRANTED TO THE VILLAGE OF BARTLETT, COOK COUNTY AND LAKE COUNTY, ILLINOIS, ITS SUCCESSORS AND ASSIGNS OVER UPON ACROSS THROUGH AND UNDER THOSE PORTIONS OF THE ABOVE DESCRIBED REAL ESTATE DESIGNATED PUBLIC UTILITY EASEMENT ON THIS PLAT FOR THE PURPOSE OF INSTALLING, LAYING, CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING, RENOVATING AND REPLACING WATERMANS, SANITARY SEWER LINES, STORM SEWER LINES, STREET LIGHT CABLES AND ANY OTHER VILLAGE UTILITIES TOGETHER WITH ALL APPURTENANT STRUCTURES, INCLUDING BUT NOT LIMITED TO MANHOLES, JET WELLS, LIFT STATIONS, FIRE HYDRANTS, VALVE VAULTS, STREET LIGHTS AND ANY AND ALL OTHER FITTINGS AND EQUIPMENT REQUIRED FOR THE PURPOSE OF SERVING THE ABOVE DESCRIBED REAL ESTATE WITH WATER SERVICE, SANITARY SEWER SERVICE, STORM WATER COLLECTION, STREET LIGHTING AND OTHER MUNICIPAL SERVICES AND FOR THE PURPOSE OF PROVIDING INGRESS TO AND EGRESS FROM THE PROPERTY SHOWN HEREON FOR EMERGENCY VEHICLES OF ANY KIND. THIS EASEMENT IS GRANTED TO THE VILLAGE OF BARTLETT AND SHALL BE PLACED UPON THE SAID EASEMENT AREAS, BUT THE EASEMENT AREAS MAY BE USED FOR GARDENS, BARBUES, LANDSCAPING AND OTHER SUCH PURPOSES THAT DO NOT AND WILL NOT IN THE FUTURE INTERFERE UNREASONABLY WITH THE EASEMENT RIGHTS HEREIN GRANTED TO THE VILLAGE OF BARTLETT.

### VILLAGE OF BARTLETT

DRAINAGE AND DETENTION EASEMENT PROVISIONS

THE PROPERTY OWNERS OF LOTS 1 AND 2 SHALL MAINTAIN THE DRAINAGE AND DETENTION FACILITIES. SHOULD THE PROPERTY OWNERS FAIL TO MAINTAIN THESE FACILITIES, THE DECLARANT HEREBY RESERVES AND GRANTS TO THE VILLAGE OF BARTLETT EASEMENTS IN OVER UNDER THROUGH AND UPON THOSE AREAS DESIGNATED ON THE PLAT AS DRAINAGE AND DETENTION EASEMENT FOR THE PURPOSE OF PROVIDING ADEQUATE STORMWATER DRAINAGE CONTROL TOGETHER WITH REASONABLE ACCESS THERETO. SAID EASEMENTS SHALL BE PERPETUAL AND SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE DECLARANT, ITS SUCCESSORS, HEIRS, EXECUTORS AND ASSIGNS. TO ENSURE THE INTEGRITY OF THE STORMWATER FACILITIES, NO OBSTRUCTION SHALL BE PLACED NOR ALTERATIONS MADE, INCLUDING A TREATMENT IN THE FINAL TOPOGRAPHICAL GRADING PLAN AND IN ANY MANNER IMPED OR DIMINISH STORMWATER DRAINAGE OR DETENTION IN OVER UNDER THROUGH OR UPON SAID EASEMENT AREAS. IN THE EVENT SUCH OBSTRUCTION OR ALTERATIONS ARE FOUND TO EXIST OR IF THE PROPERTY OWNER OR OWNERS ASSOCIATION OTHERWISE FAILS TO PROPERLY MAINTAIN THE STORMWATER FACILITIES ON LOT 3, THE VILLAGE SHALL, UPON SEVENTY-TWO (72) HOURS PRIOR NOTICE TO THE PROPERTY OWNER OR OWNERS ASSOCIATION FOR ANY DANGER OF PROPERTY WITHIN THE SUBDIVISION, THE EVENT THAT NO INFORMATION RELATIVE TO A DRAINAGE TREATMENT FOR THE OWNERS ASSOCIATION IS PROVIDED TO THE VILLAGE, HAVE THE RIGHT, BUT NOT THE DUTY, TO PERFORM OR HAVE PERFORMED ON ITS BEHALF ANY MAINTENANCE WORK TO OR UPON THE STORMWATER FACILITIES ON LOT 3 OR TO REMOVE SAID OBSTRUCTION OR ALTERATIONS OR TO PERFORM OTHER MAINTENANCE, REPAIR, ALTERATION OR REPLACEMENT AS MAY REASONABLY BE NECESSARY TO ENSURE THAT ADEQUATE STORMWATER STORAGE, STORM DRAINAGE, DETENTION AND RETENTION FACILITIES AND APPURTENANCES THERETO REMAIN FULLY OPERATIONAL AND THAT THE CONDITION OF SAID DRAINAGE EASEMENTS COMPLY WITH ALL APPLICABLE VILLAGE CODES IN THE EVENT OF AN EMERGENCY SITUATION AS DETERMINED BY THE VILLAGE. THE SEVENTY-TWO (72) HOURS PRIOR NOTICE REQUIREMENT SET FORTH ABOVE SHALL NOT APPLY, AND THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE DUTY, TO PROCEED WITHOUT NOTICE TO THE PROPERTY OWNER OR OWNERS ASSOCIATION.

IN THE EVENT THE VILLAGE SHALL PERFORM OR HAVE PERFORMED ON ITS BEHALF ANY MAINTENANCE, REPAIR, ALTERATION OR REPLACEMENT WORK TO OR UPON THE STORMWATER FACILITIES ON LOT 3 AS SET FORTH IN THIS EASEMENT, OR ANY REMEDIATION AS AFORESAID, THE COST OF SUCH WORK SHALL, UPON RECONSTRUCTION NOTICE OF LIEN WITH THE RECORDER OF DEEDS OF DU PAGE COUNTY, ILLINOIS, CONSTITUTE A LIEN AGAINST THE ASSETS OF THE OWNERS ASSOCIATION AND AGAINST LOT 3 AS WELL AS EACH AND EVERY LOT WITHIN THE SUBDIVISION. THE COST OF WORK INCURRED BY THE VILLAGE SHALL INCLUDE ALL EXPENSES AND COSTS ASSOCIATED WITH THE PERFORMANCE OF SUCH WORK INCLUDING, BUT NOT LIMITED TO, REASONABLE ENGINEERING, CONSULTING AND ATTORNEY'S FEES RELATED TO THE PLANNING AND ACTUAL PERFORMANCE OF THE WORK.

### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, JEFFREY W. GUNN, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED, SUBDIVIDED AND PLATTED THE PROPERTY HEREON, THAT PART OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

LOT 6 IN BARTLETT EAST POINTE ESTATES, A PLANNED UNIT DEVELOPMENT IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DU PAGE COUNTY, ILLINOIS.

I DO HEREBY FURTHER CERTIFY THAT UPON COMPLETION OF CONSTRUCTION BUT NOT LONGER THAN ONE YEAR FROM THE RECORDING OF THIS PLAT, CONCRETE MONUMENTS, AS STAKES AND IRON PEGS AT ALL LOT CORNERS AND POINTS OF CHANGE IN ALIGNMENT WILL BE SET AS REQUIRED BY THE PLAT ACT (765 ICS 200.01 ET SEQ.). THIS IS TO FURTHER CERTIFY THAT THE CHANGE IN ALIGNMENT WILL BE SET AS REQUIRED BY THE PLAT ACT (765 ICS 200.01 ET SEQ.). THE PROPERTY IS WITHIN THE CORNER LIMITS OF THE VILLAGE OF BARTLETT, WHICH HAS ADOPTED AN OFFICIAL COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF ILLINOIS MUNICIPAL CODE AS HERETOFORE AND HEREAFTER AMENDED. THAT THE PROPERTY IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S 100 YEAR FREQUENT FLOOD INSURANCE RATE MAP PANEL 31 COMMUNITY PANEL NO. 17042 3012.

I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SUBDIVISION DIMENSIONS AS SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECT TO A TEMPERATURE OF 60 DEGREES F.

SCHAMBAUGH, ILLINOIS FEBRUARY 11, 2025

BY: \_\_\_\_\_  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3545



EXPIRES 11-30-26 Original Prepared: 12-12-2024 Project No: 17-190

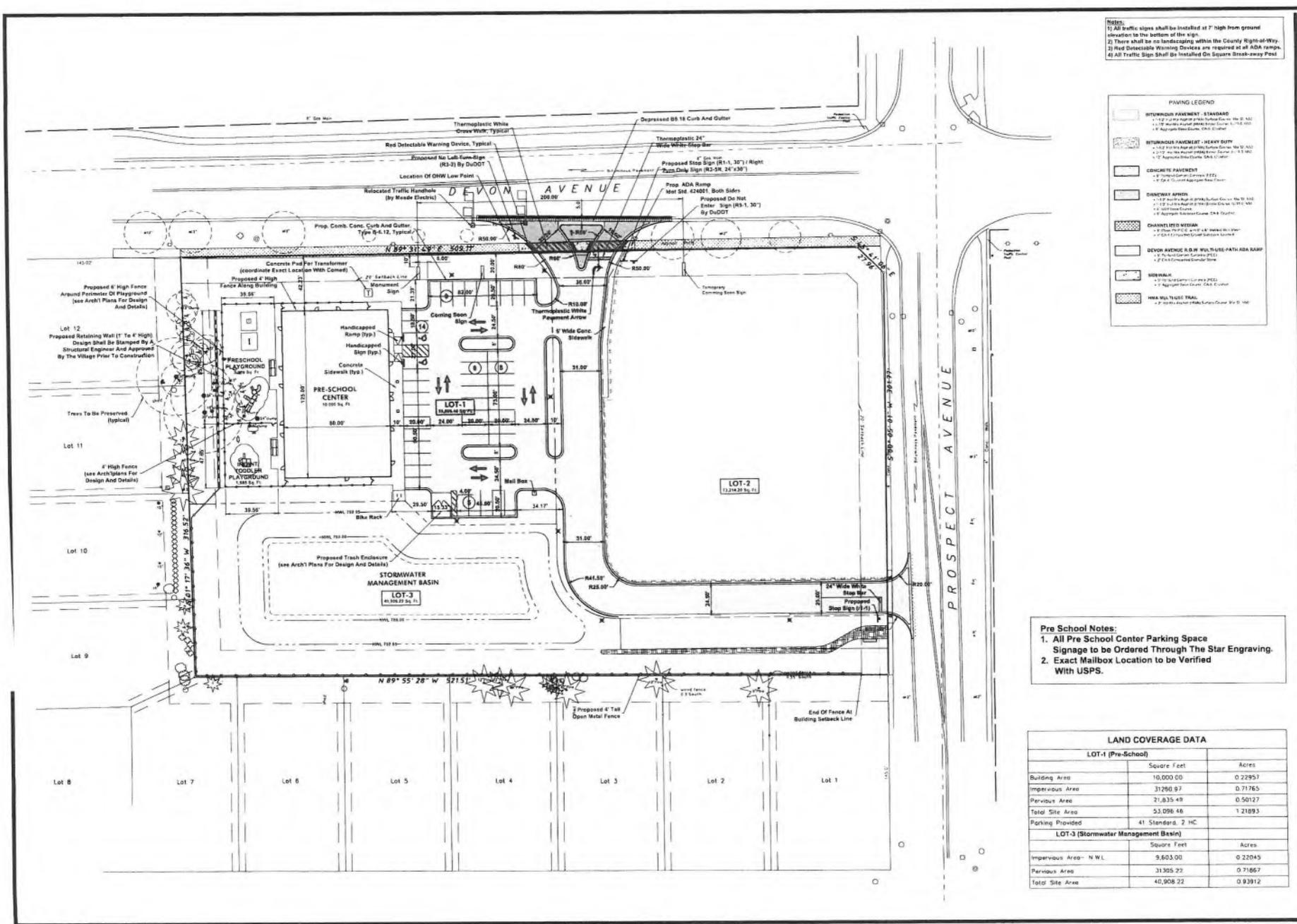
**HAEGER ENGINEERING**  
consulting engineers • land surveyors

1000 North Park Lane, Schamberg, IL 60197  
P.O. Box 300, Schamberg, IL 60197  
Illinois Professional Survey Registration No. 04740028  
www.haegerengineering.com

**EXHIBIT C**

*Lot 1 Final PUD Plans*

# EXHIBIT C



- Notes:**
- 1) All traffic signs shall be installed at 7' high from ground elevation at the bottom of the sign.
  - 2) There shall be no landscaping within the County Right-of-Way.
  - 3) Red Detectable Warning Devices are required at all ADA ramps.
  - 4) All traffic signs shall be installed on Square Break-away Posts.

**PAVING LEGEND**

	<b>RETURNOVER PAVEMENT - STANDARD</b>
	<b>RETURNOVER PAVEMENT - HEAVY DUTY</b>
	<b>CONCRETE PAVEMENT</b>
	<b>DRIVEWAY APRON</b>
	<b>CHANNELIZED MEDIUM</b>
	<b>DEVON AVENUE 6.0M MULTI-LANE-PATH ADA RAMP</b>
	<b>SIDEWALK</b>
	<b>HMA MULTI-LANE ROAD</b>

- Pre School Notes:**
1. All Pre School Center Parking Space Signage to be Ordered Through The Star Engraving.
  2. Exact Mailbox Location to be Verified With USPS.

**LAND COVERAGE DATA**

LOT-1 (Pre-School)			
	Square Feet	Acres	
Building Area	10,000.00	0.22957	
Impervious Area	31,260.97	0.71765	
Pervious Area	21,835.49	0.50127	
Total Site Area	53,096.46	1.21893	
Parking Provided	41 Standard, 2 HC		
LOT-3 (Stormwater Management Basin)			
	Square Feet	Acres	
Impervious Area - N.W.L.	9,603.00	0.22045	
Pervious Area	31,305.22	0.71867	
Total Site Area	40,908.22	0.93912	

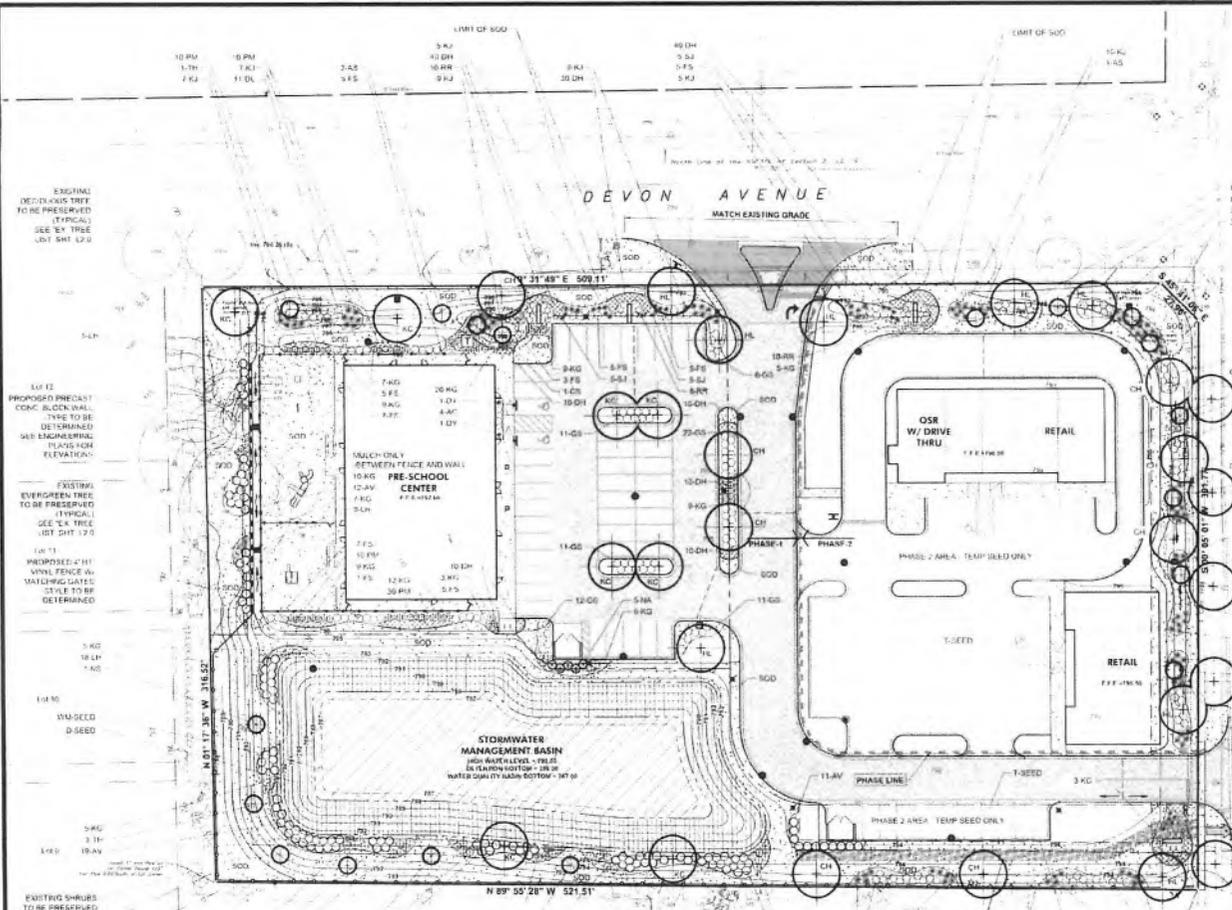


Scale 1" = 30'

**HAEGER ENGINEERING**  
 CONSULTING ENGINEERS LAND SURVEYORS  
 160 East 24th Street, Mount Pleasant, MI 48851  
 Phone: (517) 771-1100 Fax: (517) 771-1101  
 www.haeger-engineering.com

**FINAL PUD PLAN PHASE-1**  
**DEVON-PROSPECT DEVELOPMENT**  
**PUD EXHIBITS**  
 MOUNT PLEASANT, MICHIGAN

Project Manager: P.A.I.  
 Engineer: K.A.L.  
 Date: 07.11.2025  
 Project No: 17100  
 Sheet: PH-1



Notes:  
 1) Entire site to be mass graded during phase 1. Phase 2 and phase 3 areas shall have 4" minimum topsoil replaced with temporary seedings during phase 1.

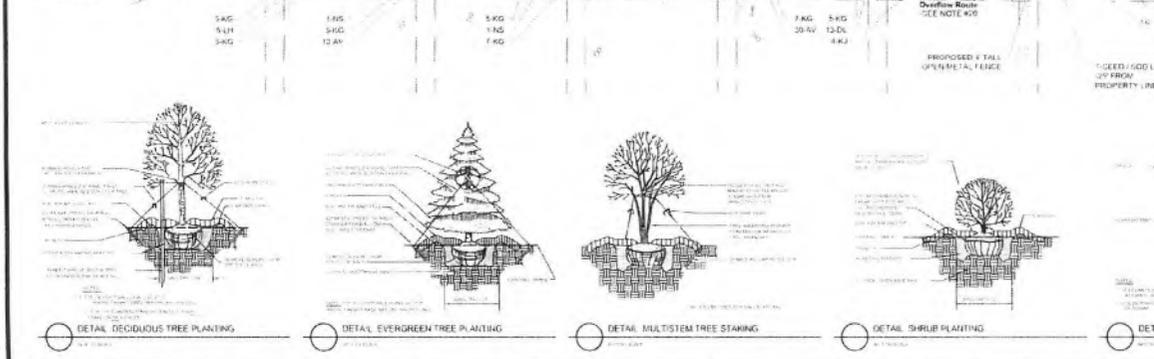
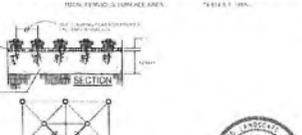
### PLANT SCHEDULE

NO.	SYMBOL/PLANT NAME	DATE	QUANTITY	SPACING	COMMENTS
01	5-KG	10-SP	10-DE	10-DE	10-DE
02	10-SP	10-DE	10-DE	10-DE	10-DE
03	15-DE	10-DE	10-DE	10-DE	10-DE
04	15-DE	10-DE	10-DE	10-DE	10-DE
05	15-DE	10-DE	10-DE	10-DE	10-DE
06	15-DE	10-DE	10-DE	10-DE	10-DE
07	15-DE	10-DE	10-DE	10-DE	10-DE
08	15-DE	10-DE	10-DE	10-DE	10-DE
09	15-DE	10-DE	10-DE	10-DE	10-DE
10	15-DE	10-DE	10-DE	10-DE	10-DE
11	15-DE	10-DE	10-DE	10-DE	10-DE
12	15-DE	10-DE	10-DE	10-DE	10-DE
13	15-DE	10-DE	10-DE	10-DE	10-DE
14	15-DE	10-DE	10-DE	10-DE	10-DE
15	15-DE	10-DE	10-DE	10-DE	10-DE
16	15-DE	10-DE	10-DE	10-DE	10-DE
17	15-DE	10-DE	10-DE	10-DE	10-DE
18	15-DE	10-DE	10-DE	10-DE	10-DE
19	15-DE	10-DE	10-DE	10-DE	10-DE
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24	15-DE	10-DE	10-DE	10-DE	10-DE
25	15-DE	10-DE	10-DE	10-DE	10-DE
26	15-DE	10-DE	10-DE	10-DE	10-DE
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35	15-DE	10-DE	10-DE	10-DE	10-DE
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39	15-DE	10-DE	10-DE	10-DE	10-DE
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41	15-DE	10-DE	10-DE	10-DE	10-DE
42	15-DE	10-DE	10-DE	10-DE	10-DE
43	15-DE	10-DE	10-DE	10-DE	10-DE
44	15-DE	10-DE	10-DE	10-DE	10-DE
45	15-DE	10-DE	10-DE	10-DE	10-DE
46	15-DE	10-DE	10-DE	10-DE	10-DE
47	15-DE	10-DE	10-DE	10-DE	10-DE
48	15-DE	10-DE	10-DE	10-DE	10-DE
49	15-DE	10-DE	10-DE	10-DE	10-DE
50	15-DE	10-DE	10-DE	10-DE	10-DE

### LANDSCAPE PLAN NOTES

1. ALL PROPOSED PLANTINGS SHALL BE INSTALLED TO MEET THE FOLLOWING STANDARDS:
2. ALL PROPOSED PLANTINGS SHALL BE INSTALLED TO MEET THE FOLLOWING STANDARDS:
3. ALL PROPOSED PLANTINGS SHALL BE INSTALLED TO MEET THE FOLLOWING STANDARDS:
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20. ALL PROPOSED PLANTINGS SHALL BE INSTALLED TO MEET THE FOLLOWING STANDARDS:

### SITE AREA CALCULATION



**HAEGER ENGINEERING**  
 LANDSCAPE ARCHITECTS  
 1000 W. 10th Street, Suite 100  
 Lincoln, NE 68502  
 Phone: (402) 441-1111  
 Fax: (402) 441-1112  
 www.haegereng.com

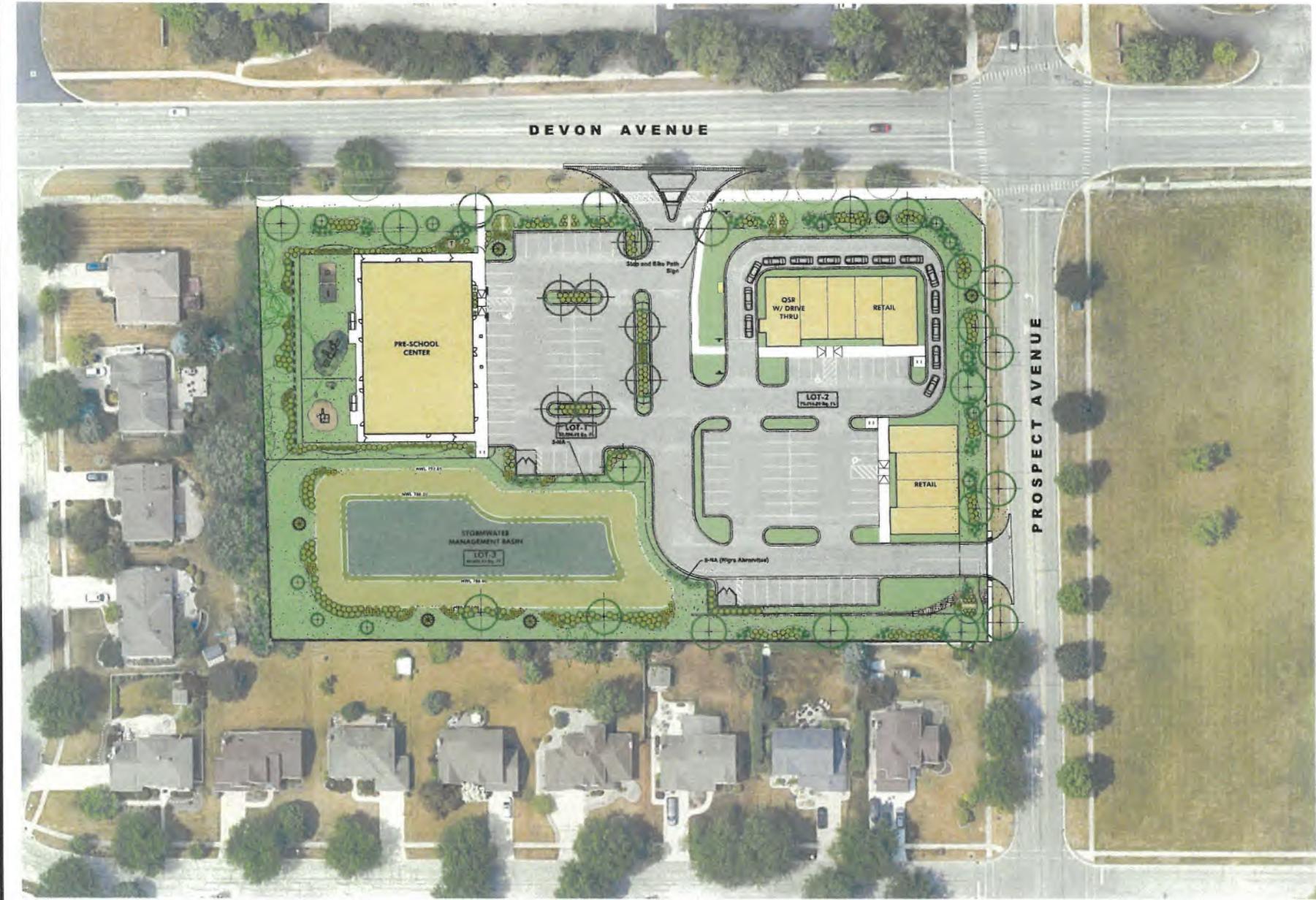
**LANDSCAPE PLAN**  
**DEVON-PROSPECT DEVELOPMENT**  
**SITE IMPROVEMENT PLANS**



