

**TRUTH IN TAXATION PUBLIC HEARING – 7:00PM**

**VILLAGE OF BARTLETT**  
**VILLAGE HALL, 228 S. MAIN STREET**  
**BOARD MEETING AGENDA**  
**November 4, 2025**  
**7:00 P.M.**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **TOWN HALL:** (Note: Three (3) minute time limit per person)
5. **\*CONSENT AGENDA\***  
*All items listed with an asterisk\* are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the General Order of Business and considered at the appropriate point on the agenda.*
- \*6. **MINUTES:** Board – October 21
- \*7. **BILL LIST:** November 4, 2025
8. **TREASURER'S REPORT:** None
9. **PRESIDENT'S REPORT:** Commission Appointments
10. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
11. **STANDING COMMITTEE REPORTS:**
  - A. **BUILDING AND ZONING COMMITTEE, CHAIRMAN HOPKINS**
    - \*1. Ordinance Amending the Bartlett Zoning Code Regarding Tobacco/Vape Stores
  - B. **COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY**
    1. None
  - C. **FINANCE COMMITTEE, CHAIRMAN LAPORTE**
    1. Estimated 2025 Property Tax Levy
  - D. **LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN BATTERMANN**
    1. Appointment by the Village President with the Advice and Consent of the Board
      - a. Building and Code Enforcement Division Manager/Building Official, Hugo Viramontes
    - \*2. Resolution Approving an Intergovernmental Agreement Between the Village of Bartlett and the Bartlett Public Library District Relating to IPBC Benefits
  - E. **POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI**
    1. None
  - F. **PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE**
    1. Resolution Approving Change Order Number 1 To the Contract Between Burke, LLC. and the Village of Bartlett for the Downtown Streetscape Improvements Project
    2. Purchase of (1) Digital Monument Sign from Pavin-Clauss Sign Company of Carol Stream, IL
    - \*3. Resolution Approving of the Village of Bartlett's 2025 Pavement Preservation Project Agreement Between the Village of Bartlett and Corrective Asphalt Materials, LLC
    4. Resolution Approving the Lift Station Scada Improvement Project Between the Village of Bartlett and Wunderlich-Malec Inc.
    5. Resolution Approving the Country Place Lift Station Upgrade Between the Village of Bartlett and Tracy and Ed Construction, Inc.
12. **NEW BUSINESS**
13. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
14. **ADJOURNMENT**

**NOTICE OF PROPOSED PROPERTY TAX LEVY FOR  
THE VILLAGE OF BARTLETT, ILLINOIS**

- I. A Public Hearing to approve a proposed property tax levy for the Village of Bartlett for 2025 will be held on November 4, 2025 at 7:00 p.m. in the Council Chambers, 228 S. Main Street, Bartlett, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Matt Coulter, Treasurer, 228 S. Main Street, Bartlett, Illinois, (630) 837-0800.

- II. The corporate and special purpose property taxes extended or abated for 2024 were \$10,064,645. The proposed corporate and special purpose property taxes to be levied for 2025 are \$10,423,024. This represents a 3.56% increase from the taxes extended or abated from the previous year.
- III. The property taxes extended for debt service and public building commission leases for 2024 were \$3,006,591. The proposed property taxes to be levied for debt service and public building commission leases for 2025 are \$2,931,405. This represents a 2.50% decrease below the taxes extended or abated from the previous year.
- IV. The total property taxes extended or abated for 2024 were \$13,071,236. The proposed total property taxes to be levied for 2025 are \$13,354,429. This represents a 2.17% increase above the taxes extended or abated from the previous year.

**CERTIFICATE OF PUBLICATION**

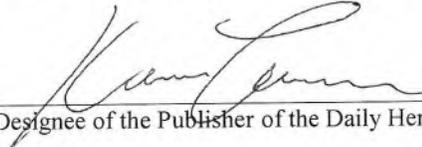
**Paddock Publications, Inc.**

**DuPage County  
Daily Herald**

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DuPage County DAILY HERALD**. That said **DuPage County DAILY HERALD** is a secular newspaper, published in Naperville, DuPage County, State of Illinois, and has been in general circulation daily throughout DuPage County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **DuPage County DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 10/25/2025 in said **DuPage County DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY

  
Designee of the Publisher of the Daily Herald

Control # 2368804



**NOTICE OF PROPOSED PROPERTY TAX LEVY FOR  
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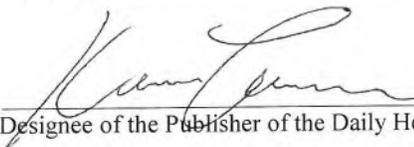
**CERTIFICATE OF PUBLICATION**  
**Paddock Publications, Inc.**

**Northwest Suburbs**  
**Daily Herald**

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Northwest Suburbs DAILY HERALD**. That said **Northwest Suburbs DAILY HERALD** is a secular newspaper, published in Arlington Heights, Cook County, State of Illinois, and has been in general circulation daily throughout Cook County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

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BY

  
Designee of the Publisher of the Daily Herald

Control # 2368804





## VILLAGE OF BARTLETT BOARD MINUTES OCTOBER 21, 2025

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### 1. CALL TO ORDER

President Gunsteen, called the regular meeting of October 21, 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 (remote), Suwanski (remote), and President Gunsteen

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Economic and Development Coordinator Tony Fradin, Finance Director Matt Coulter, Public Works Director Dan Dinges, Assistant Public Works Director Tyler Isham, Civil Engineer Nick Talarico, Planning and Development Services Director Kristy Stone, Head Golf Professional Phil Lenz, Chief Ryan Conway, Village Attorney Kurt Asprooth, and Village Clerk Lorna Giles.

### 3. PLEDGE OF ALLEGIANCE

4. TOWN HALL: None

### 5. 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 Hopkins stated that he would like to remove the Bill List from the Consent Agenda.

Trustee Hopkins stated that he would like to remove item B. 1 from the Consent Agenda - MORE Brewing BEDA Application.

Trustee Suwanski stated that she would like to add item E. 1 and E. 2 to the Consent Agenda- Resolution Approving a Reciprocal Reporting Memorandum of Understanding with School District U-46, and the Purchase of a new 2026 Nissan Rogue.



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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 being voted upon. He then stated that he would entertain a motion to Amend the Consent Agenda, and the items designated to be approved by Consent therein.

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

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

AYES: Trustees 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 Battermann.

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

6. MINUTES – Covered and approved under the Consent Agenda.
7. BILL LIST

Trustee Hopkins stated that Chief Pretkelis used to sit on the board of DUCOMM and asked if Chief Conway is now on that board. Trustee Hopkins asked if he has seen an increase in cost and if he's concerned with escalating costs. He also asked if the village was going to look at other options to try to decrease some of these costs or move to a different agency/explore other options. Chief Conway stated that currently it's probably too early to say what the other options are, but that DUCOMM does a great job in providing the service needed for the village. He stated that as far as the cost right now, it's consistent with other agencies in terms of service fees. Village Administrator Paula Schumacher stated that last year they did explore other options with Northwest Dispatch to see if they could expand their services to other communities. She stated that at this time they are not able to do that, however they will re-evaluate these services again. Trustee Hopkins stated that maybe we could circle back to notes or memos from Chief Pretkelis since he did vote no on a couple of budgets, he stated it might help to look at this from a fresh perspective. Village Administrator Paula Schumacher stated that DUCOMM does have a new director and that's where some of his concerns came in.



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Trustee Deyne moved to approve the Bills List, that motion was seconded by Trustee Gandsey.

**ROLL CALL VOTE TO APPROVE THE BILLS LIST**

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

**8. TREASURER'S REPORT**

Mr. Coulter stated that the treasurer's report was for the month of August and that the sales tax received was for the month of May in the amount of \$665,830, which was up \$219,164 or 50% from the prior year. Motor Fuel Tax Allotments for August totaled \$172,782 which was up \$6,836 or 4.2% from the prior year. Mr. Coulter stated that our State shared income tax received in August totaled \$429,173, which was down \$29,093 or 6.3% from the prior year. He stated that overall, for the fiscal year to date, income tax is up \$194,769 compared to last year at this time.