**J. DAVITO DESIGN, INC.**  
 LANDSCAPE ARCHITECTURAL DESIGN  
 1000 W. 10th Street, Suite 100  
 Lincoln, NE 68502  
 Phone: (402) 441-1111  
 Fax: (402) 441-1112  
 www.jdavito.com

Project Manager: P.A.S.  
 Designer: G.S.A.  
 Date: 07/24/2025  
 Project No.: 17193  
 Sheet: **L1.0**

EXPIRES: 8.31.21



Scale: 1/8" = 1'-0" (Horizontal) 1/4" = 1'-0" (Vertical)  
 Date: 04-28-2023  
 Project No: 17150  
 Sheet: EX-3



Scale: 1" = 20'

**HAEGER ENGINEERING**  
 Consulting Engineers  
 1001 E. 17th Street, Suite 100  
 Lincoln, Nebraska 68502-1001  
 Phone: (402) 441-1000  
 Fax: (402) 441-1001  
 Email: info@haegereng.com  
 Website: www.haegereng.com

**OPTION - A**  
**FULL DEVELOPMENT**  
**DEVON-PROSPECT DEVELOPMENT**  
**PUD EXHIBITS**

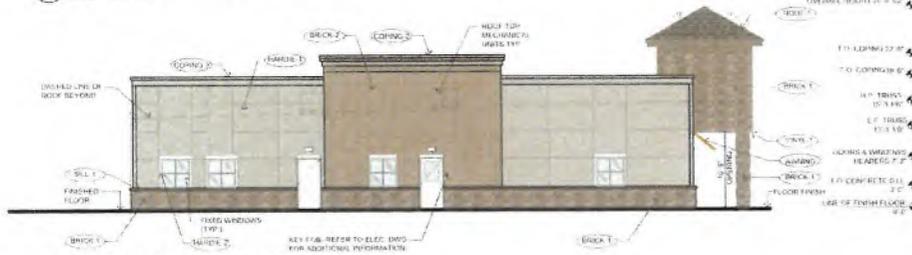
Project Manager: P.A.L.  
 Engineer: S.M.S.  
 Date: 04-28-2023  
 Project No: 17150  
 Sheet: EX-3



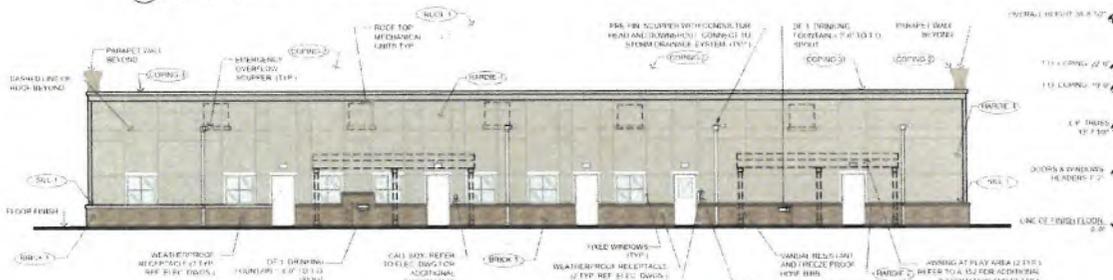
1 PROPOSED EAST ELEVATION  
SCALE 1/8" = 1'-0"



2 PROPOSED NORTH ELEVATION  
SCALE 1/8" = 1'-0"



3 PROPOSED SOUTH ELEVATION  
SCALE 1/8" = 1'-0"



4 PROPOSED WEST ELEVATION  
SCALE 1/8" = 1'-0"

- OVERALL HEIGHT 26'-0"
- 1'-0" CORNIC 22'-0"
- 1'-0" CORNIC 18'-0"
- 1'-0" CORNIC 14'-0"
- 1'-0" CORNIC 10'-0"
- 1'-0" CORNIC 6'-0"
- 1'-0" CORNIC 2'-0"
- 1'-0" CONCRETE SILL 0'-0"
- 1'-0" FINISH FLOOR 0'-0"

- OVERALL HEIGHT 26'-0"
- 1'-0" CORNIC 22'-0"
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- 1'-0" CORNIC 6'-0"
- 1'-0" CORNIC 2'-0"
- 1'-0" CONCRETE SILL 0'-0"
- 1'-0" FINISH FLOOR 0'-0"

GENERAL NOTES:  
1. HOLD BRUSH IN PLAYGROUND TO BE LOCATED AT PERMITS/LOCAL PERMITTING AGENCY.  
2. FINISHED ELEVATIONS IN ITALIC TO BE LOCATED AT PERMITS/LOCAL PERMITTING AGENCY.  
3. SEE PLAN FOR HOLD BRUSH SPEC AT 1/2" = 1'-0".  
4. ADDRESS CHANGE SIGNAGE SHALL BE PROVIDED AS PER LOCAL PERMITTING AGENCY.

EXTERIOR MATERIAL SCHEDULE			
LABEL	MANUFACTURER	SIZE / TYPE	FINISH / COLOR
STAMPED	FAHNER	BRICK 1/2" x 3 1/2" x 8"	STONE WHITE
GLASS	REDFORD	REDFORD SCHEDULE	FACTORY FINISH
PAVED/ASPH	FLYKOP	16" x 16" x 1 1/2" SQUARE	WHITE
BRICK 1	ALLEN LEROY	MODULAR BRICK	ATLANTA
BRICK 2	JAMES HANDEL	HANDEL BRICK	16" x 8" x 3 1/2" BALANCED BRICK
BRICK 3	JAMES HANDEL	HANDEL BRICK	16" x 8" x 3 1/2" BALANCED BRICK
BRICK 4	JAMES HANDEL	HANDEL BRICK	16" x 8" x 3 1/2" BALANCED BRICK
BRICK 5	JAMES HANDEL	HANDEL BRICK	16" x 8" x 3 1/2" BALANCED BRICK
BRICK 6	JAMES HANDEL	HANDEL BRICK	16" x 8" x 3 1/2" BALANCED BRICK
BRICK 7	JAMES HANDEL	HANDEL BRICK	16" x 8" x 3 1/2" BALANCED BRICK
BRICK 8	JAMES HANDEL	HANDEL BRICK	16" x 8" x 3 1/2" BALANCED BRICK
BRICK 9	JAMES HANDEL	HANDEL BRICK	16" x 8" x 3 1/2" BALANCED BRICK
BRICK 10	JAMES HANDEL	HANDEL BRICK	16" x 8" x 3 1/2" BALANCED BRICK
BRICK 11	JAMES HANDEL	HANDEL BRICK	16" x 8" x 3 1/2" BALANCED BRICK
BRICK 12	JAMES HANDEL	HANDEL BRICK	16" x 8" x 3 1/2" BALANCED BRICK
BRICK 13	JAMES HANDEL	HANDEL BRICK	16" x 8" x 3 1/2" BALANCED BRICK
BRICK 14	JAMES HANDEL	HANDEL BRICK	16" x 8" x 3 1/2" BALANCED BRICK
BRICK 15	JAMES HANDEL	HANDEL BRICK	16" x 8" x 3 1/2" BALANCED BRICK
BRICK 16	JAMES HANDEL	HANDEL BRICK	16" x 8" x 3 1/2" BALANCED BRICK
BRICK 17	JAMES HANDEL	HANDEL BRICK	16" x 8" x 3 1/2" BALANCED BRICK
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BRICK 19	JAMES HANDEL	HANDEL BRICK	16" x 8" x 3 1/2" BALANCED BRICK
BRICK 20	JAMES HANDEL	HANDEL BRICK	16" x 8" x 3 1/2" BALANCED BRICK
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BRICK 24	JAMES HANDEL	HANDEL BRICK	16" x 8" x 3 1/2" BALANCED BRICK
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BRICK 27	JAMES HANDEL	HANDEL BRICK	16" x 8" x 3 1/2" BALANCED BRICK
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BRICK 99	JAMES HANDEL	HANDEL BRICK	16" x 8" x 3 1/2" BALANCED BRICK
BRICK 100	JAMES HANDEL	HANDEL BRICK	16" x 8" x 3 1/2" BALANCED BRICK

Jarmel Kize  
ARCHITECTURE, INC.  
1118 N. 20th St.  
Bartlett, IL 60010  
630.331.1111  
www.jarmelkize.com

DEVON AVENUE  
BARTLETT, ILLINOIS  
TLE SITE ID: 11L0043

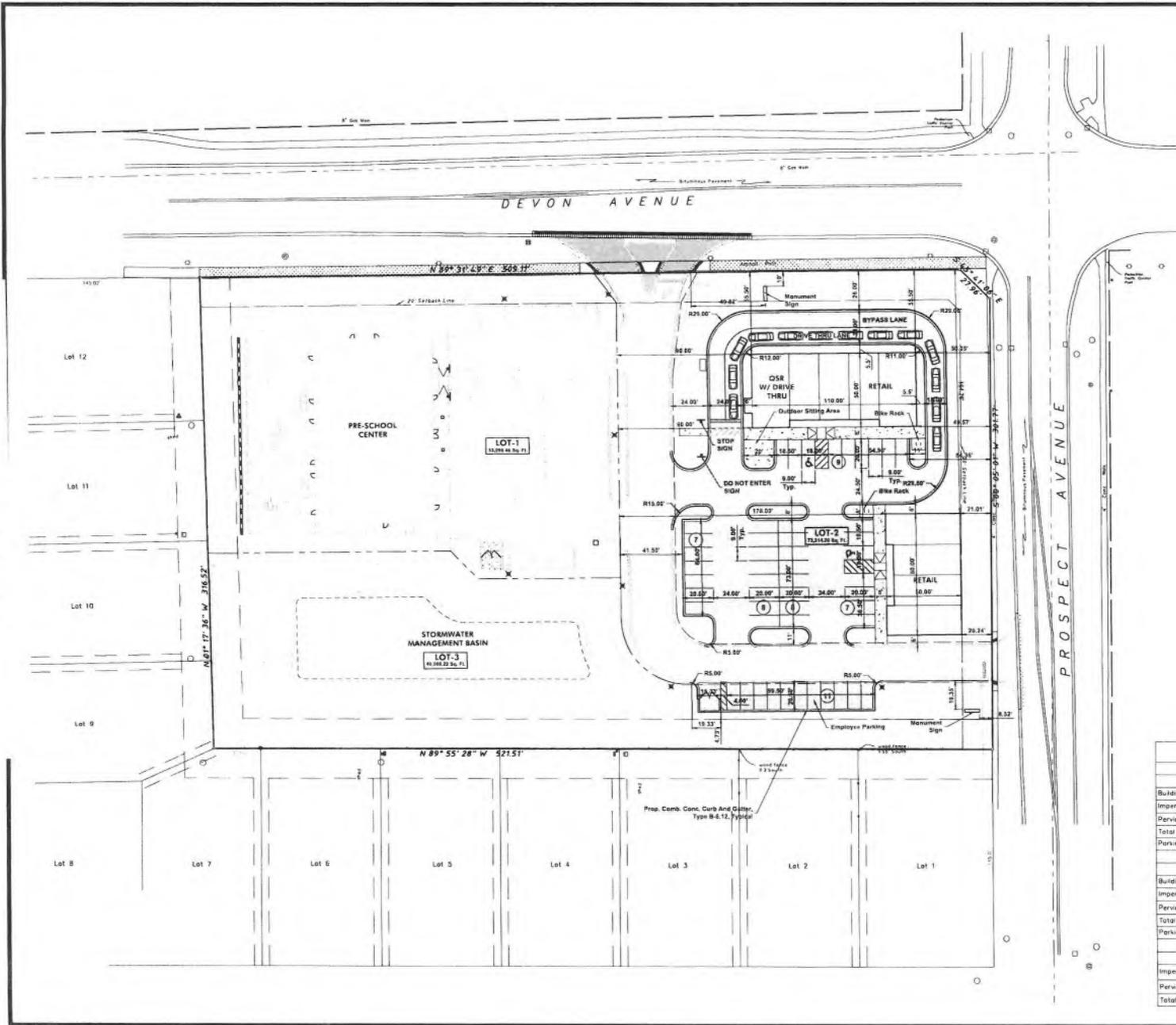
THE LEARNING EXPERIENCE  
ACADEMY OF  
EARLY EDUCATION

REVISION	DATE	DESCRIPTION
1	04/06/24	ISSUE FOR PERMITS
2	04/06/24	ISSUE FOR PERMITS
3	04/06/24	ISSUE FOR PERMITS
4	04/06/24	ISSUE FOR PERMITS
5	04/06/24	ISSUE FOR PERMITS
6	04/06/24	ISSUE FOR PERMITS
7	04/06/24	ISSUE FOR PERMITS
8	04/06/24	ISSUE FOR PERMITS
9	04/06/24	ISSUE FOR PERMITS
10	04/06/24	ISSUE FOR PERMITS
11	04/06/24	ISSUE FOR PERMITS
12	04/06/24	ISSUE FOR PERMITS
13	04/06/24	ISSUE FOR PERMITS
14	04/06/24	ISSUE FOR PERMITS
15	04/06/24	ISSUE FOR PERMITS
16	04/06/24	ISSUE FOR PERMITS
17	04/06/24	ISSUE FOR PERMITS
18	04/06/24	ISSUE FOR PERMITS
19	04/06/24	ISSUE FOR PERMITS
20	04/06/24	ISSUE FOR PERMITS
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22	04/06/24	ISSUE FOR PERMITS
23	04/06/24	ISSUE FOR PERMITS
24	04/06/24	ISSUE FOR PERMITS
25	04/06/24	ISSUE FOR PERMITS
26	04/06/24	ISSUE FOR PERMITS
27		

**EXHIBIT D**

*Lot 2 Preliminary PUD Plans*

# EXHIBIT D



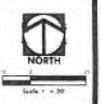
- NOTES:**
- 1) All traffic signs shall be installed at 7' high from ground elevation to the bottom of the sign.
  - 2) There shall be no landscaping within the County Right-of-Way.
  - 3) Red Detectable Warning Devices are required at all ADA ramps.
  - 4) All Traffic Sign shall be installed On Square Break-away Post.

**PAVING LEGEND**

	<b>BITUMINOUS PAVEMENT - STANDARD</b>
	<b>BITUMINOUS PAVEMENT - HEAVY DUTY</b>
	<b>CONCRETE PAVEMENT</b>
	<b>DRIVEWAY APRON</b>
	<b>CHANNELLED SIDEWALK</b>
	<b>DEVON AVENUE 1.5 W MULTI-USE-PATH ADA RAMP</b>
	<b>SIDEWALK</b>
	<b>HMA MULTI-USE TRAIL</b>

**LAND COVERAGE DATA**

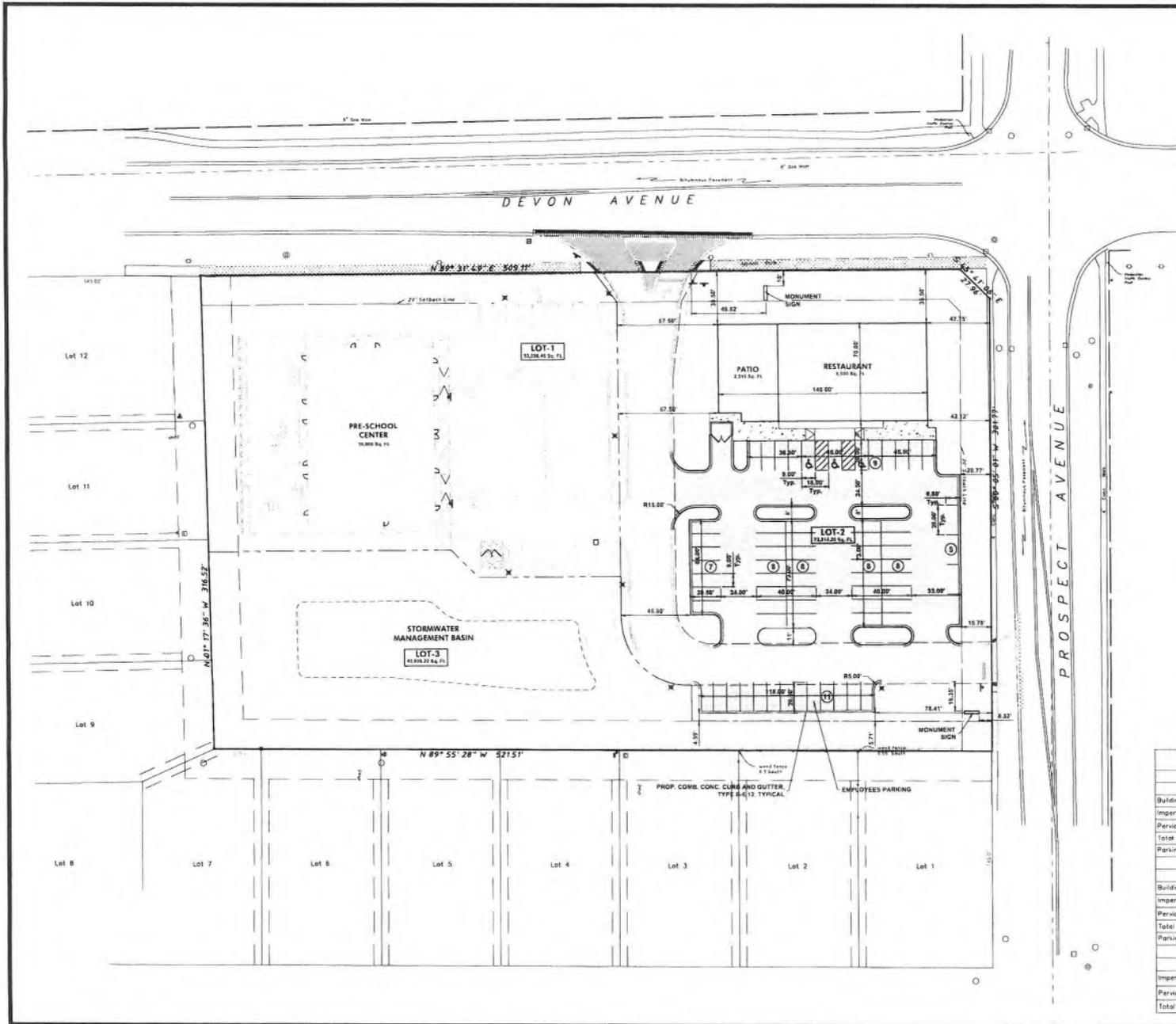
Category	Square Feet	Acres
<b>LOT-1 (Pre-School)</b>		
Building Area	10,000.00	0.22957
Impervious Area	31,260.97	0.71785
Pervious Area	21,830.49	0.50127
Total Site Area	53,096.46	1.21893
Parking Provided	41 Standsrd, 2 HC	
<b>LOT-2 (OSR / Retail)</b>		
Building Area	9,050.00	0.20776
Impervious Area	52,649.08	1.20865
Pervious Area	20,585.12	0.47211
Total Site Area	73,214.20	1.68077
Parking Provided	48 Standsrd, 2 HC	
<b>LOT-3 (Stormwater Management Basin)</b>		
Impervious Area - N.W.L.	8,603.00	0.22045
Pervious Area	31,305.22	0.71867
Total Site Area	40,908.22	0.93912



**HAEGER ENGINEERING**  
 consulting engineers • land surveyors  
 1800 East 17th Avenue, Suite 100 • Denver, CO 80202 • Tel: 303.733.1000  
 www.haeger-engineering.com

**PRELIMINARY PUD PLAN-OPTION-A  
 PHASE 2  
 DEVON-PROSPECT DEVELOPMENT  
 PUD EXHIBITS**

Project Manager: F.A.S.  
 Engineer: S.A.S.  
 Date: 02/11/2013  
 Project No: 17190  
 Sheet: PH2-A



- Notes:**
- 1) All traffic signs shall be installed at 7' high from ground elevation to the bottom of the sign.
  - 2) There shall be no landscaping within the County Right-of-Way.
  - 3) Red Detectable Warning Devices are required at ADA ramps.
  - 4) All Traffic Sign shall be installed On Square Breakaway Post.

**PAVING LEGEND**

	<b>UNIFORM PAVEMENT - STANDARD</b> 1" 1/2" (38mm) Aggregate (200#) on 4" (102mm) Concrete 1" (25mm) Asphalt Surface Course 1" (25mm) Asphalt Surface Course 1" (25mm) Asphalt Surface Course
	<b>UNIFORM PAVEMENT - HEAVY DUTY</b> 1" 1/2" (38mm) Aggregate (200#) on 4" (102mm) Concrete 1" (25mm) Asphalt Surface Course 1" (25mm) Asphalt Surface Course 1" (25mm) Asphalt Surface Course
	<b>CONCRETE PAVEMENT</b> 4" (102mm) Concrete 1" (25mm) Concrete
	<b>DRIVEWAY APRON</b> 1" (25mm) Asphalt (200#) on 4" (102mm) Concrete 1" (25mm) Asphalt Surface Course 1" (25mm) Asphalt Surface Course 1" (25mm) Asphalt Surface Course
	<b>CHANNELIZED MEDIUM</b> 1" (25mm) Asphalt (200#) on 4" (102mm) Concrete 1" (25mm) Asphalt Surface Course 1" (25mm) Asphalt Surface Course
	<b>DEVON AVENUE R.O.W. MULTI-USE PATH ADA RAMP</b> 1" (25mm) Concrete 1" (25mm) Concrete
	<b>SIDEWALK</b> 1" (25mm) Concrete 1" (25mm) Concrete
	<b>HMA MULTI-USE TRAIL</b> 1" (25mm) Asphalt (200#) on 4" (102mm) Concrete 1" (25mm) Asphalt Surface Course 1" (25mm) Asphalt Surface Course

**LAND COVERAGE DATA**

	Square Feet	Acres
<b>LOT-1 (Pre-School)</b>		
Building Area	10,000.00	0.22857
Impervious Area	31,260.97	0.71765
Pervious Area	21,835.49	0.50127
Total Site Area	53,096.46	1.21893
Parking Provided	41 Standard, 2 HC	
<b>LOT-2 (Restaurant)</b>		
Building Area	9,050.00	0.20776
Impervious Area	5,264.08	1.20556
Pervious Area	20,565.12	0.47211
Total Site Area	73,214.20	1.68077
Parking Provided	48 Standard, 2 HC	
<b>LOT-3 (Stormwater Management Basin)</b>		
	Square Feet	Acres
Impervious Area - NWL	9,603.00	0.22045
Pervious Area	31,305.22	0.71867
Total Site Area	40,908.22	0.93912



**HAEGER ENGINEERING**  
 CONSULTING ENGINEERS  
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 Website: www.haeger-engineering.com

**PRELIMINARY PUD PLAN-OPTION-B  
 PHASE 2  
 DEVON-PROSPECT DEVELOPMENT  
 PUD EXHIBITS**  
 LINCOLN, NEBRASKA

Project Manager: P.A.L.  
 Engineer: E.S.L.  
 Date: 02-11-2023  
 Project No: 17190  
 Sheet: **PH2-B**



# Agenda Item Executive Summary

**AGENDA ITEM:** #2025-04 Star Buds Dispensary

**BOARD OR COMMITTEE:** Board

## BUDGET IMPACT

**Amount** \$N/A

**Budgeted** \$N/A

**Fund:** N/A

**Corresponding Activity Measure:** P&Z Commission Review

## EXECUTIVE SUMMARY

The petitioner is requesting a **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.

The Planning & Zoning Commission held the public hearing at their May 1, 2025 meeting and heard the comments and concerns raised by the surrounding property owners and received a petition objecting to the request. The Planning and Zoning Commission's motion to recommend approval of the petitioner's request **failed to pass with a 3-5 vote.**

The Committee of the Whole reviewed the Planning & Zoning Commission recommendation at their May 20, 2025 meeting and forwarded the petition to the Village Board for a final vote. The petitioner has agreed to six (6) additional conditions outlined in the staff report and incorporated into the draft ordinance. *A special use permit which fails to receive a positive recommendation from the Planning & Zoning Commission requires a vote of at least four (4) Trustees in favor of the application.*

## ATTACHMENTS (PLEASE LIST)

PDS memo, ordinance with exhibit

### RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Work to improve retail business profile in the village

Short Term (1-3 Years): Routine  Complex

Long Term (3-5 Years): Routine  Complex

## ACTION REQUESTED

For Discussion Only

Resolution

Ordinance - Motion to approve Ordinance 2025-\_\_\_ An Ordinance Approving a Special Use Permit for a Cannabis Dispensary at 801-803 S. IL Route 59

Motion

Staff: Kristy Stone, PDS Director

Date: May 27, 2025

**PLANNING & DEVELOPMENT SERVICES MEMORANDUM**  
**25-024**

DATE: May 27, 2025  
TO: Paula Schumacher, Village Administrator  
FROM: Brian Krause, Associate Planner *BK*  
RE: **(#25-04) Star Buds Dispensary**

---

**PETITIONER**

Ahmad Joudeh

**SUBJECT SITE**

801-803 S IL Route 59

**REQUESTS**

**Special Use Permit – Adult-Use Cannabis Dispensary**

**SURROUNDING LAND USES**

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

**CURRENT DISCUSSION**

Committee of the Whole reviewed the petitioner's requests at their meeting on May 20, 2025. During the public comment, a petition from nearby business owners and homeowners opposing the project was submitted. Based on the discussion at this meeting, the petitioners have agreed to the following additional conditions:

- A. On-premises consumption of cannabis or a product containing cannabis is prohibited. A sign, at least eight and one-half (8.5) inches by eleven (11) inches, shall be posted inside, at a location clearly visible to patrons, with the following language, "Smoking, eating, drinking, or other forms of consumption of cannabis or products containing cannabis is prohibited anywhere inside or on the ground of the establishment."