**9. PRESIDENT'S REPORT**

President Gunsteen read a Proclamation recognizing Village of Bartlett Administrator and current ILCMA President Paula Schumacher.

Trustee Deyne read the Proclamation for World Polio Day.

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

Trustee Deyne wanted to recognize commissioners on their service.

Trustee Deyne also thanked Assistant Village Administrator Scott Skrycki and Economic and Development Coordinator Tony Fradin for their presentation at Rotary regarding the Lake Street TIF District.

Trustee Gandsey asked Chief Conway if he could provide some additional details regarding the ICE incident last week. Chief Conway stated that they received a call regarding a missing person who was a female subject showing a house on Struckman. He stated that this arrangement was set up via email and upon arriving at the residence, they located her car in the driveway. He went on to say that through Ring Doorbell footage, they observed a white van pull up where several subjects exited the van and escorted her into the van. Chief Conway stated that through contacts at the federal government, it was confirmed that she was detained by ICE and that she was being held at O'Hare Airport. He stated that they were able to get in contact with her parents and notify them where she was.



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Trustee Gandsey wanted to confirm that it was a fake set up to go view a showing of a house to get here out there. Chief Conway confirmed that they did not know who made the showing. Trustee Gandsey stated that she would like the Village to do what other villages are doing regarding a post about the Trust Act just so that residents realize the parameters with the Police Department as well as calling 911 if there is a safety issue.

Trustee Hopkins asked about political signage that people put in their yard and wanted to know if there was any way to limit that to off the property line. Village Attorney Kurt Asprooth stated that Illinois amended zoning law about 15-20 years ago to put in a specific exemption for political signage on residentially zoned property. He stated that the only restrictions that we can place on political signs on residential property are reasonable size limitations and that we can't really control too much beyond that. He went on to say that unless we can come up with a compelling safety reason, we don't have much control over residential property.

Trustee Suwanski wanted to thank Village staff, the board, the Village President and our Village Attorney for their outpouring of support since the passing of her mother.

### 11. STANDING COMMITTEE REPORTS

#### A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that Resolution 2025-101-R, Resolution Approving a Tree Variation for 391 South Hickory Avenue was covered and approved under the Consent Agenda.

#### B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey presented the MORE Brewing BEDA Application stating MORE Brewing Company has requested a \$50,000 Business and Economic Development Assistance (BEDA) grant to support a \$250,000 rooftop patio enhancement at its downtown Bartlett location (121 W. Railroad Avenue). She stated that MORE Brewing proposes installing a louvered roofing system with motorized retractable siding, weather sensors, LED lighting, and electrical integration to make its rooftop patio weather-resistant and usable year-round, addressing a 30–40% seating capacity loss during inclement weather.

She stated that the upgrade is expected to increase revenue by 10–12% through expanded event programming (e.g., private parties, beer releases, corporate gatherings) and support year-round staffing, preventing seasonal layoffs and potentially creating new jobs. The total project cost is approximately \$250,000 after design fees and contingencies, with MORE Brewing funding 80% privately. The \$50,000 BEDA grant (20% of costs) will be reimbursed upon project completion and submission of proof of payments. On July 14, 2025, the Economic Development Commission unanimously recommended approving the \$50,000 BEDA grant, contingent on project completion



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to code and verified payments. She stated that the Committee of the Whole reviewed this request at its September 16th meeting, at which time it was forwarded to the full Village Board for a final vote.

Trustee Gandsey made a motion to approve a \$50,000 BEDA grant for MORE Brewing new rooftop system. Trustee Deyne seconded that motion. Trustee Hopkins stated that he was glad that MORE Brewing was present. He stated that they have received grants and discounts on the property. He went on to say that he personally doesn't believe BEDA funds are a great use of village resources. Trustee Hopkins went on to say that he wishes them all the best but cannot in good faith vote for something like this.

Trustee Suwanski asked if the BEDA grant was designed to be given to same location more than once. Economic and Development Coordinator Tony Fradin stated that the program allows for an applicant to come back and apply every two years. President Gunsteen stated that he wanted to point out that the program will be undergoing some modifications going forward but under the current structure, this is within the parameters.