- B. Recreational cannabis business establishments shall be subject to random and unannounced inspections by local law enforcement and inspections when reasonable cause to believe a violation of a village ordinance exists.
- C. All trash containers shall be located entirely within the interior of the primary structure to prevent uncontrolled access from the building's exterior, except for routine disposal of trash containers.
- D. No transfer of cash or currency by armored car or any vehicle shall occur except during the hours of 9:00 a.m. through 4:00 p.m.
- E. The parking lot and outside areas, both immediately east and west of the tenant space, shall be cleaned daily.
- F. A temporary "Now Open" banner not to exceed 24 sq.ft. may be installed for no more than 30 days from the date the business license is issued.

#### **PREVIOUS DISCUSSION**

1. The petitioner seeks to occupy 4,561 square feet of the Brewster Creek Shopping Centre. The petitioner is requesting a **special use permit** for an adult-use cannabis dispensary at 801 S Route 59. The onsite consumption of cannabis is prohibited. The petitioner will also operate a bakery at 803 S Route 59 which produces hemp-infused baked goods. *The bakery does not require a special use permit since the products are infused with hemp, not cannabis.* Both units will only be available to ages 21+.
2. The shopping center parking lot provides 185 parking spaces. The dispensary requires 7 parking spaces, and the bakery requires 4 parking spaces. The requirements for both uses are met with the existing parking.
3. The proposed dispensary is required to meet the additional requirements of the Illinois Department of Financial and Professional Regulation for an adult-use cannabis dispensary license and an approved security plan.
4. The proposed hours of operation for the dispensary and bakery are 8:00 a.m. to 10:00 p.m, 7 days a week. At this location, the applicant predicts 40% of the purchases being pre-ordered. Each customer typically spends 3 – 5 minutes in the store.
5. At the May 1 Planning and Zoning Commission meeting, the petitioner gave a presentation (attached) outlining the security precautions, product packaging, and daycare proximity. Several residents raised concerns regarding the proposed location's proximity to Brewster Creek Kinder Care and the residential neighborhood, increased traffic, air quality / odors, and children's safety.

**RECOMMENDATION**

1. The Staff recommends **approval** of the petitioner's request for a special use permit subject to the following conditions and findings of fact:
  - A. Approval of an adult-use cannabis dispensary license with the Illinois Department of Financial and Professional Regulation.
  - B. The hours of operation shall be limited to the hours of 8:00am to 10:00pm, 7 days a week.
  - C. All proposed signage shall require permits and approval from the Planning and Development Services Department prior to installation.
  - D. Building permits shall be required for all construction activities, and this Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind may be commenced on the Subject Property pursuant to the approvals granted by this Ordinance unless and until all condition of this Ordinance precedent to that work have been fulfilled and after all permits, approvals, and other authorizations for the work have been properly applied for, paid for, and granted in accordance with all applicable laws and regulations.
  - E. The Bartlett Zoning Ordinance, the Subdivision Ordinance, Village building codes, and all other applicable Village ordinances and regulations shall continue to apply to the Subject Property, and the development and use of the Subject Property must comply with all laws and regulations of the Village and all other federal, state, and local governments and agencies having jurisdiction.
  - F. All business licenses shall be applied for, paid for, and granted with the Village prior to operating this business.
  - G. The special use permit shall not, be transferred to any person or entity other than the Petitioner without that person or entity first applying for and receiving the Village's approval of a new application for a special use permit.
  - H. Findings of fact (special use permit):
    - i. The proposed use at that particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
    - ii. That the proposed use will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity.
    - iii. That the special use shall conform to the regulations and conditions specified in this Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.
  - I. Additional findings of fact (cannabis-related special use permits):

- i. The proposed facility will not negatively impact existing or future uses located within the vicinity of the subject property.
  - ii. The proposed structure in which the facility will be located complies with the Village of Bartlett Zoning Ordinance (the Zoning Code) and Building Code.
  - iii. The proposed hours of operation for the proposed facility coincide with the hours established by the State of Illinois.
  - iv. The proposed facility has satisfied all necessary security measures as required by the State of Illinois and the Village, including but not limited to approval of a security plan and security installations.
  - v. The proposed parking for the facility satisfies the parking requirements in the Zoning Code and is based on one (1) space per two hundred (200) square feet of retail floor area for an adult-use cannabis dispensing center.
  - vi. The proposed traffic generated by the facility will not negatively impact the adjacent roadway capacity nor will it negatively impact access to adjacent roadways.
  - vii. The design and layout of the site, including internal site circulation is compatible with adjacent land uses and provides for safe, efficient movement of traffic.
  - viii. The proposed signage for the facility complies with the Village of Bartlett Sign Code regulations as outlined in the Zoning Code.
  - ix. The proposed facility satisfies and complies with all requirements provided in section 10-2-2 of the Zoning Ordinance.
  - x. Building enhancements, such as security cameras, lighting or other improvements, as set forth in the special use permit, to ensure the safety of employees and customers of the adult-use cannabis dispensing center, as well as its environs have been satisfied. Said improvements shall be determined based on the specific characteristics of the floor plan for an adult-use cannabis dispensing center and the site on which it is located, consistent with the requirement of the Cannabis Regulation and Tax Act, P.A. 101-0027, as it may be amended from time to time, and regulations promulgated thereunder.
2. The Planning and Zoning Commission held the required public hearing, reviewed the petitioner's request for a Special Use Permit and **did not recommend approval** at their meeting on May 1, 2025 based on the above conditions and findings of fact.
  3. Committee of the Whole reviewed the petitioner's requests at their meeting on May 20, 2025. The Committee forwarded the petition to the Village Board for a final vote.
  4. The ordinance with exhibits is attached for your review.

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

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A CANNABIS  
DISPENSARY AT 801-803 S. IL ROUTE 59

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**WHEREAS**, Brewster Creek L.P., an Illinois limited partnership (the "**Owner**") is the owner of the property commonly known as 801-803 South Illinois Route 59 in the Village of Bartlett ("**Village**"), legally described on **Exhibit A**, and zoned B-3 (Neighborhood Shopping), which is referred to herein as the "**Subject Property**"; and

**WHEREAS**, Ahmad Joudeh (the "**Petitioner**") desires to lease the Subject Property from the Owner for the purpose of operating an adult-use cannabis dispensing center; and

**WHEREAS**, adult-use cannabis dispensing centers are allowed in the B-3 District subject to the issuance of a special use permit; and

**WHEREAS**, the Petitioner, with the consent of the Owner, has filed a petition (the "**Petition**") for a special use permit to operate an adult-use cannabis dispensing center on the Subject Property; and

**WHEREAS**, on May 1, 2025, pursuant to proper notice, the Village Planning and Zoning Commission conducted a public hearing and reviewed the Petition, and has recommended to the Corporate Authorities that the Petition be denied; and

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

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

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

**Section 2. Findings of Fact.**

A. **Special Use Permit.** Based in part on the conditions set forth in Section 4 of this Ordinance, the Corporate Authorities make the following findings of fact regarding the Petitioner's application for a special use permit to operate a cannabis dispensing center on the Subject Property:

1. That the proposed use at that particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.
2. That such use will not under the circumstances of the particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity.
3. That the special use shall conform to the regulations and conditions specified in this title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.

B. Cannabis Business. Based in part on the conditions set forth in Section 4 of this Ordinance, the Corporate Authorities make the following additional findings of fact for cannabis businesses as required by Section 10-13-9(F)(4) of the Bartlett Zoning Ordinance:

1. The proposed facility will not negatively impact existing or future uses located within the vicinity of the subject property.
2. The proposed adult-use cannabis cultivation center or medical cannabis cultivation center property is located a minimum of two thousand five hundred feet (2,500') from the property line of a pre-existing public or private nursery school, preschool, primary or secondary school, day care center, day care home or residential care home or pre-existing property zoned or used for residential purposes. Learning centers and vocational/trade centers shall not be classified as a public or private school for purposes of this section.
3. The proposed structure in which the facility will be located complies with the Village of Bartlett Zoning Ordinance and Building Code.
4. The proposed hours of operation for the proposed facility coincide with the hours established by the State of Illinois.
5. The proposed facility has satisfied all necessary security measures as required by the State of Illinois and the Village, including but not limited to approval of a security plan and security installations.
6. The proposed parking for the facility satisfies the parking requirements in the Zoning Code and is based on one (1) space per two hundred (200) square feet of retail floor area for an adult-use cannabis dispensing center or medical cannabis dispensing center and one (1) space per one thousand (1,000) square feet of growing/warehousing space for an adult-use cannabis cultivation center or medical cannabis dispensing center.
7. The proposed traffic generated by the facility will not negatively impact the adjacent roadway capacity nor will it negatively impact access to adjacent roadways.

8. The design and layout of the site, including internal site circulation is compatible with adjacent land uses and provides for safe, efficient movement of traffic.
9. The proposed signage for the facility complies with the Village of Bartlett Sign Code regulations as outlined in the Zoning Code.
10. The proposed facility satisfies and complies with all requirements provided in section 10-2-2 of this title.
11. Building enhancements, such as security cameras, lighting or other improvements, as set forth in the special use permit, to ensure the safety of employees and customers of the adult-use cannabis dispensing center, medical cannabis dispensing center, adult-use cannabis cultivation center and/or medical cannabis cultivation center, as well as its environs have been satisfied. Said improvements shall be determined based on the specific characteristics of the floor plan for an adult-use cannabis dispensing center, medical cannabis dispensing center, adult-use cannabis cultivation center and/or medical cannabis cultivation center and the site on which it is located, consistent with the requirement of the Cannabis Regulation and Tax Act, P.A. 101-0027, as it may be amended from time to time, and regulations promulgated thereunder.

**Section 3. Special Use Permit for Cannabis Dispensing Center.** Pursuant to Section 10-13-9 of the Bartlett Zoning Ordinance, and subject to the conditions set forth in Section 4 of this Ordinance, the Corporate Authorities hereby approve the issuance of a special use permit to allow the Petitioner to operate a cannabis dispensing center on the Subject Property.

**Section 4. Conditions.** The approvals granted pursuant to this Ordinance shall be and are hereby expressly subject to and contingent upon each of the following terms, conditions, and restrictions, the violation of any of which shall, in the sole discretion of the Corporate Authorities, invalidate the approvals granted in this Ordinance:

- A. Approval of an adult-use cannabis dispensary license with the Illinois Department of Financial and Professional Regulation.
- B. The hours of operation shall be limited to the hours of 8:00 a.m. to 10:00 p.m., 7 days a week.
- C. All proposed signage shall require permits and approval from the Planning and Development Services Department prior to installation.
- D. All business licenses shall be applied for, paid for, and received from the Village prior to operating any business on the Subject Property.
- E. The special use permit to operate a cannabis dispensing center on the Subject Property shall not be transferred to any person or entity other than

the Petitioner without that person or entity first applying for and receiving the Village's approval of a new application for a special use permit.

- F. Building permits shall be required for all construction activities, and this Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind may be commenced on the Subject Property pursuant to the approvals granted by this Ordinance unless and until all conditions of this Ordinance precedent to that work have been fulfilled and after all permits, approvals, and other authorizations for the work have been properly applied for, paid for, and granted in accordance with all applicable laws and regulations.
- G. The Bartlett Zoning Ordinance, the Subdivision Ordinance, Village building codes, and all other applicable Village ordinances and regulations shall continue to apply to the Subject Property, and the development and use of the Subject Property must comply with all laws and regulations of the Village and all other federal, state, and local governments and agencies having jurisdiction.
- H. On-premises consumption of cannabis or a product containing cannabis is prohibited. A sign, at least eight and one-half (8.5) inches by eleven (11) inches, shall be posted inside, at a location clearly visible to patrons, with the following language, "Smoking, eating, drinking, or other forms of consumption of cannabis or products containing cannabis is prohibited anywhere inside or on the ground of the establishment."
- I. Recreational cannabis business establishments shall be subject to random and unannounced inspections by local law enforcement and inspections when reasonable cause to believe a violation of a village ordinance exists.
- J. All trash containers shall be located entirely within the interior of the primary structure to prevent uncontrolled access from the building's exterior, except for routine disposal of trash containers.
- K. No transfer of cash or currency by armored car or any vehicle shall occur except during the hours of 9:00 a.m. through 4:00 p.m.
- L. The parking lot and outside areas, both immediately east and west of the tenant space, shall be cleaned daily.
- M. A temporary "Now Open" banner not to exceed 24 sq.ft. may be installed for no more than 30 days from the date the business license for the cannabis dispensing center is issued.

**Section 5. Failure to Comply.** Upon failure or refusal of the Petitioner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the approval

granted pursuant to this Ordinance (the "**Conditioned Approval**"), will, at the sole discretion of the Corporate Authorities, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Corporate Authorities will not revoke the Conditioned Approval unless it first provides the Petitioner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Board of Trustees regarding the revocation. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the B-3 Zoning District, as the same may, from time to time, be amended. Further, in the event of revocation, the Village Administrator and Village Attorney are authorized and directed to bring all zoning enforcement actions as may be appropriate under the circumstances. The Petitioner acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section 5, and agrees not to challenge any revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Petitioner required by this Section 5 is given.

**Section 6. Severability.** In the event a court of competent jurisdiction finds this Ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

**Section 7. Repeal and Saving Clause.** All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or cause of action which shall have accrued to the Village of Bartlett prior to the effective date of this Ordinance.

**Section 8. Effective Date.** This Ordinance shall be in full force and effect after its passage and approval according to law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

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Daniel H. Gunsteen, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giless, 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 June 3, 2025, and approved on June 3, 2025, as the same appears from the official records of the Village of Bartlett.

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

**EXHIBIT A**

LOT 2 IN THE RESUBDIVISION OF LOT 1 IN BREWSTER CREEK CENTRE AND CONSOLIDATION BEING A SUBDIVISION OF PART OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 23, 2013 AS DOCUMENT R2013-168246, IN DU PAGE COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART TAKEN BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CASE NO. 20116ED15, AS SET FORTH IN ORDER VESTING TITLE RECORDED MARCH 9, 2017 AS DOCUMENT R2017-034504 AND ORDER VESTING TITLE RECORDED JULY 19, 2019 AS DOCUMENT R2019-060129.

PIN: 01-04-402-058

Common Address: 801 & 803 Illinois Route 59, Bartlett, IL, 60103



## Agenda Item Executive Summary

**AGENDA ITEM:** Purchase of one (1) 2025 Ford Escape **BOARD OR COMMITTEE:** Board

### BUDGET IMPACT

**Amount** \$29,881

**Budgeted** \$33,000

**Fund:** Vehicle Replacement Fund

**Corresponding Activity Measure:** N/A

### EXECUTIVE SUMMARY

The Suburban Purchasing Cooperative has extended contract 206 for the purchase of Ford Escapes to Currie Motors in Frankfort, Il. The vehicle would replace an inspector vehicle with over 80,000 miles.

The vehicle will be delivered with a total cost of \$29,881. The fiscal year 2025-2026 budget provides \$33,000 for the purchase of one sport utility vehicle.

### ATTACHMENTS (PLEASE LIST)

PDS memo, SPC Contract #206

### 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 one (1) 2025 Ford Escape from Currie Motors

Staff: Kristy Stone, PDS Director

Date: May 19, 2025

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**  
**25-023**

DATE: May 19, 2025  
TO: Paula Schumacher, Village Administrator  
FROM: Kristy Stone, Planning & Development Services Director *KS*  
RE: **Purchase of one 2025 Ford Escape**

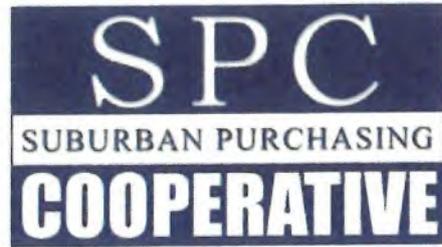
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The Suburban Purchasing Cooperative has extended contract #206 for the purchase of Ford Escapes to Currie Motors in Frankfort, IL. The vehicle would replace an inspector vehicle with over 80,000 miles.

The vehicle will be delivered with a total cost of \$29,881. The fiscal year 2025-2026 budget provides \$33,000 for the purchase of a sport utility vehicle.

**MOTION**

**I move to approve the purchase of one (1) 2025 Ford Escape  
from Currie Motors**



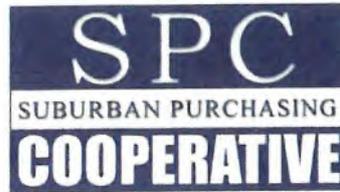
**2025 Ford Escape Active All-  
Wheel Drive Contract# 206**



**Currie Motors Fleet**

*"Nice People to Do Business With"*

Gasoline Motors Only



**Currie Motors Frankfort**

**SPC Contract Winner**

**2025 Ford Escape Active All Wheel Drive**

**Contract #206**

**Call Tom Sullivan (815) 464-9200**

**Standard Package:           \$29,028.00**

**Warranty: 3 Years 36,000 miles Bumper to Bumper/ 5 Years 60,000 Power train**

17 x 7-inch front and rear silver aluminum wheels P225/65RH17 AS BSW front and rear tires Overdrive transmission  
Lock-up transmission  
Transmission electronic control  
Stainless steel quasi-dual exhaust with chrome tailpipe finisher  
All-speed ABS and driveline traction control Lead acid battery  
Battery run down protection  
Auto stop-start engine  
Driver selectable drivetrain mode  
Fuel tank capacity: 15.69 gal.  
8 inch primary LCD display  
Steering wheel mounted audio controls  
Wireless audio streaming  
SiriusXM AM/FM/Satellite radio Seek scan Radio data system (RDS)  
SYNC 4 external memory control  
Internet radio capability  
3 month satellite trial subscription  
Vehicle body length: 181.2"  
Wheelbase: 106.7"  
Interior cargo length: 68.5 "  
Standard ride suspension

DRL preference setting  
LED daytime running lights  
Trip computer  
Rear window defroster  
Power door mirrors  
Heated driver and passenger side door mirrors Manual folding door mirrors  
LED brake lights  
Deep tinted windows  
Variable intermittent front windshield wipers Speed sensitive wipers  
AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll  
Manual rear child safety door locks  
Driver front impact airbag  
Seat mounted side impact driver airbag  
Passenger front impact airbag  
Seat mounted side impact front passenger airbag Personal Safety System airbag occupancy sensor 7 airbags  
SecuriLock immobilizer  
Automatic climate control  
Dual-zone front climate control  
Rear under seat climate control ducts

Fixed rear seats  
60-40 folding rear seats  
Manual reclining rear seats  
Split-bench rear seat  
Front facing rear seat  
Fold forward rear seatback  
Rear seats with manual fore and aft  
Height adjustable rear seat head restraints  
Manual rear seat head restraint control  
3 rear seat head restraints  
Rear seat center armrest  
Bucket front seats  
Driver seat with 6-way directional controls  
Front passenger seat with 4-way directional controls  
Height adjustable front seat head restraints  
Manual front seat head restraint control  
Front seat center armrest  
Power reclining driver seat  
Power height adjustable driver seat  
Power driver seat fore/aft control  
Manual reclining passenger seat  
Manual passenger seat fore/aft control  
Cloth front seat upholstery  
Cloth front seatback upholstery  
Driver seat with 2-way power lumbar  
Heated driver and front passenger seats  
4-wheel disc brakes  
4-wheel antilock (ABS) brakes  
Electronic parking brake  
Brake assist system  
Hill start assist

Equipment Group 200A  
Engine: 1.5L EcoBoost  
Transmission: 8-Speed Automatic  
3.81 Axle Ratio  
Tires: 225/65R17 AS BSW  
Wheels: 17" Shadow Silver-Painted Aluminum Unique  
Cloth Front Bucket Seats  
Monotone Paint Application  
106" Wheelbase  
Radio: AM/FM Stereo  
50-State Emissions System  
SYNC 4  
Ford Pass Connect  
Remote Start



**Models**

<input checked="" type="checkbox"/> Escape Active AWD	29,028.00
<input type="checkbox"/> Escape Active FWD	-1387.00

**Equipment Groups**

<input type="checkbox"/> 68B-Tech Package #1-Call For Details	935.00
<input type="checkbox"/> 68C-Technology Package #2-Call For Details	1499.00
<input type="checkbox"/> 19H Cold Weather Package	308.00
<input type="checkbox"/> 60S-Reverse Parking System	141.00

**Other Options**

<input type="checkbox"/> 47B-Easy Access Cargo Shade	127.00
<input type="checkbox"/> 50B-Floor Liners with Carpet Mats	188.00
<input type="checkbox"/> 50C-Floor Liners without Carpet Mats	150.00
<input type="checkbox"/> 50Q-Cargo Mat	94.00
<input checked="" type="checkbox"/> 63E-Remote Starter System	465.00 ←
<input type="checkbox"/> 942-Day Time Running Lights	42.00
<input type="checkbox"/> 43M-Panoramic Vista Roof	1,499.00
<input type="checkbox"/> 51U-Mini Spare-Active Model Only	324.00
<input type="checkbox"/> 41H-Block Heater	179.00

**Misc. Options**

<input type="checkbox"/> Rustproofing	395.00
<input type="checkbox"/> 4-Corner LED Strobes	1,495.00
<input type="checkbox"/> CD-ROM Service Manual	395.00
<input checked="" type="checkbox"/> Delivery Greater than 50 miles of Dealership	185.00 ←
<input checked="" type="checkbox"/> License & Title <u>Municipal</u> Municipal Police	203.00 ←
<input type="checkbox"/> Passenger Plates	326.00
<input type="checkbox"/> Certificate of Origin-Customer to Complete License/Title Application	N/C

**Warranties**

<input type="checkbox"/> 3 Year/100,000 Miles Premium Care	1,950.00
<input type="checkbox"/> 5 Year/100,000 Miles Premium Care	2,060.00
<input type="checkbox"/> 3 Year/100,000 Miles Extra Care	1,635.00
<input type="checkbox"/> 5 Year/100,000 Miles Extra Care	1,715.00
<input type="checkbox"/> 5 Year/125,000 Miles Power Train Care	1,730.00
<input type="checkbox"/> 6 Year/125,000 Miles Power Train Care	1,800.00

**Exterior Colors**

<input type="checkbox"/> K1-Vapor Blue Metallic	935.00
<input type="checkbox"/> A3-Space Silver Metallic	
<input checked="" type="checkbox"/> M7-Carbonized Gray Metallic	
<input type="checkbox"/> UM-Agate Black Metallic	
<input type="checkbox"/> YZ-Oxford White-Active Model Only	
<input type="checkbox"/> Rapid Red C/C	465.00

**Interior Colors**

- Space Grey-Active Model Only
- Ebony-Active Model Only
- Ebony w/Red Stitching -standard ST



Title Name \_\_\_\_\_

Title Address \_\_\_\_\_

Title City \_\_\_\_\_

Title Zip Code \_\_\_\_\_

Contact Name \_\_\_\_\_

Phone Number \_\_\_\_\_

Purchase Order Number \_\_\_\_\_

Fleet Id Number \_\_\_\_\_

Tax Exempt Number \_\_\_\_\_

Total Dollar Amount \_\_\_\_\_

Total Number of Units \_\_\_\_\_

Delivery Address \_\_\_\_\_

\_\_\_\_\_

**\*Orders Require Signed Original Purchase Order and Tax- Exempt Letter Submitted to:**

*Currie Motors Fleet  
10125W Laraway  
Frankfort, IL 60423  
PHONE: (815)464-9200  
Tom Sullivan  
[tsullivan@curriemotors.com](mailto:tsullivan@curriemotors.com)*

***Production is 90 Days currently***



## Agenda Item Executive Summary

**AGENDA ITEM:** Professional Services Agreement  
for Health Services

**BOARD OR COMMITTEE:** Board

### BUDGET IMPACT

**Amount** \$N/A

**Budgeted** \$16,000

**Fund: General  
Fund**

**Corresponding Activity Measure: Annually renew professional service  
agreements**

### EXECUTIVE SUMMARY

Professional service agreement for fiscal year 2025/26 for Food & Alcohol Service Training, Inc. (FAST) to provide health services for the portion of the Village within Cook County. The rates for inspections and plan reviews increased by \$10/hour while the rates for FOIA responses and special event inspections remain unchanged.

This is the third year the Village will be contracting out health services.

### ATTACHMENTS (PLEASE LIST)

PDS 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 the Professional Services Agreement between the Village of Bartlett and Food & Alcohol Service Training, Inc."

Staff: Kristy Stone, PDS Director

Date: May 23, 2025

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**  
**24-026**

DATE: May 23, 2025

TO: Paula Schumacher, Village Administrator

FROM: Kristy Stone, Planning & Development Services Director

RE: **Contract with Food & Alcohol Service Training, Inc. for Health Services**

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Attached is a contract for the board's review for Food & Alcohol Service Training, Inc. (FAST) to provide health services for the portions of the Village within the Cook County. The health services contract includes food establishment risk-based inspections, special event food vendor inspections and food establishment plan reviews. *The DuPage and Kane County Health Departments inspect all food establishments their respective county boundaries.*

This is the third year the Village will be contracting out health services. The PDS Department has budgeted \$16,000 for inspection services for the 2025/26 budget year.