### ROLL CALL VOTE TO APPROVE A \$50,000 BEDA GRANT FOR MORE BREWING'S ROOFTOP SYSTEM

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

Trustee Gandsey presented Ordinance 2025-102, Ordinance Amending the Bartlett Municipal Code Regarding the Community and Economic Affairs Commission, stating that in support of President Gunsteen's initiative to enhance economic development and community engagement, the Board explored the idea of commission consolidation at the September Committee of the Whole meeting. Following thoughtful feedback, the Bike and Run Commission will continue as a standalone entity.

At the same time, there is strong alignment—through the upcoming strategic plan and commissioner input—around the creation of a new committee. This group will provide fresh opportunities to engage the community, support staff initiatives, and advance shared goals. Expanded participation and refined objectives will help ensure its success. The proposed format is outlined below:

#### OBJECTIVES/FORMAT

Key Details of the New Commission:

- Membership: 12 members, appointed by the Village President with the advice and consent of the Board of Trustees.
- Terms: Initial appointments will be staggered (3-year, 2-year, and 1-year terms).



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- Designated Members: All seats must be held by residents, and one seat by the current Village Trustee who chairs the standing Community and Economic Affairs Committee. That Trustee will also serve as Chairperson of the Commission.
- Purpose: The Commission will meet monthly and serve in an advisory capacity to the Village President and Board of Trustees.

It will:

- Review and recommend special events and economic development strategies.
- Plan, coordinate, and promote initiatives to foster community pride and participation.
- Provide community-related data to support sound economic development programs, including business attraction, expansion, and retention.

### GOING FORWARD

This commission will meet monthly in an advisory role to the Village President and Board, focusing on special events and economic development strategies. It will help plan and promote initiatives that build community pride and provide data to support business attraction, retention, and growth in Bartlett.

Trustee Gandsey moved to approve Ordinance 2025-102, Ordinance Amending the Bartlett Municipal Code Regarding the Community and Economic Affairs Commission. That motion was seconded by Trustee Deyne.

President Gunsteen stated this revamped commission will also review civic fund applications. He stated that he's excited about this commission and spoke to applicants who are very excited to be engaged with our community. Trustee Suwanski wanted to confirm that this was replacing the EDC, President Gunsteen confirmed that was correct. Trustee Suwanski stated that she was pleased that it was decided to keep the Bike and Run Committee as a standalone.

### ROLL CALL VOTE TO APPROVE ORDINANCE 2025-102, ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE REGARDING THE COMMUNITY AND ECONOMIC AFFAIRS COMMISSION

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

### C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

Trustee LaPorte stated that there was no report.

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

Trustee Battermann presented the Bartlett Area Chamber of Commerce Road Closure Request



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stating that the Bartlett Area Chamber of Commerce is requesting a permit to allow for the closure of W. Bartlett Ave. from Oak Ave. to Tatge Ave. between the hours of 8:00a.m. and 5:00p.m. on Saturday, November 1st for a car show event downtown. The event hours will be limited to 9:00a.m. to 4:00p.m.

Attached, you will find a map of the road closure as well as the lot to the north which will be used for additional parking of car show participants. This request can be passed pending appropriate insurance is submitted and is reviewed/approved by the village attorney.

**ROLL CALL VOTE TO APPROVE THE BARTLETT AREA CHAMBER OF COMMERCE ROAD CLOSURE REQUEST**

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

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

Trustee Suwanski stated that Resolution 2025-103-R, A Resolution Approving a Reciprocal Reporting Memorandum of Understanding with School District U-46, and the Purchase of a new 2026 Nissan Rogue were both covered and approved under the Consent Agenda.

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

Trustee Deyne stated that Ordinance 2025-104, An Ordinance Accepting the Public Improvements for True North at 2345 West Bartlett Road, and Ordinance 2025-105, An Ordinance Accepting the Public Improvements for Aldi at 200 E. Devon Avenue were covered and approved under the Consent Agenda.