**RECOMMENDATION**

1. The staff recommends **approval** of the attached contract.
2. A resolution is attached for your review approving of the 1-year contract with Food & Alcohol Service Training, Inc. and the Village of Bartlett.

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

**A RESOLUTION APPROVING OF THE CONTRACT BETWEEN FOOD & ALCOHOL  
SERVICE TRAINING, INC. AND THE VILLAGE OF BARTLETT**

---

**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 Contract dated June 3, 2025 between Food & Alcohol Service Training, Inc. and the Village of Bartlett (the "Contract"), 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 Contract 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:** June 3, 2025

**APPROVED:** June 3, 2025

\_\_\_\_\_  
Daniel H. 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-\_\_ enacted on June 3, 2025, approved on June 3, 2025 as the same appears from the official records of the Village of Bartlett.

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

## PROFESSIONAL SERVICES AGREEMENT

This **AGREEMENT** is dated as of the 3<sup>rd</sup> day of June, 2025 ("**Agreement**"), and is by and between **THE VILLAGE OF BARTLETT** ("**Village**"), an Illinois home rule municipality, and **FOOD & ALCOHOL SERVICE TRAINING, INC.** ("**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 desires to engage the Contractor to perform and provide the services described in the Contractor's Scope of Services, a copy of which is attached as **Exhibit A** to this Agreement ("**Scope**"). 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 Scope ("**Services**") 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**").

**C. Compensation.** The Village will pay the Contractor pursuant to the fee schedule attached to this Agreement as **Exhibit B**. The Contractor must submit monthly invoices in an approved format to the Village for services rendered during that month by the Contractor in performing the Services. The Village agrees to pay the Contractor's invoices no later than the 15<sup>th</sup> day of the following month.

**D. Term.** The term of this Agreement will run from May 1, 2025, to April 30, 2026. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time, with or without cause, upon 7 days prior written notice to the Contractor. In the event this Agreement is terminated, the Contractor will only be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to the termination date.

### **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 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. Workers' Compensation:
  - (a) State: Statutory
  - (b) Employer's Liability
    - \$1,000,000.00 Per Accident
    - \$1,000,000.00 Disease, Policy Limit
    - \$1,000,000.00 Disease, Each Employee
2. Commercial General Liability: \$2,000,000.00 General Aggregate
3. Business Automobile Liability (including owned, non-owned and hired vehicles):
  - i. Bodily Injury:
    - \$1,000,000.00 Per Person
    - \$1,000,000.00 Per Accident
  - ii. Property Damage
    - \$1,000,000.00 Per Occurrence
  - iii. Umbrella Excess Liability: \$2,000,000.00 over Primary Insurance

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.

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.

**F. 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.

**G. Village Obligations.**

1. Notice of Special Event Inspections. The Village will provide Contractor a minimum of two (2) weeks prior notice of any special event inspections, along with the special event vendor's contact information.

2. Inspection Report Forms. The Village agrees to provide Contractor with carbonless paper inspection forms to be used by the Contractor only for services provided under this Agreement.

3. Village Identification. The Village agrees to provide Contractor with documentation identifying the Contractor as an authorized agent of the Village with the authority to conduct the inspections listed in the Scope.

4. Office Support. The Village agrees to provide Contractor with meeting space at the Bartlett Village Hall, and to allow Contractor to use Village copiers for purposes relating to the services provided under this Agreement.

**H. 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.

I. **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:

**Kristy Stone**  
**Planning & Development Services Director**  
**Village of Bartlett**  
**228 S. Main Street**  
**Bartlett, IL 60103**  
[kstone@bartlett.il.gov](mailto:kstone@bartlett.il.gov)

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

**Frank Bertolami**  
**Food & Alcohol Service Training, Inc.**  
**P.O. Box 226**  
**Algonquin, IL 60102**  
[chieftriangle@yahoo.com](mailto:chieftriangle@yahoo.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 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 and Exhibit B are attached to this Agreement, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between the Exhibits and the text of this Agreement, the text of this Agreement shall control.

**THE VILLAGE OF BARTLETT**

By: \_\_\_\_\_  
Village Administrator

**FOOD & ALCOHOL SERVICE TRAINING, INC.**

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

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

## **EXHIBIT A**

### **Scope of Services**

1. Food & Alcohol Service Training, Inc. agrees to provide perform food establishment risk-based inspections within the Cook County boundaries of the Village of Bartlett. Inspections will access the level of compliance with the Illinois Department of Public Health adopted FDA Food Code.
2. Food & Alcohol Service Training, Inc. agrees to inspect high, medium and low risk classified food establishments at the frequency determined by the Illinois Department of Public Health. (Annual inspection requirements are currently as follows: 3 for high; 2 for medium; and 1 for low)
3. Food & Alcohol Service Training, Inc. agrees to perform food establishment follow-up inspections when risk factor violations cannot be corrected immediately and food establishment complaint inspections when necessary.
4. Food & Alcohol Service Training, Inc. agrees to provide an inspection report to the food establishment upon completion of the inspection and a copy of the inspection report to the Village of Bartlett within 24 hours.
5. Food & Alcohol Service Training, Inc. agrees to perform food establishment plan reviews within 5 business days of receiving the plans.

## **EXHIBIT B**

### *Fee Schedule*

- Food Establishment Inspections: \$90 per inspection.
- Food Establishment Plan Reviews: \$60 per hour (1 hour minimum).
- Required Research Work/FOIA Response: \$50 per hour (1 hour minimum).
- Special Event Food Vendor Inspections: \$75 per hour (2 hour minimum).



## Agenda Item Executive Summary

**AGENDA ITEM:** Liquor Commissioner Appointment **BOARD OR COMMITTEE:** Board

### BUDGET IMPACT

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

**Fund:** \_\_\_\_\_ **Corresponding Activity Measure:** \_\_\_\_\_

### EXECUTIVE SUMMARY

Village President Gunsteen has requested a ruling from the Illinois Gaming Board regarding the need for the Village Board to appoint a separate liquor control commissioner. As of today, we have not received an opinion, however we kept the item on the agenda because it was postponed from the last meeting in hopes of getting a response by our June 3 meeting date.

### ATTACHMENTS (PLEASE LIST)

Staff memo dated May 28, 2025

### 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: Paula Schumacher  
Village Administrator

Date: 05/28/2025

# Memorandum

**To:** Bartlett Village Board  
**From:** Paula Schumacher, Village Administrator  
**Date:** 05/28/2025  
**Re:** Liquor Commissioner Appointment

---

Under the Liquor Control Act, where the Village President of a Village with a population of less than 55,000 residents has an interest in the manufacture or sale of alcoholic liquor, the Village Board of Trustees must appoint a different person to serve as the liquor control commissioner. While President Gunsteen does not have any interest in the manufacture or sale of alcoholic liquor, President Gunsteen has requested a decision from the Gaming Commission regarding the need to appoint a local liquor control commissioner. No decision has been made by the gaming commission as of today, however we kept the item on the agenda as it was postponed from the last meeting in hopes of getting a response by our meeting date on June 3.

The appointment of the local liquor control commissioner is made by the Village Board. Staff is seeking input from the Board of Trustees on the appointment, if necessary. Village Attorney Kurt Asprooth and adjudicator Francis Bongiovanni both meet the qualifications to serve as the local liquor control commissioner under State Law. However, anyone meeting the requirements stated above can be appointed by the Board. Village Prosecutor Bob Krupp will continue to handle the prosecution of any liquor license violations.

The Liquor Control Act requires that the person appointed as the local liquor control commissioner must be (1) a licensed Illinois attorney; (2) not represent any liquor license applicants or holders within the Village or any adjacent jurisdiction; (3) not have an interest in the sale or manufacture of alcohol; and (4) not be appointed to a term that exceeds the term of the Village President or members of the Board.



# Agenda Item Executive Summary

**AGENDA ITEM:** A Resolution Approving an Intergovernmental Agreement between the Village of Bartlett and DuPage County for Public Safety Improvements.

**BOARD OR COMMITTEE:** Board

### BUDGET IMPACT

<b>Amount</b>	\$0.00	<b>Budgeted</b>	\$0.00
<b>Fund: Equitable Sharing</b>	<b>Corresponding Activity Measure: Funding Award for 3 LPR Cameras from Flock Group Inc.</b>		

### EXECUTIVE SUMMARY

On April 15, 2025, the Village Board approved the police department's fiscal year 2025-2026 budget, which includes funding for six (6) license plate reader cameras from Flock Group, Inc. at \$21,000 annually. On April 11, 2025, we submitted a funding request in the amount of \$10,500 to the DuPage County Board Member Initiative Program to fund the acquisition and installation of three (3) LPR cameras within DuPage County. We are now seeking approval enter into an intergovernmental agreement between the County of DuPage, Illinois and Village of Bartlett for Public Safety Improvements. Upon approval, the proposed agreement will be presented at the next available DuPage Coun Board meeting for final consideration. Following County Board approval, we anticipate receiving further instruction regarding the reimbursement process under the Member Initiatives Program.

### ATTACHMENTS (PLEASE LIST)

Memorandum 25-70

Resolution

Exhibit A - Intergovernmental Agreement Between the Village of Bartlett and DuPage County for Public Safety Improvements

### 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 an Intergovernmental Agreement between the Village of Bartlett and DuPage County for Public Safety Improvements.

Staff: William Naydenoff, Interim Chief of Police      Date: June 3, 2025

**POLICE DEPARTMENT MEMORANDUM  
25-70**

**DATE:** June 3, 2025  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Will Naydenoff, Interim Chief of Police  
**RE:** Intergovernmental Agreement between the Village of Bartlett and DuPage County for Public Safety Improvements

On April 15, 2025, the Village Board approved the Police Department's FY 2025-2026 budget, which included funding for six (6) license plate reader (LPR) cameras from Flock Group, Inc. at a total annual cost of \$21,000 (\$3,500 per camera).

On April 11, 2025, we submitted a funding request in the amount of \$10,500 to the DuPage County Board Member Initiative Program to fund the acquisition and installation of three (3) LPR cameras within DuPage County. The Member Initiative Program allows each DuPage County Board District to award funds addressing the needs of the community. All awards must be for a specific program, capital project, or service benefiting DuPage residents.

We are now seeking approval to enter into an intergovernmental agreement between the County of DuPage, Illinois and Village of Bartlett for Public Safety Improvements. Upon approval, the proposed agreement will be presented at the next available DuPage County Board meeting for final consideration.

Following County Board approval, we anticipate receiving further instructions regarding the reimbursement process under the Member Initiatives Program.

**MOTION: I Move to Approve Resolution 2025 - \_\_\_\_\_, A Resolution Approving an Intergovernmental Agreement between the Village of Bartlett and DuPage County for Public Safety Improvements.**

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

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF BARTLETT AND DUPAGE COUNTY FOR PUBLIC  
SAFETY IMPROVEMENTS**

---

**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 Intergovernmental Agreement between the Village of Bartlett and DuPage County for Public Safety Improvements (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:** **WAIVER OF BIDS.** To the extent any formal competitive bidding requirements apply to the approval of the Agreement authorized by this Resolution, such competitive bidding requirements are hereby waived.

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

\_\_\_\_\_  
Daniel H. 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 20, 2025, and approved on May 20, 2025, as the same appears from the official records of the Village of Bartlett.

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

**EXHIBIT A**

*Intergovernmental Agreement Between the Village of Bartlett and DuPage County for  
Public Safety Improvements*

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND  
VILLAGE OF BARTLETT FOR PUBLIC SAFETY IMPROVEMENTS

This INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT") is made this      day of June, 2025, by and between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the "COUNTY") and VILLAGE OF BARTLETT, a body politic and corporate, with offices at 228 S. Main Street, Bartlett, IL (hereinafter referred to as the "VILLAGE").

R E C I T A L S

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the VILLAGE authority to operate, maintain and keep in repair automatic license plate readers pursuant to 625 ILCS 5/2-130 (hereinafter "PROJECT"); and

WHEREAS, the COUNTY has created the Member Initiative Program, which sets aside certain County funds for use by members within their districts; and

WHEREAS, the PROJECT will benefit local citizens by improving public safety within the Village of Bartlett and throughout DuPage County, and

WHEREAS, in order to coordinate their respective roles in the PROJECT, the COUNTY and VILLAGE have agreed to the terms and conditions set forth in this AGREEMENT; and

WHEREAS, the VILLAGE shall undertake the PROJECT and the COUNTY shall reimburse the VILLAGE for PROJECT expenses up to ten thousand five hundred dollars (\$10,500) in accordance with the terms and conditions of this AGREEMENT; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

**1.0 INCORPORATION AND CONSTRUCTION.**

- 1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The COUNTY and VILLAGE shall be referred to herein collectively as the "Parties," or individually as a "Party."

## **2.0 PROJECT DESCRIPTION.**

- 2.1 The PROJECT involves the purchase and installation of various automatic license plate readers within the Village of Bartlett. The Project is more fully described in the application attached as **Exhibit A** to this Agreement.

## **3.0 FUNDING.**

- 3.1 The PROJECT'S gross total expenses are estimated to exceed ten thousand five hundred dollars (\$10,500).
- 3.2 It is the intention of the Parties that up to ten thousand five hundred dollars (\$10,500) in Project costs will be reimbursed by the COUNTY. The COUNTY, by this AGREEMENT, does not assume responsibility for directly paying any PROJECT costs and shall only be responsible for reimbursing portions of the VILLAGE'S PROJECT costs.
- 3.3 Allowable PROJECT expenses may include third-party professional services (architect/engineering fees, construction management, etc.), construction (labor and materials), bidding related costs, advertising, permit fees, and other related construction costs. Notwithstanding the foregoing, allowable expenses shall not include administrative costs, overhead, payroll or accounting services.

## **4.0 VILLAGE'S RESPONSIBILITIES.**

- 4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and contract documents for the PROJECT, together with the award of all PROJECT-related contracts. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.

- 4.3 The VILLAGE shall be responsible for submitting copies of all plans, specifications, contract documents, permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of verifying the PROJECT's work components have been completed.
- 4.4 The VILLAGE shall submit one final invoice to the COUNTY upon the completion of the material portion of the project. Repaving, landscaping or other seasonal work shall not be considered a material portion of this PROJECT. The COUNTY shall remit payment to the VILLAGE within 30 days of submission of invoice.
- 4.5 The VILLAGE shall make direct payments to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE.
- 4.6 The VILLAGE'S contractors and consultants shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors and consultants maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and strictly enforce all applicable safety law, rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality or other unit of government in the construction of public improvements.
- 4.7 The VILLAGE shall provide the COUNTY unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for reimbursement.

## **5.0 COUNTY'S RESPONSIBILITIES.**

- 5.1 The COUNTY reserves the right to review the PROJECT'S plans, specifications and contract documents prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto.
- 5.2 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT.

5.3 Upon receipt of the VILLAGE'S invoice, and all necessary supporting documentation, the COUNTY shall promptly reimburse the VILLAGE for approved costs associated with the PROJECT. The total reimbursement amount paid by the COUNTY to the VILLAGE shall not exceed ten thousand five hundred dollars (\$10,500). In the event PROJECT costs total less than ten thousand five hundred dollars (\$10,500), the VILLAGE's total reimbursement amount shall be one hundred percent (100%) of the actual total PROJECT costs.

## **6.0 GOVERNMENT REGULATIONS.**

6.1 The Parties shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT. Nothing in this agreement shall be found to act as an approval of any specific works which require separate county permitting approval, such as stormwater or building permits.

## **7.0 INDEMNIFICATION.**

7.1 To the extent permitted by law, each Party ("First Party") shall indemnify, hold harmless and defend the other Party ("Second Party"), and any of the Second Party's officials, officers, and employees from and against all liability, claims, suits, demands, liens, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the First Party's negligent or willful acts to the fullest extent that each Party is so authorized under the law; provided, however, that the First Party shall not be obligated to indemnify, hold harmless and defend the Second Party for any negligent or intentional wrongful misconduct or omissions by the Second Party's officials, employees, agents, contractors or personnel.

7.2 Nothing contained herein shall be construed as prohibiting the Parties, their officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or Paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the Parties or their

consultants, contractors or agents. The First Party's indemnification of the Second Party shall survive the termination, or expiration, of this AGREEMENT.

## **8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.**

8.1 The Parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both Parties, excluding term extensions as provided for in the following provision.

8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment to this AGREEMENT pursuant to Paragraph 8.1, above.

## **9.0 TERM OF THIS AGREEMENT.**

9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT.

9.2 All funds must be expended prior to November 30, 2025. Failure to submit funding requests before November 30, 2025 shall render payment of the funds under this agreement subject to re-appropriation by the DuPage County Board.

## **10.0 ENTIRE AGREEMENT.**

10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between Parties.

10.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10.4 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

## **11.0 SEVERABILITY.**

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

## **12.0 GOVERNING LAW.**

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

## **13.0 NOTICES.**

13.1 Any required notice shall be sent to the following addresses and parties:

**ON BEHALF OF THE VILLAGE:**

Margret Diaz  
228 S. Main Street  
Bartlett, IL 60103

**ON BEHALF OF THE COUNTY:**

Jeremy Custer  
421 N. County Farm Road  
Wheaton, IL 60187

## **14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.**

14.1 The Parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining Party from enforcing this AGREEMENT with respect to a different breach.

## **15.0 NO THIRD-PARTY BENEFICIARY.**

15.1 This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any

right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

**16.0 NO WAIVER OF TORT IMMUNITY.**

16.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the Parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

VILLAGE OF BARTLETT

\_\_\_\_\_  
Deborah Conroy  
Chairman

\_\_\_\_\_  
Daniel H. Gunsteen  
Village President

ATTEST:

ATTEST:

\_\_\_\_\_  
Jean Kaczmarek,  
County Clerk

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



# Agenda Item Executive Summary

**AGENDA ITEM:** Streamwood IGA -  
North Ave STP Resurfacing Project

**BOARD OR COMMITTEE:** Board

## BUDGET IMPACT

<b>Amount</b>	\$ N/A	<b>Budgeted</b>	\$ N/A
<b>Fund:</b> MFT	<b>Corresponding Activity Measure:</b> 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 75% of the construction and construction engineering costs with the remaining 25% coming from local funds. At the completion of the project, IDOT will invoice the Village of Bartlett for the local match.

A portion of this project (North Ave between Prospect Ave and Lake St) falls within the Village of Streamwood, and they have agreed to reimburse the Village of Bartlett their portion of the 25% local match as well as a portion of our preliminary engineering cost.

Enclosed is an Intergovernmental Agreement between the Villages of Bartlett and Streamwood to be adopted by the Village Board pertaining to this reimbursement.

## ATTACHMENTS (PLEASE LIST)

Memo, Intergovernmental Agreement (IGA), Exhibit A - Funding Table, 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 INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF BARTLETT AND STREAMWOOD FOR THE REIMBURSEMENT OF THE LOCAL MATCH RELATIVE TO THE NORTH AVENUE STP RESURFACING PROJECT.

Staff: Nick Talarico, Village Engineer

Date: May 26, 2025

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Nick Talarico, Village Engineer  
**Subject:** Streamwood IGA – North Ave STP Resurfacing Project  
**Date:** May 26, 2025

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## Background

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 75% of the construction and construction engineering costs with the remaining 25% coming from local funds. Payments to the contractor are handled by IDOT and at the completion of the project, IDOT will invoice the Village of Bartlett for the local match.

A portion of this project (North Ave between Prospect Ave and Lake St) falls within the Village of Streamwood and they have agreed to reimburse the Village of Bartlett their portion of the 25% local match. In addition to contributing to the local match, Streamwood is also willing to pay for a portion of our preliminary engineering costs, which are not eligible for federal funds.

The far-right column of the funding table shown in **Exhibit A** shows the estimated reimbursement amounts for each phase. The dollar amounts are estimates and based on the Engineer's Estimate of Probable Cost. Actual amounts, as stated in the IGA, will be based on final costs calculated at the end of construction.

Enclosed is an Intergovernmental Agreement between the Villages of Bartlett and Streamwood to be adopted by the Village Board pertaining to this reimbursement.

## MOTION

**I MOVE TO APPROVE RESOLUTION 2025-\_\_\_\_\_, APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGES OF BARTLETT AND STREAMWOOD FOR THE REIMBURSEMENT OF THE LOCAL MATCH RELATIVE TO THE NORTH AVENUE STP RESURFACING PROJECT.**

INTERGOVERNMENTAL AGREEMENT  
by and among  
THE VILLAGE OF BARTLETT  
and  
THE VILLAGE OF STREAMWOOD  
relative to  
NORTH AVENUE RESURFACING IMPROVEMENTS

This AGREEMENT, made entered into this \_\_\_ day of \_\_\_\_\_, 2025, by and between the VILLAGE OF BARTLETT, acting by and through its Village Board (hereinafter referred to as the "Village of Bartlett") and the VILLAGE OF STREAMWOOD, Cook County, Illinois, acting by and through its Village Board (hereinafter referred to as "Village of Streamwood").

WITNESSETH:

WHEREAS, the Village of Bartlett and the Village of Streamwood are public agencies as that term is defined in the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*); and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine, or transfer any power or function, in any manner not prohibited by law, and to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the Village of Bartlett, is desirous of improving a portion of North Avenue, from Oak Avenue to Lake Street, which improvements provide for milling and resurfacing the pavement, spot sidewalk, curb ramp and curb and gutter removal and replacement (the "Project"); and

WHEREAS, some adjacent portions of North Avenue lie within the jurisdiction of the Village of Streamwood, and the Village of Streamwood desires to assist the Village of Bartlett with the funding of the Village of Bartlett's improvement of North Avenue; and

WHEREAS, the Village of Bartlett and the Village of Streamwood believe and hereby declare that said Project will be of immediate benefit to the Village of Bartlett and Village of Streamwood residents and is permanent in nature; and

WHEREAS, the Village of Bartlett shall be the lead agency for the Project.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged and pursuant to the powers of intergovernmental

cooperation, it is agreed by and between the Parties hereto as follow:

1. The recitals hereinabove set forth are hereby incorporated in this Paragraph 1 as if said recitals were fully set forth herein.
2. To comply with the Surface Transportation Urban (STU) funding requirements for reimbursement, the State of Illinois, through the Illinois Department of Transportation, will administer the funds. This includes letting of the Project and award of a contract to the contractor with the Village of Bartlett included as a third party.
3. The Village of Bartlett, as lead agency, through the Illinois Department of Transportation, shall improve North Avenue, from Oak Street to Lake Street. These improvements shall be built in accordance with the contract plans and specifications, as approved for letting by the Illinois Department of Transportation, and shall include milling and resurfacing the pavement, spot sidewalk, curb ramp and curb and gutter removal, and replacement. The Village of Bartlett shall be the lead agency in this Project and will designate an engineering firm who will provide engineering services.
4. The Village of Bartlett shall be the lead agency and coordinator for preliminary engineering, construction and construction engineering.

The preliminary engineering includes the preparation of contract plans for a State letting. The Village of Bartlett will enter an agreement with an engineering consultant to prepare the plans. The Village of Bartlett is responsible to pay the Engineering Consultant's invoice in full.

The Village of Bartlett will be a third party in an agreement between the State of Illinois (through the Illinois Department of Transportation) and the contractor. The contractor will be paid in full by the State of Illinois, and then the State of Illinois will send the Village of Bartlett an invoice for 25% of such construction cost.

The construction engineering will include furnishing of a resident engineer and construction engineering manager and provide or cause to be provided the materials inspection of the project which is to be built in accordance with the approved plans and specifications. The Village of Bartlett will enter an agreement with an engineering consultant with the State of Illinois (through the Illinois Department of Transportation) as a third party. The State of Illinois must approve the agreement between the Village of Bartlett and the engineering consultant for the Village of Bartlett to be eligible for reimbursement of 75% of these engineering costs. The Village of Bartlett is responsible to pay the Engineering Consultant's invoice in full and then submit a reimbursement request to the State of Illinois for 75% of these

engineering costs.

**To assist the Village of Bartlett relative to the North Avenue Resurfacing improvements, the Village of Streamwood agrees to submit payment to the Village of Bartlett, when invoiced by the State or engineering consultant, to cover the anticipated local cost of construction at 25%, and construction engineering at 25%, relative to the North Avenue Resurfacing improvements for the Village of Streamwood's proportional share of work constructed within their jurisdictional limits.**

The anticipated cost of preliminary engineering, construction, and construction engineering of the improvements relative to the Project is shown on Exhibit A, which is attached hereto. The Village of Bartlett shall request payment for preliminary engineering, construction and construction engineering, of the improvements as shown on Exhibit A as follows:

- a. The Village of Bartlett's share of the anticipated cost of the preliminary engineering phase, construction phase, and construction engineering phase of the Project relative to the North Avenue Resurfacing improvements is estimated to be \$315,185.04.
- b. The Village of Streamwood's share of the anticipated cost of the preliminary engineering phase, construction phase, and construction engineering phase of the Project relative to the North Avenue Resurfacing improvements is estimated to be \$69,186.96.

However, the parties agree to pay their actual proportional amount of the costs, based on final costs calculated at the end of construction, regardless of such appropriation amount.

7. The Village of Bartlett as lead agency will pay all invoices for preliminary engineering, construction, and construction engineering of this project. Upon completion of the improvement and final inspection by the Illinois Department of Transportation, the Village of Streamwood and the Village of Bartlett will agree on each agency's final share of the costs for the improvement based on the final actual costs.
8. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR VILLAGE OF BARTLETT:  
Dan Gunsteen, Village President  
Village of Bartlett  
228 S. Main St.  
Bartlett, Illinois 60103

FOR VILLAGE OF STREAMWOOD:  
Billie D. Roth, Village President  
Village of Streamwood  
301 East Irving Park Road  
Bartlett, Illinois 60107

10. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.
11. Venue for any cause of action taken related to this Agreement shall be in the Circuit Court, Cook County, Illinois.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth hereinabove.

(SEAL)

ATTEST:

Village of Bartlett

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Lorna Giles  
Village Clerk

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Daniel H. Gunsteen  
Village President

(SEAL)

ATTEST:

Village of Streamwood

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Arias Garcia  
Village Clerk

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Billie D. Roth  
Village President

EXHIBIT A

North Ave. Resurfacing  
Section 16-00089-00-RS  
Funding Table

5/14/2025

Type	STU	Bartlett	Streamwood
Phase 2 Engineering		\$ 53,058.92	\$ 11,647.08
Phase 3	<b>STU(75%)</b>	<b>Bartlett (20.55%)</b>	<b>Streamwood (4.45%)</b>
Phase 3 Engineering	\$ 84,600.00	\$ 30,886.12	\$ 6,779.88
Phase 3 Construction	\$ 846,000.00	\$ 231,240.00	\$ 50,760.00
<b>Totals:</b>	<b>\$ 930,600.00</b>	<b>\$ 315,185.04</b>	<b>\$ 69,186.96</b>

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

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGES OF BARTLETT AND STREAMWOOD FOR THE  
REIMBURSEMENT OF THE LOCAL MATCH RELATIVE TO THE  
NORTH AVENUE STP RESURFACING PROJECT.**

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

**SECTION ONE:** The Agreement 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: June 3, 2025

APPROVED: June 3, 2025

\_\_\_\_\_  
Daniel H. 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 June 3, 2025 and approved on June 3, 2025, as the same appears from the official records of the Village of Bartlett.

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



# Agenda Item Executive Summary

**AGENDA** Professional Services Agreement -  
**ITEM:** 2025 Pavement Condition Assessment

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

## BUDGET IMPACT

<b>Amount</b>	\$ 27,959	<b>Budgeted</b>	\$50,000
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<b>Fund:</b> MFT Fund	<b>Corresponding Activity Measure:</b> N/A
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## EXECUTIVE SUMMARY

Every 3 years, staff solicit proposals for a pavement condition assessment which aims to objectively assign a rating to each Village owned roadway. These ratings allow staff to monitor roadway deterioration and determine the appropriate general maintenance activities. These general maintenance activities range from crack sealing to a full resurface.

## RECOMMENDATION

Staff recommend the approval of the Engineering Services Agreement between the Village of Bartlett and MDS Technologies, Inc. in the not-to-exceed amount of \$27,950. MDS Technologies has successfully completed pavement condition assessments for the Village in the past both on time and within budget.

## ATTACHMENTS (PLEASE LIST)

Memo, Pavement Evaluation Proposal/ 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-\_\_\_\_-R, A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND MDS TECHNOLOGIES, INC FOR THE 2025 PAVEMENT CONDITION ASSEMENT.

Staff: Nicholas Talarico, Village Engineer

Date: May 26, 2025

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Nicholas Talarico, Village Engineer  
**Subject:** **2025 Pavement Condition Assessment**  
**Date:** May 26, 2025

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## **BACKGROUND**

Every 3 years, staff solicit proposals for a pavement condition assessment which aims to objectively assign a rating to each Village owned roadway. This rating, referred to as a Pavement Condition Index (PCI), allows staff to monitor roadway deterioration and determine the appropriate general maintenance activities. In addition to determining maintenance activities, the PCI also plays a large role in determining our resurfacing project areas.

## **DISCUSSION**

After discussions with multiple vendors, staff selected MDS Technologies, Inc. of Park Ridge, IL to provide the condition assessment services for this project. Their proposal, totaling \$27,950, includes both the pavement scan and PCI assignment which will seamlessly integrate into our GIS system. Additionally, we have had success working with MDS in the past and believe this proposal to be the best value.

## **RECOMMENDATION**

Staff recommend the approval of the Engineering Services Agreement between the Village of Bartlett and MDS Technologies, Inc. in the not-to-exceed amount of \$27,950.

## **MOTION**

**I MOVE TO APPROVE RESOLUTION # 2025-\_\_\_\_-R, A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND MDS TECHNOLOGIES, INC FOR THE 2025 PAVEMENT CONDITION ASSEMENT.**



March 28, 2025

Village of Bartlett  
Public Works Department  
1150 Bittersweet Drive  
Bartlett, IL 60103

Attention: Nicholas Talarico, P.E.  
Village Engineer

**Re: 2025 Proposal to Assess Pavement Condition for All Village Roads**

Dear Sir:

MDS Technologies, Inc. (MDST) is pleased to submit this proposal to provide the above referenced services to the Village of Bartlett (Village). The project entails re-evaluating the condition of the Village's road network, including any new roads added since the previous evaluation. According to the data in the GIS pavement centerline file recently provided by the Village, the Village currently maintains approximately 143.9 centerline miles of paved roads.

The Scope of Work is broken down into a series of tasks which are described below. The work is very similar to the work we performed for the Village in 2015, 2019, and 2022.

**Project Initiation Meeting**

MDST's Project Manager will meet with Village staff to review/confirm the scope of work, establish project communication channels, review the project schedule, and discuss technical issues of importance to the project. This includes confirming the details of the linkage to GIS and the details regarding how sidewalks are to be evaluated (if the Village opts to include sidewalk condition evaluation in the project). This meeting can take place within one week of our receipt of authorization to proceed with the project.

**Modify PAVER Database and Link to 2025 GIS Pavement Centerline File**

A comparison of the 2025 GIS pavement centerline file to the 2022 version of this file shows that some new roads have been brought on by the Village. MDST will add new roads to the PAVER database so that it reflects the complete network that is currently maintained by the City. We will also update the linkage between the PAVER database and the City's 2025 GIS pavement centerline file so that the link to the Village's Unique Global ID is maintained.

## **Field Work**

Geo-referenced digital images of Village maintained roads will be captured using MDST's vehicle based technology. A forward looking camera mounted on the roof of the vehicle will capture detailed images of the pavement surface from curblineline to curblineline in a streetscape view. Images 8 MP in size will be captured in JPG format at 0.5 second intervals. Imagery of four-lane roads will be captured in both directions of travel and two lane roads will have imagery captured in one direction. This approach provides full coverage of the surface of each road segment.

If the Village opts to include sidewalk condition evaluation in the project, a second camera will be added to the data collection vehicle. This camera will capture 360 degree images so that a sidewalk area can be viewed from multiple angles. In this case imagery will be collected on all roads with sidewalk in both directions.

## **Pavement Condition Inspection**

The digital imagery will be viewed in an office environment to assess the condition of each road segment. A specially designed software application is used to play back the images and display their location on a map. A trained technician views the images frame by frame and assesses the severity and extent of various distresses that occur on each road segment according to the distress definitions in ASTM D6433 Pavement Condition Index (PCI) method of pavement evaluation.

## **Load Inspection Data and Calculate PCI Scores**

Once acquired, the pavement condition data will be uploaded into the Village's PAVER database and a PCI score will be calculated for each road segment. If desired, MDST will also update the inspection data for the road segments that are already scheduled for rehabilitation this year so that the database reflects the fact that these roads will be free of distress by the end of the 2025 construction season. The PCI score for each road segment will be supplied in Excel and/or GIS format. The updated PAVER database can be provided to the Village.

## **Optional Pavement Condition Report**

If desired by the Village, MDST can write a "State of the Road Network" report that summarizes condition of the road network. The report would include a color coded map showing the condition of each road segment. It would also include a bar chart showing the percentage of the road network that falls into the various PCI categories (i.e., Good, Satisfactory, Fair, Poor, Very Poor, Serious, Failed) along with an example image of a road in each of these categories. Comparisons to the condition of the network from the prior evaluations can also be made to assess the trend in overall pavement condition. The report will be provided in electronic format.

If desired, MDST can provide a sample report that we wrote for another municipal government client to Village staff for review.

### **Optional Sidewalk Mapping**

The Village may opt to include mapping the Village's sidewalk network in GIS in the scope of work. Village staff estimates that it maintains 150 miles of sidewalk. These sidewalks will be mapped using a combination of GIS ortho-imagery (which we assume we can obtain from the Village) and the street level imagery we will capture during the fieldwork. Use of the street level imagery will allow us to determine the existence of sidewalk (or gaps in sidewalk) in areas not visible in the ortho-imagery due to tree canopy, adjacent buildings, etc. It will also allow us to map sidewalks that have been constructed since the ortho-imagery was captured.

The sidewalk line-work will generally be drawn at a scale of 1:300 so that the lines are accurately placed and appear smooth when viewed at this scale or larger. The sidewalk line segments will be associated with the corresponding road segment and the end points of sidewalk segments will correspond to the end points of the corresponding road segment. The data will be provided to the Village in GIS format.

### **Optional Sidewalk Condition Assessment**

MDST can also assess the condition of the Village's sidewalk network. In previous projects for other municipal government clients, this has involved identifying and locating panels that are damaged above a certain threshold. The type of damage evaluated typically includes settlement/heaving, shattered slab, transverse cracking, spalling, scaling, and corner breaking. The types of damage to be evaluated and the threshold for each type of damage will be determined in conjunction with Village staff prior to the condition assessment. As mentioned above, if the Village opts to include this assessment in the project, a second camera will be added to the data collection vehicle. This camera will capture 360 degree images so that a sidewalk area can be viewed from multiple angles. In this case, imagery will be collected on all roads with sidewalk in both directions.

### **Project Schedule**

MDST can initiate the project immediately upon receipt of Notice to Proceed. Fieldwork will be performed in early May and all data can be delivered to the Village by July 15, 2025.

### **Fee Schedule**

MDST's all-inclusive, lump sum fee to provide these services is shown below. MDST will submit an invoice to the Village upon completion of the fieldwork and on a monthly basis thereafter. Invoiced amounts will be pro-rated based on percent complete by Task. Payment terms are Net Thirty (30) days. The figures in the table below are valid for ninety (90) days.

### Project Fee Schedule

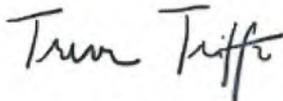
Task Description	Fee
<u>Core Tasks</u>	
Project Initiation	\$500
Add New Roads and Modify GIS Linkage	\$2,050
Field Work	\$7,650
Pavement Condition Evaluation	\$16,250
Upload Inspection Data and Calculate PCI Scores	\$1,500
<b>Total:</b>	<b>\$27,950</b>
<u>Optional Tasks</u>	
Pavement Condition Report	\$2,000
Map Sidewalks in GIS	\$9,950
Sidewalk Condition Assessment <sup>1</sup>	\$9,850

<sup>1</sup> Includes additional fieldwork needed for sidewalk assessment.

### Closing

Thank you for providing us with the opportunity to submit this proposal. If you have any questions, please contact me at your convenience.

Sincerely,  
**MDS Technologies, Inc.**



Trevor T. Triffo  
Principal

### Proposal Accepted By:



**Name:** Nicholas Talarico    **Date:** 5/7/2025  
**Title:** Village Engineer  
**Entity:** Village of Bartlett

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

**A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND MDS TECHNOLOGIES, INC FOR THE 2025 PAVEMENT CONDITION ASSEMENT.**

---

**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 between the Village of Bartlett and MDS Technoligies, Inc. dated June 3, 2025 (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 Amendment to the Agreement on behalf of the Village of Bartlett.

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

**SECTION 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 its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED            JUNE 3, 2025

APPROVED        JUNE 3, 2025

\_\_\_\_\_  
Daniel H. 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 June 3, 2025, and approved on June 3, 2025, as the same appears from the official records of the Village of Bartlett.

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



# Agenda Item Executive Summary

**AGENDA** 2025 Sidewalk Trip Hazard Removal  
**ITEM:** Program

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

## BUDGET IMPACT

<b>Amount</b>	\$90,000 (Not-to-exceed)	<b>Budgeted</b>	\$225,000
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<b>Fund:</b> MFT Fund	<b>Corresponding Activity Measure:</b> N/A
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## EXECUTIVE SUMMARY

In March of 2025, the Village of Lombard along with 7 other governmental agencies went out to bid for a 3-year joint Sidewalk Cutting project aimed at cost-effectively removing trip hazards from the public sidewalk. Sidewalk cutting is a cost-effective way to remove potential trip hazards and proactively maintain village sidewalks that have begun to settle unevenly. For FY25/26, \$225,000 has been budgeted for this and other projects relating to sidewalk improvement.

Two qualified bid proposals were received, and the low bidder was Hard Rock Concrete Cutters, Inc. out of Wheeling, Illinois. Hard Rock has satisfactorily completed sidewalk cutting projects for the Village in each of the last 3 years.

## RECOMMENDATION

Staff recommends awarding the contract to Hard Rock Concrete Cutters, Inc. for the Village of Bartlett's 2025 Sidewalk Cutting Program.

## ATTACHMENTS (PLEASE LIST)

Memo, Bid Tab, Resolution, Contract Documents

## 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 THE 2025 SIDEWALK TRIP HAZARD REMOVAL PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND HARD ROCK CONCRETE CUTTERS, INC.

Staff: Nick Talarico, Village Engineer

Date: May 26, 2025

# Memo

---

**To:** Paula Schumacher, Village Administrator  
**From:** Nick Talarico, Village Engineer  
**Subject:** **2025 Sidewalk Trip Hazard Removal Program**  
**Date:** May 26, 2025

---

In March of 2025, the Village of Lombard along with 7 other governmental agencies went out to bid for a 3-year joint Sidewalk Cutting project aimed at cost-effectively removing trip hazards from the public sidewalk. Sidewalk cutting is a cost-effective way to remove potential trip hazards and proactively maintain village sidewalks that have begun to settle unevenly. Trip hazards between ½" and 2" are removed by cutting down the trip hazard to create a smooth, ADA compliant transition between adjacent sidewalk squares.

For FY25/26, \$225,000 has been budgeted for this and other projects relating to sidewalk improvement.

Two qualified bid proposals were received, and the low bidder was Hard Rock Concrete Cutters, Inc. out of Wheeling, Illinois. Hard Rock has satisfactorily completed sidewalk cutting projects for the Village in each of the last 3 years.

## **RECOMMENDATION**

Staff recommends awarding the contract to Hard Rock Concrete Cutters, Inc. for the Village of Bartlett's 2025 Sidewalk Cutting Program.

## **MOTION**

**I MOVE TO APPROVE RESOLUTION # 2025-\_\_\_\_-R, A RESOLUTION APPROVING THE 2025 SIDEWALK TRIP HAZARD REMOVAL PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND HARD ROCK CONCRETE CUTTERS, INC.**

2025 RM PROG 15 " Sidewalk Slicing (#9541411)

Owner: Lombard IL, Village of

Solicitor: Lombard IL, Village of

03/21/2025 10:00 AM CDT

Section Title	Line Item	Item Code	Item Descri UofM	Engineer Estimate		
				Quantity	Unit Price	Extension
Lombard Sidewalk Slicing						\$0.00
	1	1.1	Sidewalk Tr EA	440		
Itasca Sidewalk Slicing						\$0.00
	2	2.1	Sidewalk Tr EA	800		
Bensenville Sidewalk Slicing						\$0.00
	3	3.1	Sidewalk Tr EA	200		
West Chicago Sidewalk Slicing						\$0.00
	4	4.1	Sidewalk Tr EA	465		
Wheaton Sidewalk Slicing						\$0.00
	5	5.1	Sidewalk Tr EA	450		
Woodridge Sidewalk Slicing						\$0.00
	6	6.1	Sidewalk Tr EA	450		
Roselle Sidewalk Slicing						\$0.00
	7	7.1	Sidewalk Tr EA	1700		
Bartlett Sidewalk Slicing						\$0.00
	8	8.1	Sidewalk Tr EA	1500		
Base Bid Total:						\$0.00

Hard Rock Concrete Cutters

Unit Price	Extension
	\$18,101.60
\$41.14	\$18,101.60
	\$32,912.00
\$41.14	\$32,912.00
	\$8,228.00
\$41.14	\$8,228.00
	\$19,130.10
\$41.14	\$19,130.10
	\$18,513.00
\$41.14	\$18,513.00
	\$18,513.00
\$41.14	\$18,513.00
	\$69,938.00
\$41.14	\$69,938.00
	\$61,710.00
\$41.14	\$61,710.00
	<b>\$247,045.70</b>

Murphy Construction Services, LLC-Burr Ridge

Unit Price	Extension
	\$18,202.80
\$41.37	\$18,202.80
	\$33,096.00
\$41.37	\$33,096.00
	\$8,274.00
\$41.37	\$8,274.00
	\$19,237.05
\$41.37	\$19,237.05
	\$18,616.50
\$41.37	\$18,616.50
	\$18,616.50
\$41.37	\$18,616.50
	\$70,329.00
\$41.37	\$70,329.00
	\$62,055.00
\$41.37	\$62,055.00
	<b>\$248,426.85</b>

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

**A RESOLUTION APPROVING THE  
2025 SIDEWALK TRIP HAZARD REMOVAL PROJECT AGREEMENT BETWEEN  
THE VILLAGE OF BARTLETT AND HARD ROCK CONCRETE CUTTERS, 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 Sidewalk Cutting Project Agreement dated June 3, 2025, between the Village of Bartlett and Hard Rock Concrete Cutters, 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: June 3, 2025

APPROVED: June 3, 2025

\_\_\_\_\_  
Daniel H. 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 June 3, 2025, and approved on June 3, 2025, as the same appears from the official records of the Village of Bartlett.

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



Contractor's Name

Hard Rock Concrete Cutters, Inc.

Contractor's Address

601 Chaddick Drive

City

Wheeling

State

IL

Zip Code

60090

STATE OF ILLINOIS

Local Public Agency

Village of Bartlett

County

Cook

Section Number

25-00000-02-GM

Street Name/Road Name

Various

Type of Funds

MFT

CONTRACT BOND (when required)

**For a County and Road District Project**

Submitted/Approved

Highway Commissioner Signature & Date

[Signature & Date Box]

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

[Signature & Date Box]

**For a Municipal Project**

Submitted/Approved/Passed

Signature & Date

[Signature & Date Box]

Official Title

[Official Title Box]

**Department of Transportation**

Concurrence in approval of award

Regional Engineer Signature & Date

[Signature & Date Box]

On Behalf of IDOT – Pursuant to Agreement  
Of Understanding Dated July 14<sup>th</sup>, 2023.



**VILLAGE OF LOMBARD**  
**CONTRACT DOCUMENT NUMBER 2025 Rm PROG 15**  
**FOR**  
**Sidewalk Slicing**



Bid Opening Date:..... March 21, 2025  
Bid Opening Time:..... 10:00am CT  
Bid Opening Location: 1051 S. Hammerschmidt Avenue  
Bid Opening Room: .....PW Board Room  
Bid Deposit: ..... 5%  
Performance Bond:..... YES

Submit Bids to: [www.questcdn.com](http://www.questcdn.com)  
QuestCDN Project Number 9541411

Contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance regarding free membership registration, downloading, bid submittal, or other software platform-related questions.

Note: Every page of this document is an integral part of the contract documents, and is part of any contract executed between the Village of Lombard and any successful Bidder.

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**VILLAGE OF LOMBARD  
NOTICE TO BIDDERS  
FOR  
2025 RM PROG 15 – Sidewalk Slicing**

**TIME AND PLACE OF OPENING BIDS**

Notice is hereby given that the Village of Lombard, Illinois, acting through the Department of Public Works, will receive bids via online electronic bidding only through Quest Construction Data Network (QuestCDN) until March 21, 2025 at 10:00 AM, local time for the 2025 RM Prog 15 – Sidewalk Slicing. **Paper bids will not be accepted and will be returned to the bidder unopened.** Bids will be publicly read at the Public Works Facility, 1051 S. Hammerschmidt Avenue, Lombard, Illinois immediately after bids are due.

Bid proposals for this Project will be considered to determine the lowest responsible bidder. Judgment on the award of the contract shall be based not only on cost, but also on past performance, experience, and ability to perform the work. The Village of Lombard reserves the right to accept the proposal deemed to be in its own best interest based on all of the above considerations and other considerations the law allows in determining the definition of ‘responsible bidder’. Bids will be acted upon by the President and Board of Trustees.

**DESCRIPTION OF WORK**

The Village of Lombard seeks contractors for removing vertical surface discontinuities in sidewalks between ½" to 2½". All vertical surface discontinuities will be sawcut in complete accordance with the Americans with Disabilities Act. Vertical surface discontinuities ½" or greater will be sawed back at a maximum slope of 1:12 or less. All of the above, as well as other project details, are further described in the contract documents for the said work prepared by the Village of Lombard.

**AVAILABILITY OF CONTRACT DOCUMENTS**

Prospective Bidders **must** purchase contract documents through Quest Construction Data Network (QUESTCDN). This can be done via a link on the Village of Lombard website ([www.VillageofLombard.org](http://www.VillageofLombard.org)) or on the QUESTCDN website ([www.questcdn.com](http://www.questcdn.com)). QUESTCDN is a web-based platform for construction project advertisements, bid documents, and plan holder lists. Prospective bidders will need the seven-digit QUESTCDN project number 9541411 to locate the job on the QUESTCDN website search page.

There is a \$22.00 non-refundable cost for downloading the contract documents in a pdf format. An online bidding cost of \$42.00 will be charged to those contractors who choose to submit an electronic bid through QuestCDN. **Bids will not be accepted from any prospective bidder who has not purchased contract documents through QuestCDN. Only online bids through QuestCDN will be accepted.**

Notwithstanding the foregoing, plans and specifications may be **examined** at the following locations:

VoL 06/24

- 1) **QUESTCDN.** The Village electronically posts Plans, Advertisements, Plan Holders Lists, and Addenda to QUESTCDN. For any additional services or assistance contact QUESTCDN at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com).
- 2) Subscribers to **Dodge Data & Analytics** may view the documents through their service agreement. For any additional services, data subscribers should contact Dodge Data & Analytics, Telephone: 877-784-9556. Web: [www.construction.com](http://www.construction.com)
- 3) Subscribers to **constructconnect** may view the documents through their service agreement. For any additional services, constructconnect data subscribers should contact constructconnect, Telephone: 877-422-6865. Web: [www.constructconnect.com](http://www.constructconnect.com)

**HOWEVER, AN EXAMINATION OF SAID PLANS AND SPECIFICATIONS AT ANY OF THESE LOCATIONS OR ONLINE SHALL NOT RELIEVE THE PROSPECTIVE BIDDERS FROM THE CONTRACT DOCUMENT PURCHASE REQUIREMENT SET FORTH ABOVE.**

#### **BID SECURITY**

All bid proposals must be accompanied by a bid bond payable to the Village of Lombard for five percent (5%) of the amount of the bid as provided in the General Requirements. Bidders will need to upload a copy of their bid bond or elect to use Surety2000. No proposals or bids will be considered unless accompanied by such a bond.

#### **REJECTION OF BIDS**

The Village reserves the right to defer the award of the contract for a period not to exceed sixty (60) calendar days after the date bids are received, and to accept or reject any or all proposals, and to waive technicalities.

A pre-bid meeting will not be held. Any question(s) must be submitted to the Project Manager [huizingab@villageoflombard.org](mailto:huizingab@villageoflombard.org) by no later than March 14, 2025 at 3:30 PM. Questions submitted after the deadline shall not be acknowledged.

Village of Lombard, Illinois

By: \_\_\_\_\_  
Elizabeth Brezinski  
Village Clerk

## GENERAL TERMS AND CONDITIONS

### 1. **INTENT**

It is the intent of the Village of Lombard, the Village of Roselle, the Village of Bensenville, the Village of Itasca, the City of West Chicago, the City of Wheaton, the Village of Bartlett and the Village of Woodridge hereafter referred to as “Government Agencies”, to jointly bid the cutting of sidewalks to address deficiencies and obtain compliance with the Americans with Disabilities Act.

Through this joint bid process, the Government Agencies are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders should in turn extend to the Government Agencies via lower pricing.

The Village of Lombard is the lead agency for the bid process on behalf of the Government Agencies. Each Village/City and their manager or Board of Trustees/Council, as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

**Work performed under this Request for Bids (“RFB”), shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/).**

### 2. **BID PRICE**

The Contractor shall provide pricing on the schedule of prices included in this RFB per the specifications identified herein. The Contractor shall offer pricing for all of the items included on the schedule of prices. The schedule of prices includes base bid items and additional items for which the Government Agencies are requesting supplemental unit prices. The supplemental unit prices will be utilized if a Government Agencies later determines items are needed.

**Bidders shall maintain pricing for a minimum of ninety (90) days from opening date.**

### 3. **AWARD**

**The Contract award will be based on the Base Bid Total Costs amount proposed by the Contractor.** Award shall be made to the lowest responsive and responsible bidder(s) who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

No work shall be awarded to a Bidder that is in arrears or is in default to any of the Government Agencies for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Government Agencies, or that has failed to perform satisfactorily on any previous contract with, or work for, the Government Agencies.

### 4. **TERM**

The term of this Contract shall be one (1) year from the date of award. All participating parties reserves the right to renew this Contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. Unit prices (including supplemental unit prices) shall be held constant for the initial term of this Contract.

For subsequent terms, requests for increases of unit prices shall be limited to two percent (2%) or CPI of the Chicago – Naperville - Elgin Index, whichever is less. Requests for price increases shall be submitted. In the event the annual change in the CPI for the preceding calendar year is negative, no change in unit prices shall occur.

At the end of any contract term, the Village of Lombard reserves the right to extend this Contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by each government Agency; no charges shall be assessed for failure of a Government Agency to appropriate funds in future contract years.