13. NEW BUSINESS - None

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

Trustee Hopkins asked Public Works Director Dan Dinges to provide an update regarding the railroad track. Mr. Dinges stated that the pipeline had a delay, but they are scheduled to reopen by November 3<sup>rd</sup>. He stated that they are also working to try to get the track crossing repaired prior to that opening. Trustee Hopkins also asked about the Streetscape project in downtown Bartlett. Mr. Dinges stated that they've poured the runnel and had the cure before they could put the coating on it. He stated that they need some dry weather as the moisture content has to be 6% and that they're hoping to get the coating down as it takes three days to get that completed.



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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 Hopkins.

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:35 p.m.

Jackie Cardoza  
Executive Assistant

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 11/4/2025**

**100-GENERAL FUND REVENUES**

**420230-BUILDING PERMITS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TWIN ELECTRIC OF CHICAGO	OVERPAYMENT ON PERMIT FEE	18.00
<b>INVOICES TOTAL:</b>		<b>18.00</b>
		<b>18.00</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	66.50
<b>INVOICES TOTAL:</b>		<b>66.50</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	STRATEGIC MEETINGS	187.79
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	85.24
<b>INVOICES TOTAL:</b>		<b>273.03</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	STRATEGIC MEETINGS	37.22
<b>INVOICES TOTAL:</b>		<b>37.22</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	ITEMS FOR MERRY & BRIGHT	551.09
** 1 BARTLETT SPORTS	4TH OF JULY BRANDING T-SHIRTS	3,700.00
<b>INVOICES TOTAL:</b>		<b>4,251.09</b>
		<b>4,627.84</b>

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ANCEL GLINK P.C.	PROFESSIONAL SERVICES	21,003.53
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	1,700.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	1,350.00
<b>INVOICES TOTAL:</b>		<b>24,053.53</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	GET FRESH WASTEWATER PRE-TREATMENT/ORDINA	2,235.89
1 HAMPTON LENZINI AND RENWICK INC	BARTLETT REVIEW-GRASSLANDS PHASE 1	255.00

\*\* Indicates pre-issue check.

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 INVOICES DUE ON/BEFORE 11/4/2025**

1 HAMPTON LENZINI AND RENWICK INC	551 READING DR ENGINEERING REVIEW	190.00
1 HAMPTON LENZINI AND RENWICK INC	NOVA 2 STORMWATER/ENGINEERING REVIEW	3,142.50
1 HAMPTON LENZINI AND RENWICK INC	BARTLETT REVIEW-HANOVER TOWNSHIP EXPANSI	1,072.50
1 HAMPTON LENZINI AND RENWICK INC	1105 W LAKE ST ENGINEERING REVIEW	917.50
1 HAMPTON LENZINI AND RENWICK INC	995 E DEVON AVE STRMWATER/ENGINEERING REV1	2,335.00
1 HAMPTON LENZINI AND RENWICK INC	1320 BREWSTER CREEK ENGINEERING REVIEW	3,710.00
	<u>INVOICES TOTAL:</u>	<u>13,858.39</u>

**523600-SOCIAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHEAST DUPAGE FAMILY	SOCIAL WORKER PROGRAM	8,517.64
	<u>INVOICES TOTAL:</u>	<u>8,517.64</u>

46,429.56

**1210-LIABILITY INSURANCE**

**544200-LIABILITY INS DEDUCTIBLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGE	SEPTEMBER 2025 DEDUCTIBLE	11,852.65
1 INTERGOVERNMENTAL RISK MGMT AGE	AUGUST 2025 DEDUCTIBLE	28,202.03
	<u>INVOICES TOTAL:</u>	<u>40,054.68</u>

40,054.68

**1400-FINANCE**

**522400-SERVICE AGREEMENTS**

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

**523500-AUDIT SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EHLERS & ASSOCIATES INC	ACFR TABLES	590.00
1 GOVERNMENT FINANCE OFFICERS	COA REVIEW FEE - FY 2025	590.00
1 LAUTERBACH & AMEN LLP	AUDIT SERVICES	4,465.00
	<u>INVOICES TOTAL:</u>	<u>5,645.00</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	96.98
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	161.17
	<u>INVOICES TOTAL:</u>	<u>258.15</u>