The Village of Lombard reserves the right to reject any request for a subsequent term price increase and terminate the

Contract.

**5. VOLUME/ESTIMATED QUANTITY**

The volumes identified herein are estimated quantities. The Government Agencies do not guarantee any specific amount and shall not be held responsible for any deviation. This Contract shall cover the Government Agencies' requirements whether more or less than the estimated amount.

The Government Agencies reserve the right to increase and/or decrease quantities, add or delete locations during the term of the Contract, whatever is deemed to be in the best interest of the Government Agencies.

In the event that the awarded Contractor(s) is unavailable, the Government Agencies reserve the right to use whatever contractor is available to minimize and/or mitigate damages to the Government Agencies.

**6. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA**

The Bidders must be a qualified contractor(s) and demonstrate the capability to provide services required in accordance with the bid specifications. This would include but is not limited to:

Bids shall be evaluated as follows (not listed in order of priority):

- Bid pricing
- Compliance with specifications
- References (Complete the Reference Sheet included herein.)
- Experience
- Submittal of required documentation
- Demonstration of equipment to perform scope of work identified herein

**7. DOCUMENT OBTAINED FROM OTHER SOURCES**

The Village of Lombard is the only official source for bid packages and supporting materials. Registration with the Village is the only way to ensure bidders receive all Addenda and other Notices concerning this Project. The Village cannot ensure that bidders who obtain bid packages from sources other than the Village will receive Addenda and other Notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all Addenda and other Notices, may, at the Village's discretion, be rejected as non-responsive and/or the bidder disqualified. In such cases, the Village will NOT rebid the Project absent extraordinary circumstances.

**8. SECURITY GUARANTEE**

Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 5% to serve as a guarantee that the bidders shall enter into a contract with the Government Agencies to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Lombard will return the bonds of all except the three lowest responsible and responsive bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

Any bid not complying with the Security requirement will be rejected as non-responsive.

**9. CONTRACT BONDS**

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

9.1 A performance bond satisfactory to each Government Agency, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by each Government Agency as security for the faithful performance of the Government Agency's contract; and

9.2 A payment bond satisfactory to each Government Agency, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor of Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by each Government Agency.

9.3 Documents required by this section must be received and approved by the Owner before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus as determined by A.M. Best Ratings.

**10. ADDITIONAL INFORMATION**

Should the bidder require additional information about this bid, submit questions via email to: Brendan Huizinga, [huijingab@villageoflombard.org](mailto:huijingab@villageoflombard.org). Questions are requested one week prior to the Bid Opening and are required no later than 10:00 A.M. on March 14, 2025.

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village of Lombard to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

The Village of Lombard recognizes that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village of Lombard will be able to answer every request for further information or that the schedule for receipt and evaluation of bids will be modified to accommodate such request.

**11. JOINT PURCHASING/PURCHASING EXTENSION**

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Government Agency, as authorized by the Government Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Government Agency and the successful bidder. The bidder agrees that the Village of Lombard shall not be responsible in any way for purchase orders or payments made by the other Governmental Agency. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Governmental Agencies during the extended term of this Agreement.

Bidder and the other Government Agencies may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Governmental Agency.

The bidder shall provide the other Government Agencies with all documentation as required in the RFB, and as otherwise required by the Village of Lombard, including, but not limited to:

- 100% performance and payment bonds for the Project awarded by other Governmental Agencies
- Certificate of insurance naming each other Government Agency as an additional insured
- Certified payrolls to the other Governmental Agency for work performed

**12. CONTACT WITH GOVERNMENT AGENCY PERSONNEL**

All bidders are prohibited from making any contact with the Government Agencies' Presidents, Trustees, or any other official or employee of the Government Agencies (collectively, "Government Personnel") with regard to the Project, other than in the manner and to the person(s) designated herein. The Lombard Village Manager reserves the right to disqualify any bidder found to have contacted Government Personnel in any manner with regard to the Project. Additionally, if the Lombard Village Manager determines that the contact with Government Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State's Attorney for review and prosecution.

**13. DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)**

Each Government Agency's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the Government Agencies require all Bidders including owners or

employees to investigate whether a potential or actual conflict of interest exists between the Bidder and any Government Agency, their officials, and/or employees. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in its bid, identifying the name of the government official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Bidder from consideration. Information provided by Bidders in this regard will allow the Village of Lombard to take appropriate measures to ensure the fairness of the bidding process.

The Village of Lombard requires all bidders to submit a certification, enclosed with this bid packet, that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all Bidders acknowledge and accept that if and Government Agency discovers an undisclosed potential or actual conflict of interest, that Government Agency may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

#### 14. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

#### 15. PREVAILING WAGE

Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics that perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website <https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html> and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.

Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the Project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the Government Agencies or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.

Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the Contract or work to be performed.

#### 16. CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

*Prevailing Wages.* All wages paid by the Contractor and each subcontractor shall follow The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website. If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible for notifying each subcontractor of the wage rates outlined in this contract and any revisions thereto.

*Payroll Records.* The Contractor and each subcontractor shall make and keep, for not less than five years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the Project; the records shall include information required by 820 ILCS 130/5 for each worker. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to Federal,

State, or local law enforcement agencies and prosecutors.

Submission of Payroll Records. The Contractor and each subcontractor shall, no later than the 15th day of each calendar month, file a certified payroll for the immediately preceding month with the Illinois Department of Labor, except that the full social security number and home address shall not be included on weekly transmittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records, except starting and ending times of work each day may be omitted.

The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the Contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department of Labor.

Increased penalties for Prevailing Wage Violations (Public Act 94-0488) Effective January 1, 2006, penalties for violations of the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers each month the wages remain unpaid (put from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period – during which Contractors are ineligible for public works contracts – increases from 2 years to 4 years if two notices of violation are issued/serious violation occurs within 5 years. Besides, a new monetary penalty of \$5,000 may be assessed against Contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

**17. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/0.01 et.seq.)**

Pursuant to 30 ILCS 570/0.01 et. Seq., any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ only Illinois laborers on this Project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Village of Lombard's Purchasing Manager.

**18. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)**

In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

**19. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORK PROJECT ACT**

Contractor shall comply with the provisions of 820 ILCS 265/1, et seq., which include prior to commencement of work on a municipal project, having in place a written substance abuse program for the prevention of substance abuse among its employees which meets or exceeds the program requirements identified in this Act. The substance abuse policy shall be submitted in writing to the municipality and shall be made available to the general public

**20. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT**

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a) (4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a) (3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

**21. UNBALANCED BIDS**

Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village of Lombard will review all unit prices submitted by the apparent lowest responsible and responsive bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Government Agency.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Government Agencies, the right is reserved to reject such bid at the discretion of the Village of Lombard.

**22. DISCREPANCIES**

In all cases of discrepancies between the drawings and specifications, the Government Agency's Purchasing Manager shall be notified in the manner as identified in the General Terms and Conditions. The specifications shall govern over the drawings. If work proceeds without obtaining proper interpretations of the conflicting drawings and specifications from the owner or their designee, the installed work that is not in accordance with the design and best practices must be replaced at no additional cost.

**23. OMISSIONS/HIDDEN CONDITIONS**

The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the owner, even though not specifically detailed or mentioned.

**24. FIELD MODIFICATIONS**

A field modification is written by the owner or his designee to the contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the Project. Field modifications do not affect either the Project cost or completion date.

Field modifications become part of the Contract Documents and become binding upon the contractor if he fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be complied with, but under protest.

**25. RESERVATION OF RIGHTS**

Each Government Agency reserves the right to accept the Bidder's Proposal that is, in their judgment, the best and most favorable to the interests of the Government Agency and the public; to reject the low Price Proposal; to accept any item to any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Government Agencies opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bidder's Proposals. The enforcement of this Reservation of Rights by one or more of the Government Agencies shall not be considered an alteration of the bids.

**26. TOXIC SUBSTANCES DISCLOSURES**

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

**27. DEFINITIONS**

27.1 **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Base Bids or Unit Prices.

27.2 **Supplemental Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as supplemental items, to which Work may be added or from which Work may be deleted for sums stated in Supplemental Bid or Unit Prices.

27.3 **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents. The Government Agency may reject or negotiate any unit price which is considered excessive or unreasonable.

**In the event of a conflict or calculation error between the total base bid pricing, and/or extension pricing, the Unit Price shall prevail.**

28. **RESPONSIVE BID**

28.1 A “Responsive Bid” is defined as a “bid which conforms in all material respects to the requirements set forth in the invitation for bids.” Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.

28.2 Bidders shall promptly notify the Village of Lombard of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

29. **MODIFICATIONS**

BIDDERS shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened they cannot be changed or withdrawn unless requested in writing and approved by the Village of Lombard.

30. **INSURANCE**

During the term of the contract, the CONTRACTOR shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the State of Illinois such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the CONTRACTOR’S operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

30.1. Comprehensive General Liability - \$1,000,000 per occurrence and shall include coverage for products and completed operations liability, independent CONTRACTOR’S liability, and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage; the general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000, or a project/contract specific aggregate of \$1,000,000.

30.2. Auto Liability – Combined Single Limit Amount of \$1,000,000.00 on any CONTRACTOR owned, and/or hired, and/or non-owned motor equipment engaged in operations within the scope of this Contract.

30.3. Workers Compensation – covering all liability of the Contractor arising under the Worker’s Compensation Act and Workmen’s Occupational Disease Act; Employers Liability \$1,000,000.00 (the policy shall include a ‘waiver of subrogation’).

30.4. Owners and CONTRACTORS Protective Liability \$1,000,000 Combined be no less than \$2,000,000.00 on a project aggregate.

30.5. Umbrella Coverage - \$2,000,000.00.

30.6. Contractor agrees that with respect to the above required insurance:

30.6.1. The CGL policy shall be endorsed for the general aggregate to apply on a “per Project” basis;

30.6.2. To provide separate endorsements: to name each Government Agency as an additional insured as their

interest may appear, and to provide thirty (30) days' notice, in writing, of cancellation or material change.

30.6.3. The Contractor's insurance shall be primary in the event of a claim.

30.6.4. Each Government Agency shall be provided with Certificates of Insurance and endorsements evidencing the above-required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.

30.6.5. A Certificate of Insurance that states that each Government Agency has been endorsed as an "additional insured" by the Contractor's insurance carrier. Specifically, this Certificate must include the following language: "The (Governmental Agencies name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number \_\_\_\_\_ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

30.7 **Umbrella Policy.** The required coverages may be in any combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

30.8 **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, the Government Agencies may purchase such insurance coverages and charge the expense thereof to the Contractor.

### 31. **HOLD HARMLESS**

The Contractor agrees to indemnify, save harmless and defend the Village of Lombard, the Village of Roselle, the Village of Bensenville, the Village of Itasca, the City of West Chicago, the City of Wheaton, the Village of Bartlett and the Village of Woodridge, their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorneys' fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this Project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Village of Lombard, the Village of Bartlett, the Village of Bensenville, the City of Elmhurst, the City of West Chicago, the City of Wheaton, and the Village of Woodridge, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor.

### 32. **CHANGE IN STATUS**

The Contractor shall notify the Village of Lombard and each Government Agency immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Village of Lombard and each Government Agency shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

### 33. **SUBCONTRACTORS**

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the **name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein** (use additional sheets if necessary)

In the event the Contractor requires a change of the subcontractor (s) identified a written request from the Contractor and a written approval from the Village of Lombard is required.

Notwithstanding written consent to subcontract approved by the Village of Lombard, the Contractor shall perform with the Contractor's own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with

materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

**Failure to identify subcontractors could result in disqualification.**

**34. CHANGE ORDERS**

The Owner believes that the Project is fully defined in the Contract Documents and that Change orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications.** All Change Orders and alternative suggestions must be approved by the appropriate Government Agencies prior to execution.

34.1. Change Orders shall comply with 720 ILCS 5/33E-9.

34.2. In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.

34.3. The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to **both extras and credits and for work** performed by the Contractor, a Subcontractor, or Sub-subcontractor.

34.4. Detailed written Requests for Change Orders must be submitted to the Owner's Representative on the form provided by the Owner. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected Government Agencies Purchasing Manager.

34.5. Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.

34.6. A written Change Order must be issued by the affected Governmental Agencies' Purchasing Manager prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

**35. INVOICES AND PAYMENTS**

The Contractor shall provide individual invoices for the services that it and all of its subcontractors undertake for a Government Agency to that Government Agency. The Contractor shall be responsible for paying its subcontractors.

The Contractor's subcontractors shall not invoice a Government Agency, nor shall a Government Agency pay the Contractor's subcontractors directly.

The Contractor shall submit invoices to each Government Agency detailing the services the Contractor provided directly to the respective Government Agency. All services shall be invoiced based on unit pricing and quantities used. Each Government Agency shall only pay for quantities it used or ordered. Quantities may be adjusted up or down based on the needs of each Government Agency. Each Government Agency shall make payments in accordance with the Local Government Prompt Payment Act.

No payment, final or otherwise, shall release the Contractor or its subcontractors from any of the requirements or obligations set forth in this Agreement.

Invoices shall be delivered to:

<b>Village of Lombard</b>	<b>Village of Itasca</b>	<b>Village of Bensenville</b>	<b>Village of Roselle</b>
ATTN: Brendan Huizinga	ATTN: Michael Subers	ATTN: Brad Hargett	ATTN: Alvin Jorda
255 E. Wilson Avenue	411 N Prospect Ave	717 E. Jefferson Street	474 Congress Cir N.
Lombard, IL 60148	Itasca, IL 60143	Bensenville, IL 60106	Roselle IL, 60172

<b>City of West Chicago</b>	<b>City of Wheaton</b>	<b>Village of Woodridge</b>	<b>Village of Bartlett</b>
ATTN: Dave Shah	ATTN: Nathan Plunkett	ATTN: Scott Sramek	ATTN: Nick Talarico
475 Main Street	821 W. Liberty Drive	1 Plaza Drive	228 S Main Street
West Chicago, IL 60185	Wheaton, IL 60187	Woodridge, IL 60517	Bartlett, IL 60103

**36. PRECEDENCE**

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Project Specifications, the General Terms & Conditions, the Invitation for Bids, the General Terms & Specifications and the Contractor’s Bid Response.

**37. JURISDICTION, VENUE, CHOICE OF LAW**

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of DuPage County, State of Illinois for the Government Agencies whose office is in DuPage County, and in the Circuit Court of Cook County, Illinois for Government Agencies whose office is in Cook County.

**38. NON-ENFORCEMENT BY THE GOVERNMENT AGENCY**

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Governmental Agencies, on any one or more occasions, to insist on the Contractor’s performance or to seek the Contractor’s compliance with any one or more of said terms or conditions.

**39. INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Government Agencies.

**40. TERMINATION**

The Government Agencies reserve the right to terminate their respective portion of this contract, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the terminating Government Agencies for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor’s default, the Government Agencies shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney’s fees and expenses.

**41. NON-APPROPRIATIONS**

The Government Agencies reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the either Village Board of Trustees or Village Council or County Board or Sanitary District Board of the affected Government Agency.

**42. AFFIDAVITS**

The following affidavits included in these contract documents must be executed and submitted with the bid:

- A) References
- B) Disqualification of Certain Bidders (Affirmation by signing Bid Form)
- C) Affidavit/Anti-collusion

- D) Conflict of Interest Form
- E) Tax Compliance
- F) Identification of Subcontractors

**43. CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) AND UNCONTAMINATED SOIL**

The Contractor must comply with the requirements of Section 22.51(f)(2)(B) and 22.51a(d)(2)(B) of the Illinois Environmental Protection Act ([415 ILCS5/22.51(f)26(B)] and [415 ILCS5/22.51a(d)(2)(B)]) for the disposal of uncontaminated soils including uncontaminated soil mixed with other clean construction or demolition debris (CCDD) materials.

**44. ALTERNATE AND MULTIPLE BIDS**

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

- 45. CONTRACTOR'S LICENSES:** The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the Governmental Agency in which the work is performed.

**46. AUDIT/ACCESS TO RECORDS**

- A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.
- B) If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$10,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$10,000.
- C) Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- E) Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the Project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
- F) The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
  - i. negotiated prime contractors;
  - ii. negotiated change orders or contract amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
  - iii. sub-contracts or purchase orders under any contract other than a formally advertised, competitively awarded,

fixed price contract.

- G) This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
- i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
  - ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

**47. WITHDRAWAL OF BID**

Upon written request, bids may be withdrawn at any time prior to the advertised bid opening. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of 90 calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that the respective Governing Board have accepted said bid.

**48. COMPETENCY OF BIDDER**

If requested in writing by a Government Agencies, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

Additionally, bidders shall provide, at a minimum, five (5) Municipal references that indicate the bidder's ability to successfully perform similar work on the form identified herein.

**49. NOTICE TO PROCEED**

No work shall be undertaken prior to contract approval by the Contractor and the Government Agencies and the issuance of Government Agencies purchase order.

**50. PERMITS AND LICENSES**

A. Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Work, and/or required by municipal, state, and federal regulations and laws. **Prior to performing any Work**, Contractor and all subcontractors must obtain a business license in each Government Agency they will work in. Contractor is directed to the permitting requirements (including but not limited fence, construction, demolition, dumpster, electrical, grading, plumbing, right-of-way and roofing permits) contained in each Government Agencies applicable code.

B. Contractor represents that it, its employees, agents and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state and local laws, regulations and ordinances applicable to the performance of this contract.

**51. SAFETY OF PERSONS**

Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. Contractor shall be in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent accidents or injury to persons on, about, or adjacent to the site where the Work is being performed. Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of the life and health of employees and persons nearby. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

**52. ADDITIONAL SAFETY STANDARDS**

CONTRACTOR shall perform all Work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

All equipment used under this contract shall be maintained in good operating condition and be appropriately licensed and inspected by the State of Illinois.

Any hazardous work practice(s) being conducted as determined by the MANAGER shall be immediately discontinued by the CONTRACTOR upon receipt of either written or verbal notice by the MANAGER to discontinue such practice(s).

The CONTRACTOR shall not continue any work which it considers dangerous and shall immediately notify the MANAGER if such is the case.

**53. OSHA STANDARDS**

Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the Government Agencies must comply with all requirements and standards as specified by the OSHA. Items not meeting any OSHA specifications will be refused.

**54. COMPLIANCE WITH FREEDOM OF INFORMATION ACT**

The Government Agencies are required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the Government Agencies to provide, if requested to do so by any person, copies of documents that may be in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the Government Agencies, copies of any and all such documents when directed to do so by the Government Agencies. All such documents shall be delivered to the Government Agencies Clerk's Office no later than five (5) working days after the date of the Government Agencies direction to provide such documents. Failure of the Contractor to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the Government Agencies to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the Government Agencies.

**LABOR STATUTES, RECORDS AND RATES**  
**CONSTRUCTION CONTRACTS**  
**for**  
**MUNICIPALITIES - STATE OF ILLINOIS**

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

1.0 Equal Employment Opportunity:

1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."

1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."

1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."

1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."

3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."

4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for DuPage County must be prominently posted at the Project site by the Contractor.

4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."

4.1 The Municipality shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Municipality. It shall be the responsibility and liability of the Contractor to promptly notify

each and every subcontractor of said revised rates.

- 4.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each subcontractor shall, “submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project.”

4.2.1 The Contractor shall submit to the Municipality by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the subcontractors.

4.2.2 The certified payroll records shall include each worker’s name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.

4.2.3 Included with the payroll records, the Contractor and each subcontractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.

5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

#### 6.0. DRUG FREE WORK PLACE

6.1 Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

6.1.1 Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village’s or Contractor’s workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract 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 five (5) days after such conviction.

6.1.2 Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the Village’s or Contractor’s policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation and employee assistance programs;
- (4) the penalties that may be imposed upon employees for drug violations.

6.1.3 Providing a copy of the statement required by subparagraph 1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

6.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph 1.1 above from an employee or otherwise receiving actual notice of such conviction.

6.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

6.1.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

6.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

#### 7.0 SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

7.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor

agrees to comply with the Substance Abuse Prevention on Public Works Projects Act , 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act.

As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

#### **8.0 PATRIOT ACT COMPLIANCE**

The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney’s fees and costs) arising from or related to any breach of the foregoing representations and warranties.

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the municipality or the Illinois Department of Labor and must be preserved for five (5) years following completion of the contract.

The current Prevailing Wages Rates for DuPage County can be found at:  
<https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html>

**SCHEDULE OF QUANTITIES**

Item No.	Community	EACH	Estimated Quantity
1	<b>Lombard (Zones 7, 8 &amp; 9)</b>	Square	<b>440</b>
2	<b>Bensenville</b>	Square	<b>200</b>
3	<b>West Chicago</b>	Square	<b>465</b>
4	<b>Wheaton</b>	Square	<b>450</b>
5	<b>Woodridge</b>	Square	<b>450</b>
6	<b>Roselle</b>	Square	<b>1700</b>
7	<b>Itasca</b>	Square	<b>800</b>
8	<b>Bartlett</b>	Square	<b>1500</b>
	<b>TOTAL</b>		<b>6005</b>

## **SIDEWALK SAW CUTTING**

### **BID SPECIFICATION**

#### **1.0 General**

Wherever the word “Owner” or “Engineer” appears in this document, it shall be interpreted to mean each Government Agencies representative.

Wherever the word “Contractor” appears in this document, it shall be interpreted to mean the firm, partnership, joint venture, or corporation contracting with each Government Agencies for performance of prescribed work.

#### **2.0 Scope of Project**

This work shall consist of removing vertical surface discontinuities between ½” to 2½”. All vertical surface discontinuities will be sawcut in complete accordance with the American with Disabilities Act. Vertical surface discontinuities ½” or greater will be sawed back at a maximum slope of 1:12 or less. All cuts shall have a smooth, uniform appearance and texture. Grinding or pulverization of the concrete will NOT be allowed.

Contractor must track and document all sidewalk sawing cuts on a daily basis listing the location (as best possible), the measurements of both vertical surface discontinuities, width of cut and show quantity calculations. Contractor will also be responsible for continually monitoring the total costs of work as project progresses so that it will not exceed the awarded contract amount unless specifically directed by local agency’s Project Manager.

Work Orders will be issued to the Contractor by each Government Agency. The Work Orders will be submitted to the Contractor by each Government Agency on a monthly basis. The Work Orders must be completed by the Contractor within 30 days of issuance of each Work Order. Each Government Agency has the right to delete from or add to the contract quantities without placing penalty to the contract unit costs for construction.

The Village of Lombard further reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bidding procedures and to award the contract in a manner best serving the interest of the municipality. Anticipated locations of the work for each municipality is shown on Appendix B.

#### **3.0 Maintenance Bond**

The Contractor is required to furnish a maintenance bond approved by the Government Agency in the amount equal to ten percent (10%) of the contract price. This bond shall provide a guarantee against defective materials and workmanship on all materials, items and work furnished under this contract, including contract changes and additions **for a period of one year** from date of written final acceptance and final payment. If within the one (1) year guarantee period, any defects or signs of deterioration are noted which, in the opinion of the Government Agencies, are due to the faulty installation, workmanship, or materials, the municipality shall notify the Contractor. At the Contractor’s expense, the Contractor agrees to make any and all repairs, adjustments or replacements to correct the condition/s to the complete satisfaction of the municipality work has been completed in.

#### **4.0 Contract Completion Date and Interim Completion Dates**

The Contractor shall execute the contract within ten working days after contract award by each individual Governmental Agency. The Contractor shall start the work to be performed under the contract not later than ten calendar days after the execution of the contract by the municipality.

The Contractor shall coordinate directly with the Public Works Director (or his/her designee) for each Governmental Agency to Schedule the work. Interim dates stated below unless agreed to by Governmental Agency in writing.

Deliverables – All deliverables shall be submitted within two (2) calendar weeks of completion.

#### 5.0 **Work Quality Inspection**

The contractor shall provide and maintain all traffic control and protection including but not limited to: arrow boards, signs, barricades, and lights as necessary to provide for the public's safety, and to comply with the requirements meeting IDOT requirements, or of the agency having jurisdiction over the right-of-way.

#### 6.0 **Prosecution and Progress**

The Contractor shall complete all work under this Contract no later than October 31, 2025. Failure to complete the work will result in liquidated damages as specified in Section 108 of the Standard Specifications (IDOTSPECS).

#### 7.0 **Contractor's Use of Premises**

1. Coordinate use of premises under direction of Engineer.
2. Assume full responsibility for protection and safekeeping of products under this Contract.
3. Obtain and pay for use of additional storage or work areas needed for operations at no additional cost to Owner.
4. Conduct operations to ensure least inconvenience to general public.
5. See Appendix A for each municipality's additional input on local parking plan.

#### 8.0 **Pre-Construction Meeting**

A pre-construction meeting with the Contractor will be held with each Government Agency to discuss all issues pertaining to this Project. The contractor is requested to bring the following information to this meeting:

1. The Contractor's proposed construction schedule.
2. Name of subcontractors (if applicable) involved in this Project.
3. Name of Project Manager.
4. Name of individual responsible for traffic control and maintenance
5. Emergency and Non-emergency Contact info including emails and phone numbers.

#### 9.0 **Weekly Meetings**

Regular weekly meetings between the Contractor Project Manager and the Engineer are required. The proposed Contractor's working schedule for the next two (2) weeks shall be submitted to the Engineer during each meeting. If any modifications to the proposed schedule are requested by the Engineer, the Contractor shall adjust his proposed schedule accordingly.

#### 10.0 **Protection of Trees**

Every effort shall be made by the Contractor when working near trees and shrubs to preserve them from harm. No trees or shrubs shall be removed unless authorized by the Village Representative or Village Forester. The Contractor shall be responsible for damage to or loss of any tree or shrub. Damage to tree limbs shall be held to a minimum. Shrubs and tree limbs shall be tied back wherever necessary to prevent their loss or damage. Wherever damage by construction equipment to limbs and branches is unavoidable, they shall be pruned before starting work and sealed following best forestry practices. No pruning of tree limbs or branches will be allowed without permission from the Village Forester or Village Representative. If the Village Representative or Village Forester determines that pruning is necessary, it will be done by an approved licensed landscaping Contractor. The Contractor shall contact the Village Representative at least 24 hours before his need to prune.

The Contractor shall protect parkway trees from damage by their operations. Failure to do so will result in the following deductions from monies owed to the Contractor:

**Damage To Parkway Trees Causing Removal (Payment):** Any person who damages a parkway tree so severely that the tree dies or requires removal shall compensate the VILLAGE for the loss of the parkway tree. The amount

paid shall be based on the following schedule:

1. If the damaged parkway tree is up to 6 in. in diameter (measured at 6 in. above ground level), the amount paid shall be determined by using the “Replacement Cost Method” of evaluating trees found in the most current edition of the Council of Tree and Landscape Appraisers Guide (CTLA) for Plant Appraisal.
2. For parkway trees larger than a 6 in. trunk diameter, (measured at 54 in. above grade) the amount paid shall be determined by using the “Trunk Formula Method” of evaluating trees found in the most current edition of the above-referenced CTLA’s Guide.
3. Added to the costs established under the above provisions shall be the cost of the removal of the parkway tree.

Damage To Parkway Trees Not Causing Removal (Payment): Any person who causes injury to a parkway tree shall compensate the VILLAGE for the injury to the parkway tree. Such injuries include but are not limited to the following: damage to the tree trunk, broken branches, and the storing of construction materials within the drip-line of the tree. The amount paid shall be the actual cost to repair the damage. The Forestry Division (using the most current edition of the above-referenced CTLA’s Guide) shall determine the appraised value or the partial loss in the tree value.

The following is a SAMPLE of both methods of evaluating parkway trees:

**REPLACEMENT COST METHOD (TREES UP TO 6” DIAMETER):**

2” AUTUMN BLAZE FREEMAN MAPLE	\$ 445.00
2” RED OAK	\$ 485.00
2” HEDGE MAPLE	\$ 390.00
2” IVORY SILK JAPANESE TREE-LILAC	\$ 395.00

**TRUNK FORMULA METHOD (TREES OVER 6” DIAMETER):**

10” HONEY LOCUST	\$ 1,725.00
15” LITTLE-LEAF LINDEN	\$ 3,550.00
18” SUGAR MAPLE	\$ 5,460.00
30” SILVER MAPLE	\$ 9,200.00

**11.0 Safety**

The Contractor shall comply with State, Local, and Federal Safety and Health regulations applicable to the work being performed including OSHA.

The cost associated with the above referenced safety precautions shall be considered incidental to the cost of the contract.

**12.0 Water Usage**

See Appendix A for each municipality’s additional input on local water usage plan.

**13.0 Pay Estimates**

The Contractor shall provide individual invoices for the services that it and all of its subcontractors undertake for a Municipality to that Municipality. The Contractor shall be responsible for paying its subcontractors. The Contractor's subcontractors shall not invoice a Municipality, nor shall a Municipality pay the Contractor's subcontractors directly.

The Contractor shall submit invoices to each Municipality detailing the services the Contractor provided directly to the respective Municipality. All services shall be invoiced-based on unit pricing and quantities used. Each Municipality shall only pay for quantities it used or ordered. Quantities may be adjusted up or down based on the needs of each Municipality. Each Municipality shall make payments in accordance with the Local Government Prompt Payment Act.

No payment, final or otherwise, shall release the Contractor or its subcontractors from any of the requirements or obligations set forth in this Agreement.

Invoices shall be delivered to the local agency’s Project Manager.

#### 14.0 **Payout Procedures**

Each Government Agency payout procedure schedule will be submitted to the contractor at the pre-construction meeting. A monthly pencil draw meeting must be held between the contractor's representative and each Government Agencies' Project Manager to agree on the quantities to be submitted for payment. If a pencil draw meeting is not held, the Project Manager will submit to the contractor the latest quantities measured by Government Agency staff and those numbers must be used for the current billing period. If the contractors submitted quantities are different than those agreed to or submitted to each Government Agency, the Government Agency will proceed with the invoice approval of the lesser amount per line item (either the contractor's itemized invoice or the inspected and approved item quantity by the Government Agency inspectors) for payment. In no case, will the line item invoice payment exceed the inspected and approved quantity per Government Agency inspection requirements.

Applications for payment must be submitted on a Government Agencies approved itemized invoicing form that includes pay item descriptions, original contract quantities and unit prices, previous, current and total quantity summaries, and approved change orders. Other required submissions include the current waivers of lien, contractor's affidavits, contractor's sworn statement, certified payroll report, and any other documents or invoice paperwork as requested by each municipality.

Any questions pertaining to payments are to be forwarded to the municipal Project Manager or the Engineer. Contractors shall not call each Government Agencies' Finance Department with questions regarding pay applications. The pay application process is approximately six weeks from the pencil draw meeting to the issuance of payment.

#### 15.0 **Payment for Extra Work**

The methods for measurements and payments for Extra work shall be in accordance with the applicable articles of Section 109 of the Standard Specifications.

Extra work shall not be started until authorization from the Engineer is received. Extra work will be paid for at either the contract price, a lump sum price or agreed unit prices, or on a force account basis.

If a force account basis method for payment is used, then the procedures outlined in the Illinois Department of Transportation Construction Memorandum 08-09: Force Account Billing, dated January 1, 2008 shall be followed by the Contractor.

As indicated in the above referenced Memorandum particular attention should be paid to the following:

1. Each day the force account is being performed Form BC 635; Extra Work shall be completed and submitted to the Engineer.
2. The most recent edition of Equipment Watch's Rental Rate Blue Book will be used as the source of equipment rates for force account billing.

#### 16.0 **Public Advisory**

A minimum of two weeks prior to commencing with sidewalk repair and maintenance work the Contractor shall coordinate with each Government Agency to provide general public notice of the work to be done.

"No Parking – Police Order" signs are available upon request at the office of the Engineer. All such notices shall be removed by the Contractor immediately upon the completion of work in each block. The cost associated with public advisory shall be considered incidental to the cost of the contract.

#### 17.0 **Hours of Construction**

No work shall be done Monday thru Friday between 7:00 P.M. and 7:00 A.M., nor on Saturdays, Sundays, or legal holidays without written permission of Owner. However, emergency work may be done with permission from Engineer. Work activity, as intended herein, includes warming or starting up of any machinery or engines.

#### 18.0 Protection of Environment

The protection of environment shall include:

1. Contractor, in executing work, shall maintain work areas on- and off-site free from environmental pollution that would be in violation of any federal, state or local regulations.
2. Take adequate measures to prevent impairment of operation of existing sewer systems. Prevent construction material, earth, or other debris from entering sewers or sewer structures.
3. Observe rules and regulations of State of Illinois and agencies of U.S. government prohibiting pollution of any lake, stream, river or wetland by dumping of refuse, rubbish, dredge material or debris therein.
4. Comply with procedures outlined in U.S. EPA manuals entitled, "Guidelines for Erosion and Sedimentation Control Planning and Implementation," Manual EPA-R2-72-015 and "Processes, Procedures, and Methods to Control Pollution Resulting from All Construction Activity," Manual EPA 430/9-73-007.
5. Dispose of excess excavated material and other waste material in a lawful manner.
6. Minimize air pollution by wetting down bare soils during windy periods, requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by Contractors, and encouraging shutdown of motorized equipment not actually in use.
7. Trash burning will not be permitted on construction site.
8. Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either U.S. EPA or U.S. Department of Agriculture or any other applicable regulatory agency.
9. Use of such chemicals and disposal of residues shall be in conformance with manufacturer's instructions.
10. Conduct operations to cause least annoyance to residents in vicinity of work, and comply with applicable local ordinances.
11. Equip compressors, hoists, and other apparatus with such mechanical devices as may be necessary to minimize noise and dust.
12. Equip gasoline or oil operated equipment with silencers or mufflers on intake and exhaust lines
13. Line storage bins and hoppers with material that will deaden sounds.
14. Conduct operation of dumping rock and of carrying rock away in trucks so as to cause minimum of noise and dust.

## PROJECT SPECIAL PROVISIONS

### **1.0 SCOPE OF WORK**

This work shall consist of removing vertical surface discontinuities between ½” to 2½”. All vertical surface discontinuities will be sawcut in complete accordance with the American with Disabilities Act. Vertical surface discontinuities ½” or greater will be sawed back at a maximum slope of 1:12 or less. All cuts shall have a smooth, uniform appearance and texture. Grinding or pulverization of the concrete will NOT be allowed.

All saw cutting work shall be completed with equipment capable of cutting at any angle and able to remove the concrete completely to all of the edges of the vertical surface discontinuity. No scarifications or similar large grinding machines are acceptable and will NOT be allowed.

All saw cutting shall be taken to the zero point of the vertical surface discontinuity to the adjacent opposite side and to both edges of the sidewalk to eliminate the trip hazard over the full width of the sidewalk.

Debris and concrete dust shall be cleaned from the sidewalk surface as well as the surrounding area of work. At no time shall concrete dust, slurry or debris be allowed to enter the village storm system.

The contractor shall submit a list of all vertical surface discontinuities that were removed, including measurements of height at each end and width, address location and notes associated with work.

Any vertical surface discontinuities greater than 2½” will be reported to the village engineer at the end of each work day. Spalled surfaces, sidewalk squares broken into 3 or more pieces and other sidewalk irregularities requiring removal and replacement will also be reported to the village engineer at the end of each day. All reported sidewalk deficiencies will have a corresponding street address or detailed description of location if an address is not available.

Contractor must track and document sidewalk sawing cuts on a daily basis listing the measurements of both vertical surface discontinuities and show in-foot calculations. Contractor will also be responsible continually monitoring the total costs of work as the Project progresses so that it will not exceed awarded contract amount unless specifically directed by Village Engineer.

The work under this item shall be paid for at the contract unit price per cut square for “SIDEWALK TRIP HAZARD REMOVAL”. Said price shall include all labor, materials, and equipment necessary to complete the work in place.

### FUNDING LIMITS

The Village of Lombard has budgeted a specific amount of funds for the construction of this Project. It is recognized that the cost to complete the work listed within these special provisions and the contract documents may vary from the budgeted amount. The quantities called for in this contract indicate the estimated amount of work to be expected. The actual amounts may vary depending upon actual field conditions. Bidders are hereby notified that the Village of Lombard reserves the right to adjust the quantities contained in this contract at its sole discretion to keep the construction cost near the estimated budget. It shall be understood and agreed that the contract unit prices shall prevail regardless of changes to the contract quantities which may be made subsequent to the contract award and that no additional compensation per unit price or otherwise will be allowed for any increase or decrease in the quantities. No increase in unit price will be allowed if the method of construction changes due to increased or decreased quantity. By submitting a bid, the successful bidder agrees to be bound by said unit prices, and will not make claims for adjustments due to work which may be added or deleted from the Project.

### **2.0 MEASUREMENT AND PAYMENT**

Saw cutting of sidewalk will be measured for payment by unit of sidewalks cut. The cost of cleaning sidewalk shall be included in the price bid for saw cutting. The Contractor is required to record and submit, with each invoice, the location of each trip hazard removed. The work shall be paid for at the contract unit price per **SQUARE** for **SAW CUTTING SIDEWALK, SPECIAL**, which price shall include all labor, equipment, tools, materials, and all other costs associated with such work as specified herein. Included in the unit price bid shall be all labor, equipment and materials for the cutting of the concrete, cleaning up, and disposal of all debris to the Contractor’s site. It shall also include the cost of transporting,

setup and removal of all equipment to each site.

**3.0 PROJECT SUBMITTALS**

The Contractor is required to submit a list of sidewalk(s) cut through the contract, which shall provide the date of the work, the address of the adjacent property at which the cut was made to each Government Agencies’ Director of Public Works or his/her designee prior to initiation of the work. The contractor shall provide each agency with certification of the work completed within the defined area that states that they have cut all sidewalk deficiencies that met the specifications of the contract.

**4.0 MATERIALS & SERVICES TO BE PROVIDED BY GOVERNMENT AGENCIES**

**4.1 Water and Water Meter** – Each Government Agency shall furnish water for sidewalk saw cutting at no cost to the contractor. Water shall be obtained from hydrants designated by each Government Agencies’ Director of Public Works or his/her designee and only through a meter/backflow device obtained from the Government Agency. There is a refundable deposit (up to \$2,000 as determined by each Government Agency) required for each meter/ backflow device. The meter deposit costs are subject to change. Meters shall only be used within the Government Agency from which they are obtained. The Contractor shall not use an Agency’s meter to meter water in any other Agency.

The contractor shall keep track of water usage on a daily basis and shall provide water use records to the Government Agencies’ Public Works Director or his/her designee at the end of each week in which work occurs. The water meter shall only be used for Owner’s projects and shall not be used by the contractor for outside work.

Village of Lombard requires contractors to use Village provided hose lead from hydrant port to hydrant meter and meter shall be placed on ground. Hose from meter is not permitted across roadways. Vehicular traffic going over hoses on roadway may cause a hammering effect on water system, which in turn can cause a water main break.

All fire hydrants shall remain available for use by emergency services in the event of a fire, and shall not be obstructed by contractor vehicles or equipment. The contractor shall ensure that a vacuum break is provided when obtaining water from Government Agency hydrants.

See Appendix A for Additional Government Agencies – Water, Meter Rates, Overnight Parking and Disposal Information.

4.2 Village of Lombard – Billing rates and fees are listed below.

**Water Meter Rental Charges**

**5/8” or 3/4” Meter**

Initial Administration Fee	\$40.00
Deposit	\$500.00
Meter Rental Fee (per day)	\$3.00
Maximum Rental Time	90 days
Renewal Fee	\$10.00

**2” Meter**

Initial Administration Fee	\$40.00
Deposit	\$2,000.00
Meter Rental Fee (per day)	\$5.00
Maximum Rental Time	90 days
Renewal Fee	\$10.00

Contractors wishing to rent a water meter should contact the Village Department of Public Works at (630) 620-5740. The Finance Department will deduct the water meter rental fee from the deposit.

**5.0 SCHEDULING OF WORK**

- 5.1 Coordinate with Government Agencies pertaining to road work or other projects;
- 5.2 Coordinate with Government Agencies pertaining to lane closures or road closures;

- 5.3 Government Agencies will notify contractor of planned local events at pre-construction meeting;
- 5.4 Contractor to coordinate work with other utility companies.

**6.0 PERMITS**

The contractor is responsible for obtaining all permits needed for work within Municipality, County, State or Railroad rights-of-way. The cost for obtaining permits is incidental to the contract.

Village of Lombard information is listed: Contractor must comply with other Government Agencies' respective permit requirements related to oversize/ overweight vehicles.

**Equipment on Pavement and Structures.** In accordance with Village Code (Title 9, Chapter 97, Section 97.200) the Contractor must obtain a permit for the movement of any overweight or oversize vehicle within the jurisdiction of the Village. If any of the following limits are exceeded, a permit is required.

<i>Maximum Gross Weight:</i>	<i>80,000 pounds</i>
<i>Maximum Gross Length:</i>	
<i>Tractor Trailer</i>	<i>55 feet</i>
<i>Truck Trailer</i>	<i>60 feet</i>
<i>Maximum Gross Width:</i>	<i>8 feet 6 inches</i>
<i>Maximum Gross Height:</i>	<i>13 feet 6 inches</i>
<i>Maximum Axle Weight Limit</i>	<i>20,000 pounds</i>
<i>Maximum Axle Tandem Weight Limit</i>	<i>34,000 pounds</i>

To reference the complete Village Ordinance concerning permit moves and fee structure visit <http://www.villageoflombard.org/DocumentCenter/View/11754>

**The Contractor must be familiar with the ordinance. This ordinance is strictly enforced; offenders will be subject to fine, arrest and prosecution.**

The Lombard Police Department is now using an online-based permitting system via the website, [www.oxcartpermits.com](http://www.oxcartpermits.com). Contractors applying for an overweight/oversize permit will have to use the Oxcart permitting software. The form can be completed on the Oxcart website under the Trucking login/sign up link (<http://oxcartpermits.com/user/trucking>)

Visit <http://www.villageoflombard.org/421/Truck-Enforcement-OversizeOverweight-Per> regarding enforcement and truck routes. If you have any questions regarding commercial motor vehicle/permits please contact Officer Latronica at 630-873-4453 or by e-mail at [latronica@villageoflombard.org](mailto:latronica@villageoflombard.org)

**APPENDIX A:  
ADDITIONAL MUNICIPALITY SPECIFIC INFORMATION**

**Village of Lombard**

Project Manager –Brendan Huizinga, Civil Engineering Tech  
P: 630-280-8758  
[huizingab@villageoflombard.org](mailto:huizingab@villageoflombard.org)

Local Parking Plan – Overnight parking available at Public Works Facility located at 1135 N Garfield St.

Local Water Plan – No charge for water, the Village of Lombard will allow water to be obtained from Village-owned hydrants, as approved by the Project Manager. The Contractor must obtain a permit and make a refundable deposit (up to \$2,000), install portable water meter/backflow device and maintain a record of water quantity used (no cost for water).

Maps – Attached

Note: The Village of Lombard has a not to exceed budget of \$20,000.00. Should the Contractor complete sidewalk cutting in all the areas shown on the Village of Lombard maps and the total cost is less than \$20,000.00, additional areas shall be provided by the Project Manager.

**Village if Itasca**

Project Manager – Mike Subars, Public Works Director, 630-773-2455  
P: 630/773-2455  
[msubars@itasca.com](mailto:msubars@itasca.com)

Local Parking Plan - All work vehicles can be stored inside the Public Works Facility, 411 N. Prospect Ave, Itasca, IL60143– Gate Access can be provided

Local Water Plan - Hydrant meter rental- \$1200 deposit - returned when meter is returned.

Maps – Attached

**Village of Bartlett**

Project Manager – Ashwin Saravanapandian, Civil Engineer  
P: 630-837-0811  
[asaravanapandian@bartlett.il.gov](mailto:asaravanapandian@bartlett.il.gov)

Local Parking Plan – Overnight parking is available at the Village’s Public Works Facility located at 1150 Bittersweet Drive.

Local Water Plan – Water will be available free of charge at the Village’s Public Works Facility located at 1150 Bittersweet Drive. The use of residential hydrants for a water source is strictly prohibited. The Contractor shall notify the Project Manager 48-hours in advance of beginning work so that a water meter

can be made available and installed at the fill-up site (no deposit will be required). The Contractor shall also be responsible for recording usage and reporting it to the Project Manager.

Maps – Attached

Note: The Village of Bartlett has a not-to-exceed budget of \$100,000. Should the Contractor complete sidewalk cutting in all the areas shown on the Village of Bartlett maps and the total cost is less than \$100,000, additional areas shall be provided by the Project Manager.

### **City of Wheaton**

Project Manager – Nathan Plunkett, Street Superintendent

P:630-260-2116

[nplunkett@wheaton.il.us](mailto:nplunkett@wheaton.il.us)

Local Parking Plan - Overnight parking for equipment storage is available in the City of Wheaton Public Works Yard at 822 W Liberty Dr, Wheaton, IL 60187.

Local Water Plan - No charge for water. The City of Wheaton will allow water to be obtained from any hydrant within the City limits. A refundable deposit of \$700 is required.

### **Village of Roselle**

Project Manager – Alvin Jorda, Civil Engineer

P: 847-436-6503

[ajorda@roselle.il.us](mailto:ajorda@roselle.il.us)

Local Parking Plan – Overnight parking is available at the Devlin Wastewater treatment plant located off Rush St. Arrangements will be made with our Wastewater Manager to have the equipment parked there overnight.

Local Water Plan – Public works rent out water meters that monitor the water usage. A list of which hydrants to use will be provided.

Maps – Attached

### **Village of Woodridge**

Project Manager – Scott Sramek, Public Works Foreman

P: 630-719-4757

[ssramek@woodridgeil.gov](mailto:ssramek@woodridgeil.gov)

Local Parking Plan – Overnight equipment parking and storage will be accommodated

Local Water Plan – A dedicated fire hydrant will be identified to accommodate water needs

Maps – Attached  
**City of West Chicago**

Project Manager – Dave Shah, Assistant Director of Public Works, Hard Rock Concrete Cutters,  
P: 630-293-2255  
[dshah@westchicago.org](mailto:dshah@westchicago.org)

Local Parking Plan – Equipment storage available at 1400 W. Hawthorne Lane (see image below)



Local Water Plan - Fire hydrants approved by the City shall only be utilized to obtain water by the Contractor, which shall be determined by the City during the preconstruction meeting. Under no circumstance shall water be obtained from an unapproved hydrant or a facility, including private property. The water provided by the City shall be used for contract-related items only. The Contractor shall not be charged for the water used during the course of the Project; however, the contractor shall provide the Public Works Department or its representative the estimate of total water usage for the Project. The City reserves the right to issue a hydrant meter depending on the duration and the volume of water used on the Project. The Contractor shall have their equipment inspected and tested by authorized personnel from the City's Public Works Department. The Contractor's vehicle must have a fixed air gap, in order to pass City inspection. The contractor shall contact the Public Works Department at (630) 293-2255 to schedule an inspection prior to acquiring water.

Maps – attached

**Village of Bensenville**

Project Manager – Bradley Hargett, Assistant Village Engineer  
P: 630-350-3411

[bhargett@bensenville.il.us](mailto:bhargett@bensenville.il.us)

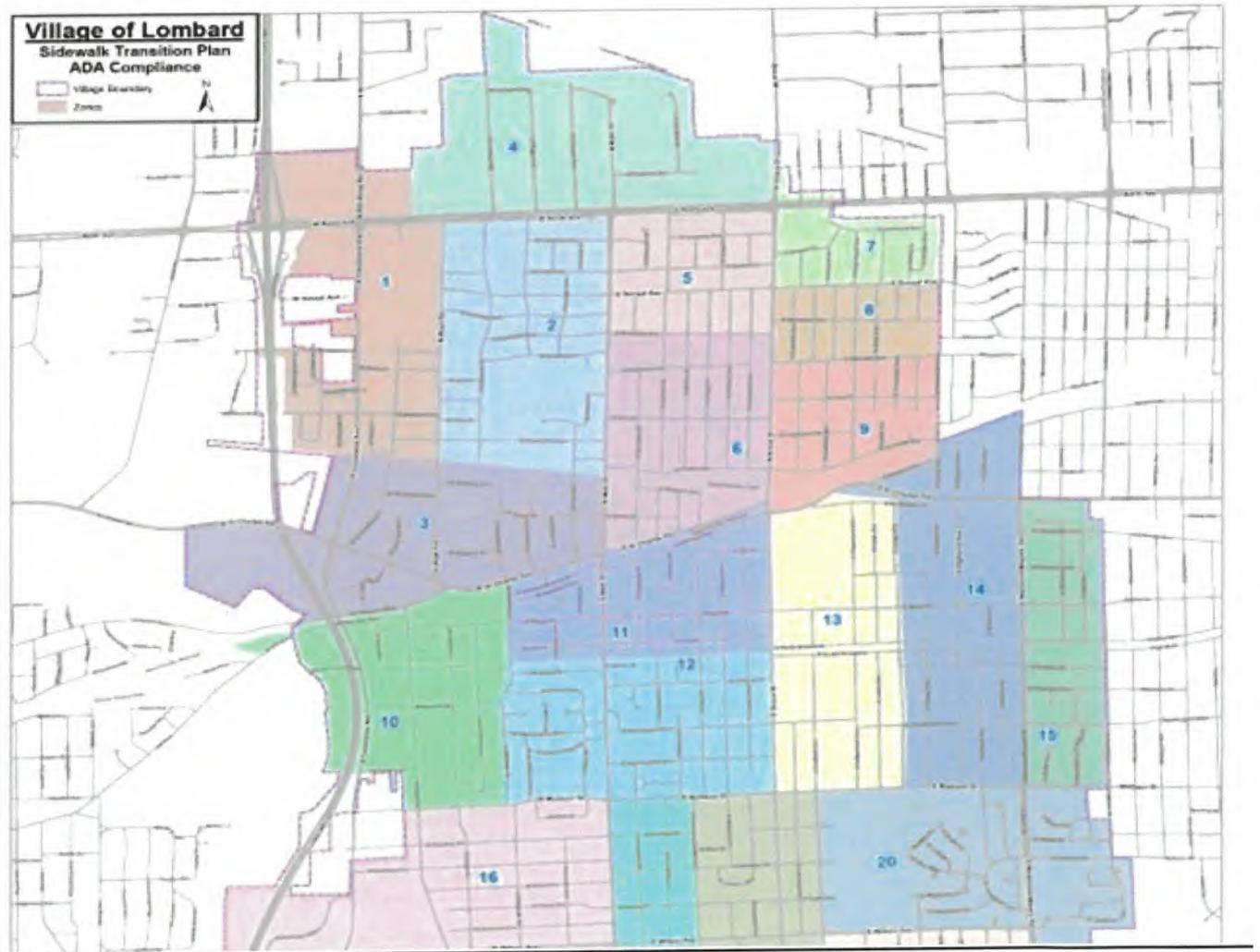
Local Parking Plan - Overnight equipment storage will be at the Village Public Works parking lot at 717 E. Jefferson Street, Bensenville 60106.

Local Water Plan - Contractor is prohibited from taking water from fire hydrants, but may obtain water at no cost from the Villages at a designated hydrant at Public Works facility.

Maps – attached

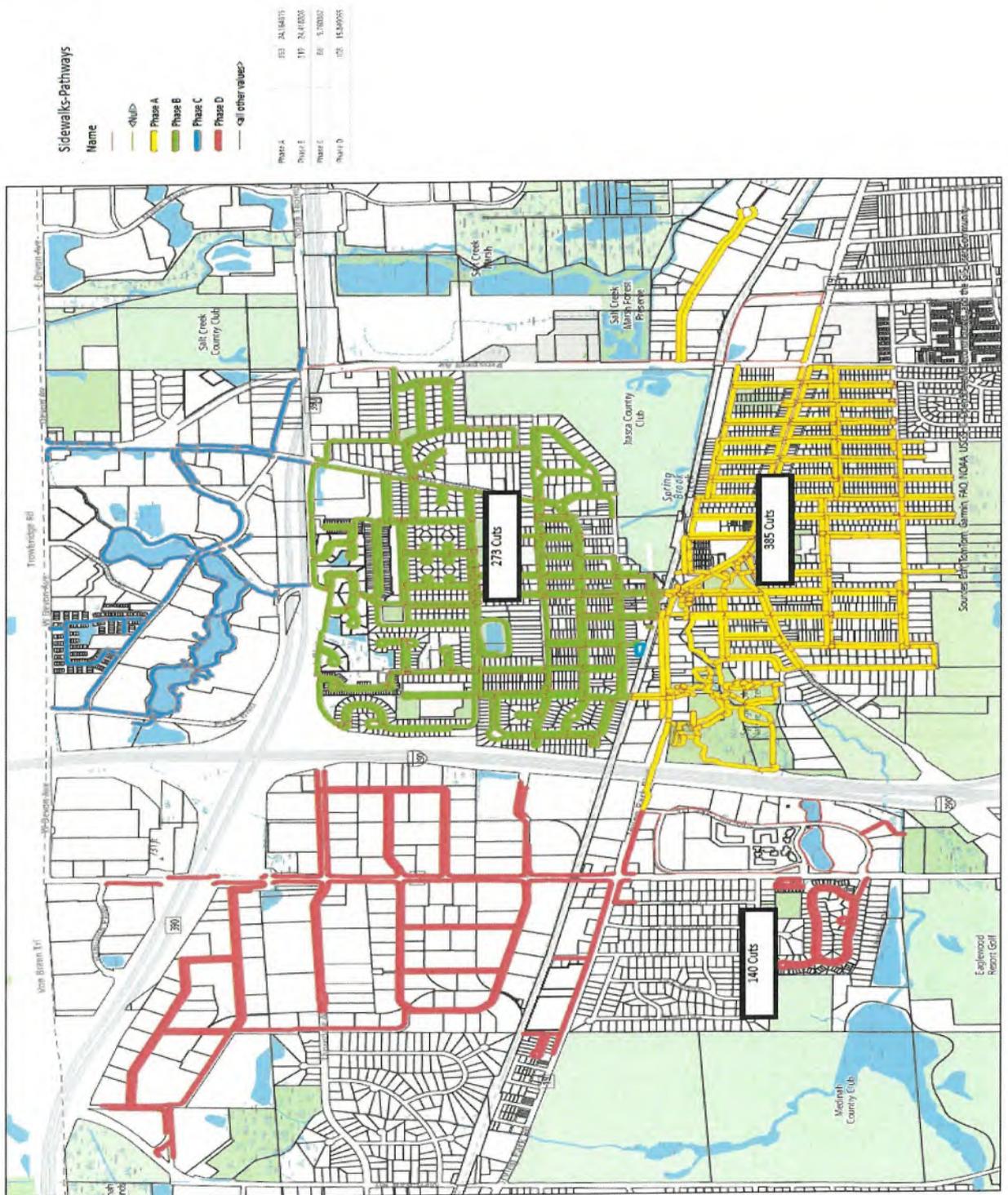
**Appendix B**  
**Project Area Maps**

**Village of Lombard (Zones 7, 8 and 9)**

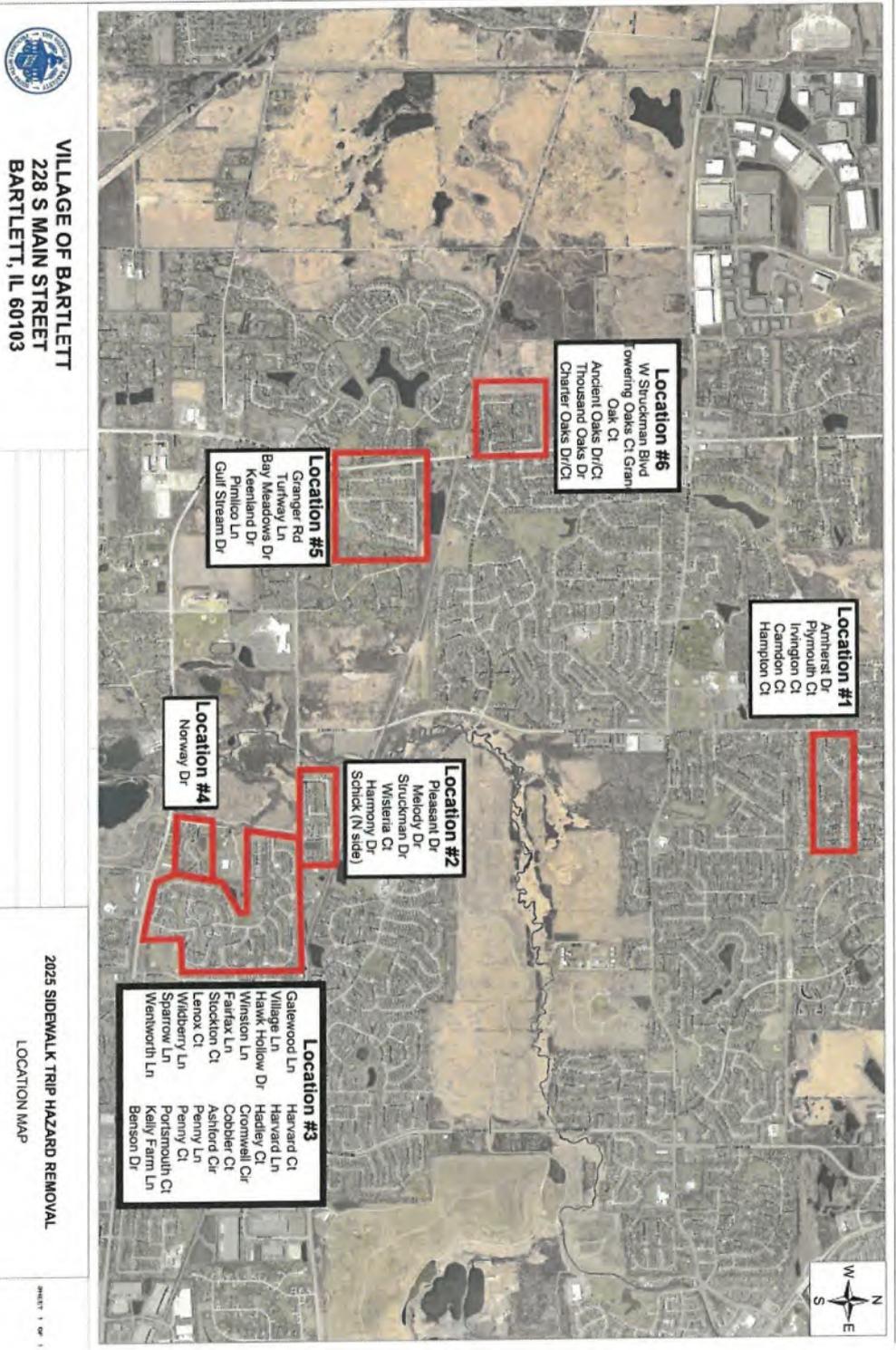


**Village of Itasca**

**Village of Itasca Sidewalk Inspection Program**



**Village of Bartlett**





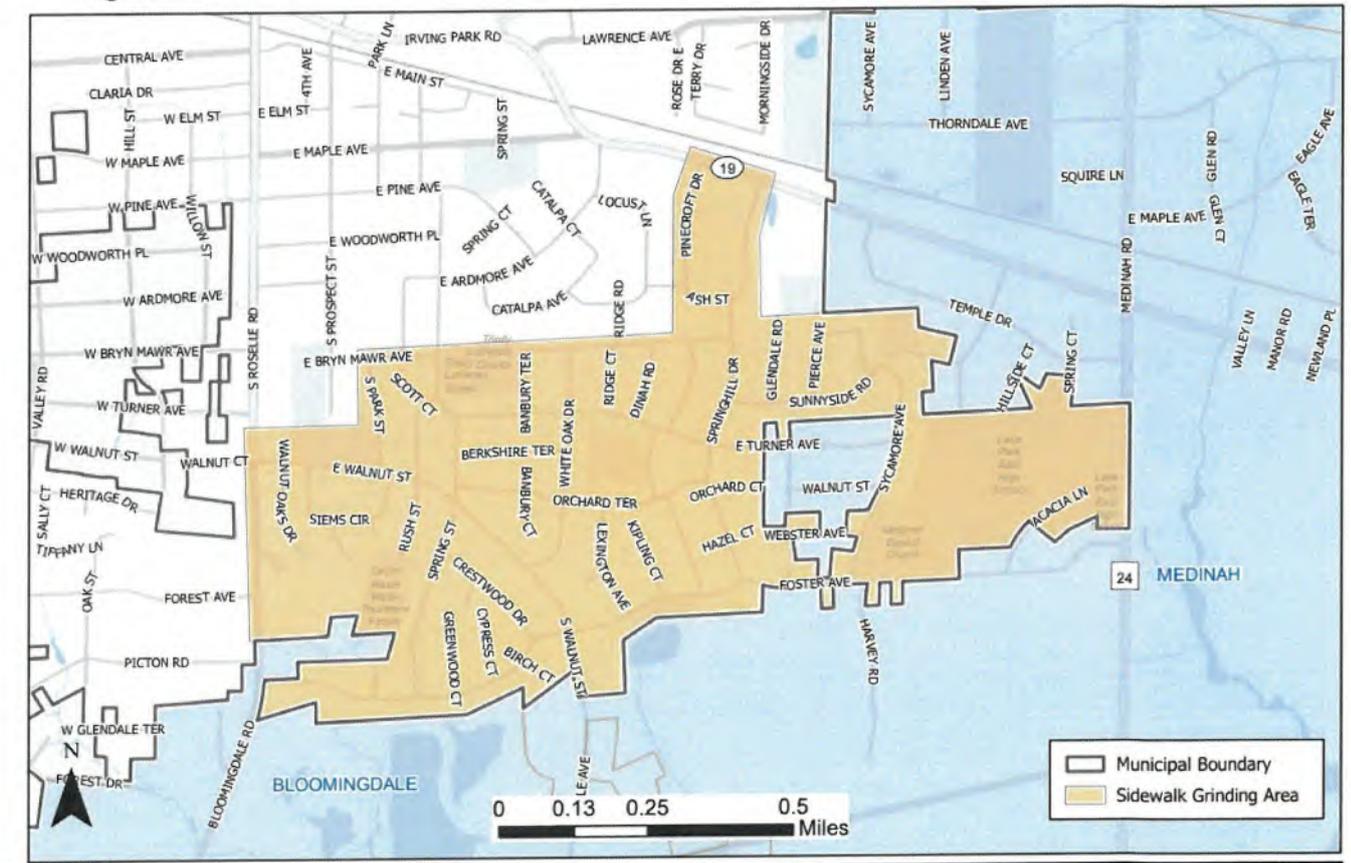
Village of Roselle



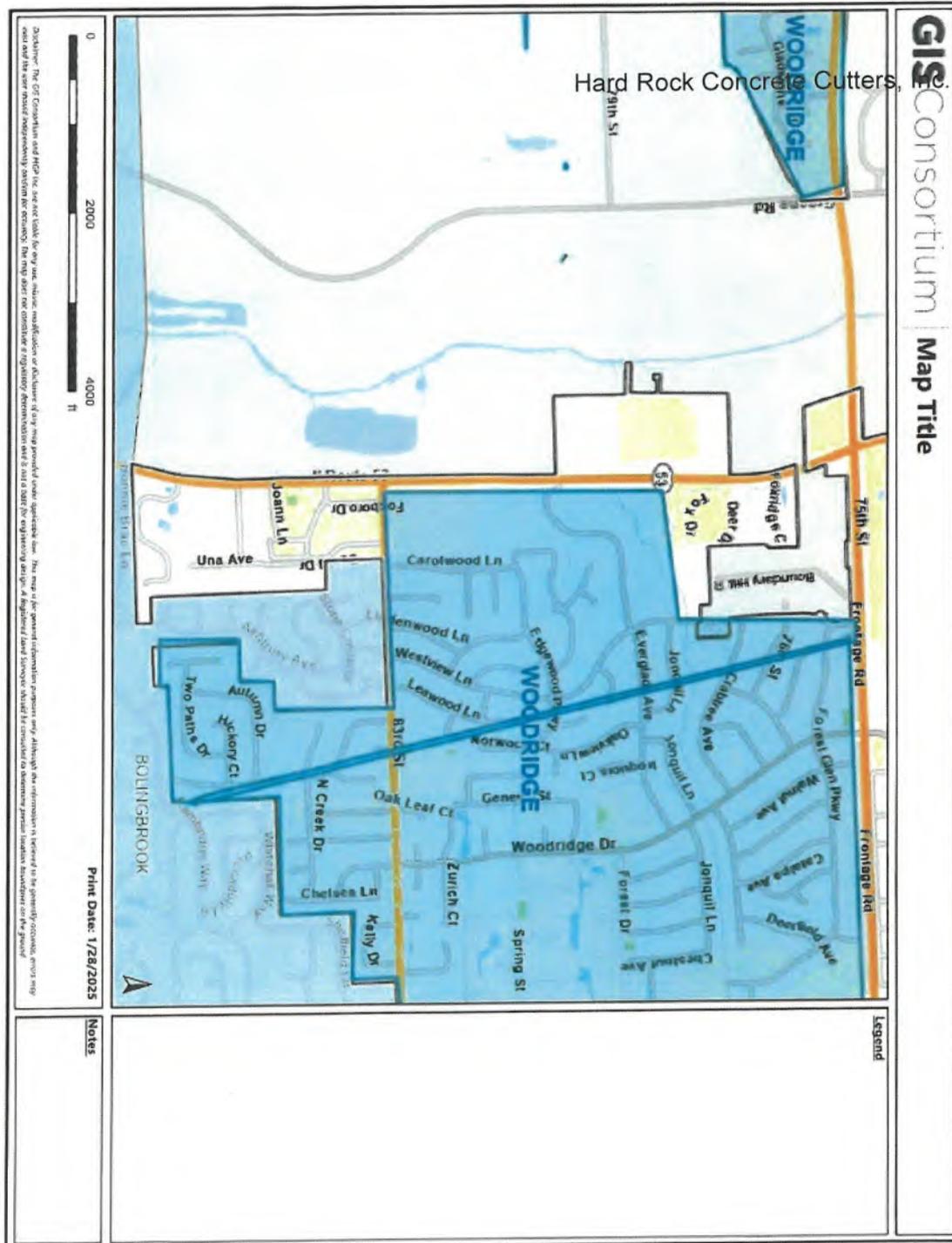
# Location Map

## 2025 Sidewalk Grinding Area

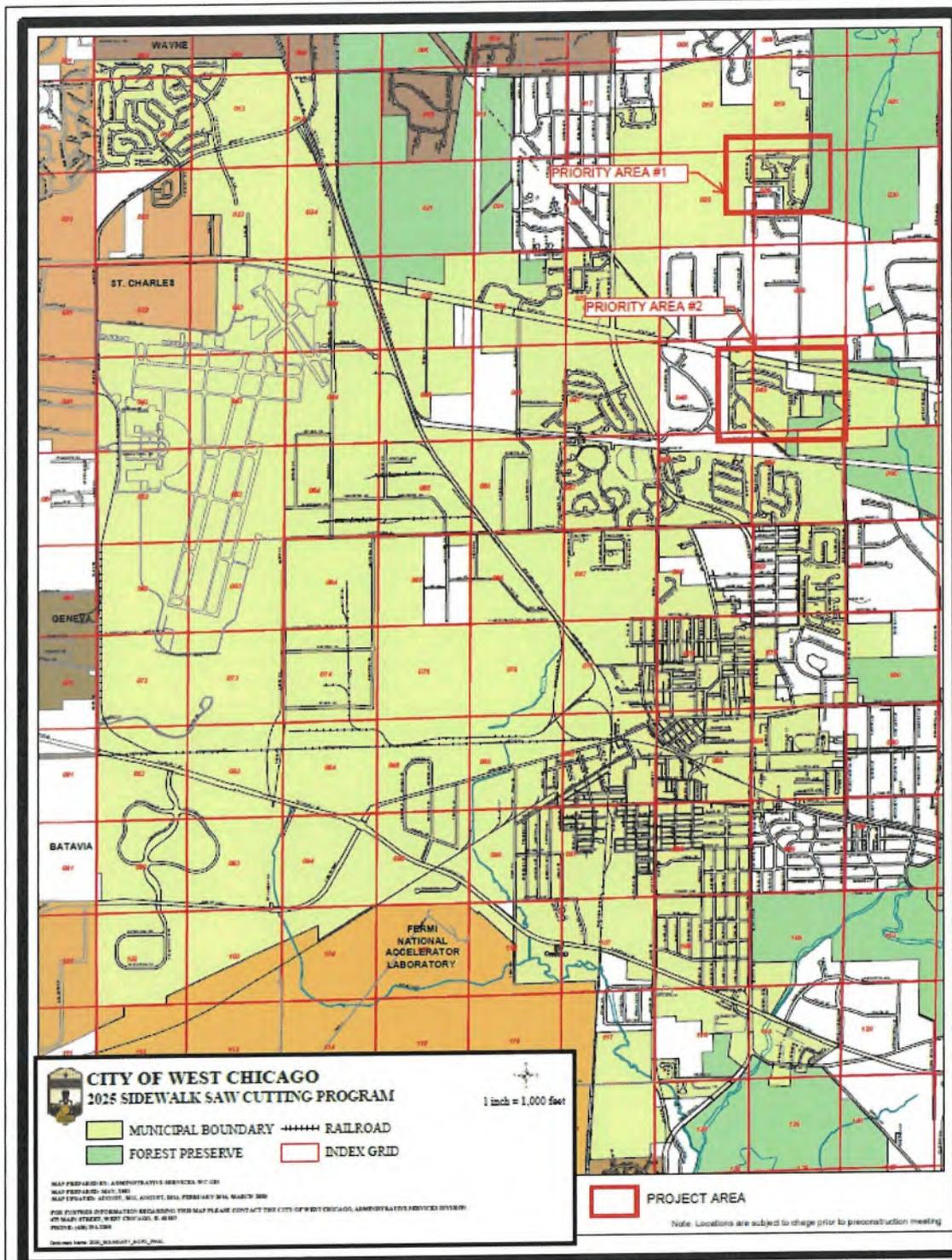
GIS Consortium



**Village of Woodridge**



**City of West Chicago**



**Village of Bensenville**



**APPENDIX C:**  
**DOCUMENTS TO RETURN WITH BID SUBMISSION**

**PERFORMANCE REFERENCE FORM**

Please list below five (3) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: City of Darien  
Address: 1702 Plainfield Rd  
City, State, Zip Code: Darien, IL 60561  
Contact Person/Telephone Number: Kris Throm / 630-514-3453  
Dates of Service /Awarded Amount: 12/9/2024 / \$251,000

Municipality: Village of Bartlett  
Address: 1150 Bittersweet  
City, State, Zip Code: Bartlett, IL 60103  
Contact Person/Telephone Number: Nicholas Talarico / 630-837-0811  
Dates of Service/Awarded Amount: 8/5/2024 / \$74,964.96

Municipality: Village of Roselle  
Address: 474 Congress Circle  
City, State, Zip Code: Roselle, IL 60172  
Contact Person/Telephone Number: Matt Rasmussen / 815-451-7017  
Dates of Service/Awarded Amount: 9/19/2024 / \$72,975.84

Agency: Village of Crystal Lake  
Address: 100 W. Woodstock St  
City, State, Zip Code: Crystal Lake, IL 60014  
Contact Person/Telephone Number: Paul Water / 630-229-3262  
Dates of Service/Awarded Amount: 8/27/24 / \$49,967.04

Agency: City of Morton Grove  
Address: 6101 Capulina Avenue  
City, State, Zip Code: Morton Grove, IL 60053  
Contact Person/Telephone: Mike Gesualdo / 224-343-0260

Number: \_\_\_\_\_

Date of Service: 7/30/2024 / \$89,589.50

**DISQUALIFICATION OF CERTAIN BIDDERS**

**PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et sig.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (G) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (G) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

**(Please sign bid form indicating compliance)**

Mrs. Corrie B. Krula

(Name of Bidder if the Bidder is an Individual)  
(Name of Partner if the Bidder is a Partnership)  
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

VoL 06/24

**ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION**

Mrs. Corrie B. Krula, being first duly sworn,

deposes and says that he is President  
(Partner, Officer, Owner, Etc.)

of Hard Rock Concrete Cutters, Inc.  
(Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

Mrs. Corrie B. Krula, President

\_\_\_\_\_  
(Name of Bidder if the Bidder is an Individual)  
(Name of Partner if the Bidder is a Partnership)  
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.  
Subscribed and Sworn to this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the bid.*

**CONFLICT OF INTEREST**

Hard Rock Concrete Cutters, Inc., hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the Village of Lombard.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village may disqualify the bid.

Mrs. Corrie B. Krula, President

\_\_\_\_\_  
(Name of Bidder if the Bidder is an Individual)  
(Name of Partner if the Bidder is a Partnership)  
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.  
Subscribed and Sworn to this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the bid.*

**TAX COMPLIANCE AFFIDAVIT**

Mrs. Corrie B. Krula \_\_\_\_\_, being first duly sworn,

deposes and says that he/ she is a/ an President  
(Partner, Officer, Owner, Etc.)

of Hard Rock Concrete Cutters, Inc.  
(Name of Company)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the Village of Lombard because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action

Corporate seal

Mrs. Corrie B. Krula, President  
\_\_\_\_\_  
(Name of Bidder if the Bidder is an Individual)  
(Name of Partner if the Bidder is a Partnership)  
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the bid.*

**SUB-CONTRACTOR INFORMATION**

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: N/A # Years in Business: \_\_\_\_\_  
Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_  
State of Illinois Trade License # \_\_\_\_\_

Services provided by Sub-Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
.....

Name: N/A # Years in Business: \_\_\_\_\_  
Address: \_\_\_\_\_ # Years used by Contractor: \_\_\_\_\_  
Services provided by Sub-Contractor: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
State of Illinois Trade License # \_\_\_\_\_  
.....

**VILLAGE OF LOMBARD**  
**CONTRACT DOCUMENT NUMBER 2025 RM PROG 15 – Sidewalk Slicing**  
**BID PROPOSAL**

I/We hereby agree to furnish to the Village of Lombard all necessary materials, equipment, and labor, to fully complete the 2025 RM PROG 15 – Sidewalk Slicing by October 31, 2025 days from the date of the Notice to Proceed per the provisions, instructions, and specifications of the Village of Lombard for the prices submitted through QuestCDN.

Signed on this \_\_\_\_ day of \_\_\_\_\_, 2025.

The undersigned is aware that Federal Labor Standards and Prevailing Wage Rates apply to all work performed on this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and/or any lower-tier subcontracts required by this contract.

If an individual or partnership, the individual or all partners must complete and sign.

By ..... : \_\_\_\_\_  
Print Name ..... : \_\_\_\_\_  
Position/Title ..... : \_\_\_\_\_  
By ..... : \_\_\_\_\_  
Print Name ..... : \_\_\_\_\_  
Position/Title ..... : \_\_\_\_\_  
Company Name... : \_\_\_\_\_  
Address line 1..... : \_\_\_\_\_  
Address line 2..... : \_\_\_\_\_  
Telephone..... : \_\_\_\_\_

**If a corporation, an officer duly authorized should sign and affix the corporate seal**

*PLACE CORPORATE SEAL HERE*

By ..... : \_\_\_\_\_  
Print Name ..... : Mrs. Corrie B. Krula  
Position/Title ..... : President  
Company Name..... : Hard Rock Concrete Cutters, Inc.  
Address line 1..... : 601 Chaddick Dr Wheeling IL 60090  
Telephone..... : 847-699-0010

The Village of Lombard reserves the right to reject any or all bids and to waive technicalities in bidding.

**VILLAGE OF LOMBARD  
BIDDER'S CERTIFICATION FORM  
(BID PROPOSAL)**

The undersigned being an authorized representative of Hard Rock Concrete Cutters, Inc.  
(Name of Company),  
(hereinafter the "Bidder") who has submitted a bid on a contract for 2025 RM PROG 15 – Sidewalk Slicing to the Village of Lombard, certifies that:

1. The Bidder is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-4 or 720 ILCS 5/33E-5 or of any similar statute of another state or of a federal statute containing the same or similar elements;

2. The Bidder will comply with all requirements of 29 CFR Part 1910 Permit Required Confined Spaces for General Industry. Special attention is drawn to Section 1910.146(c)(9), which provides as follows:

"In addition to complying with the permit space requirements that apply to all employers, each contractor who is retained to perform permit space entry operations shall:

- (i) Obtain any available information regarding permit space hazards and entry operations from the host employer;
- (ii) Coordinate entry operations with the host employer, when both host employer personnel and contractor personnel will be working in or near permit spaces, as required by paragraph (d)(11) of this section; and
- (iii) Inform the host employer of the permit space program that the contractor will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation." and

3. The Bidder will comply with 29CFR1926.650-652, Appendices A-F, Revised July 1, 1990 (Subpart P - Excavations).

By: \_\_\_\_\_  
Authorized Agent of Bidder

Subscribed and sworn to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

The Village of Lombard is exempt from sales or federal tax; therefore, do not include in bid price.