5,931.15

**1500-PLANNING & DEV SERVICES**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 11/4/2025**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	38.22
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	27.34
	<b>INVOICES TOTAL:</b>	<b>65.56</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	127.95
** 1 WEX BANK	FUEL PURCHASES - SEPT 2025	11.00
	<b>INVOICES TOTAL:</b>	<b>138.95</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	CHAIR	325.00
	<b>INVOICES TOTAL:</b>	<b>325.00</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - SEPT 2025	535.00
	<b>INVOICES TOTAL:</b>	<b>535.00</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	118.21
	<b>INVOICES TOTAL:</b>	<b>118.21</b>

**546900-CONTINGENCIES**

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

1,357.72

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AT&T	SUBPOENA FEES	95.00
1 COMCAST	CABLE SERVICE	225.54
1 JOHNSON CONTROLS SECURITY SOLUTIONS	SEMI ANNUAL BILLING	310.10
1 VERIZON WIRELESS	WIRELESS SERVICES	72.02
1 VERIZON WIRELESS	WIRELESS SERVICES	36.01
	<b>INVOICES TOTAL:</b>	<b>738.67</b>

**530100-MATERIALS & SUPPLIES**

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

**VILLAGE OF BARTLETT  
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1 AMAZON CAPITAL SERVICES INC	TONER	49.59
1 AMAZON CAPITAL SERVICES INC	MAVERICK HALLOWEEN COSTUME/LUMBAR PILLC	54.98
1 DELL COMPUTER CORP	DELL PRO 34 PLUS HUB MONITOR	2,562.72
1 WAREHOUSE DIRECT	TONER	143.52
1 WCS PHOTOGRAPHY	2025 DEPARTMENT PHOTOS	306.00
		<u>INVOICES TOTAL: 3,116.81</u>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	UNIFORM APPAREL	346.50
		<u>INVOICES TOTAL: 346.50</u>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WEATHERTAP.COM	ANNUAL SUBSCRIPTION	189.95
		<u>INVOICES TOTAL: 189.95</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - SEPT 2025	13,615.23
		<u>INVOICES TOTAL: 13,615.23</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	MAINTENANCE SUPPLIES	29.45
1 WAREHOUSE DIRECT	MAINTENANCE SUPPLIES	31.62
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	192.16
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	19.99
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	173.01
		<u>INVOICES TOTAL: 446.23</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AKEEL ABDELHADI	TRAINING EXPENSES	102.00
1 AKEEL ABDELHADI	TRAINING EXPENSES	102.00
1 AKEEL ABDELHADI	TRAINING EXPENSES	102.00
1 AKEEL ABDELHADI	TRAINING EXPENSES	102.00
1 AKEEL ABDELHADI	TRAINING EXPENSES	102.00
1 LAW ENFORCEMENT RECORDS	HOLIDAY MEETING/H SUMNER	50.00
1 PETE RAKIEWICZ	TRAINING EXPENSES	183.60
1 ROBERT SWEENEY	IACP CONFERENCE EXPENSES	5,564.90
1 DYLAN VILLAREAL	TRAINING EXPENSES	183.60
		<u>INVOICES TOTAL: 6,492.10</u>

**542810-SAFETY PROGRAM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 NORTH AMERICAN RESCUE	RAPID RESPONSE MEDICAL BAGS	2,415.48

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 2,415.48

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	ITEMS FOR CEU EVENTS	104.98
		<u>INVOICES TOTAL: 104.98</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT WOMAN'S CLUB	RED POINSETTIAS	88.00
		<u>INVOICES TOTAL: 88.00</u>

**570105-EQUITABLE SHARING EXPENSE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MCGRATH NISSAN INC	2026 NISSAN ROGUE	31,190.70
1 SUMURI LLC	FORENSIC COMPUTER	8,049.00
		<u>INVOICES TOTAL: 39,239.70</u>

66,793.65

**1800-STREET MAINTENANCE**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	12.00
		<u>INVOICES TOTAL: 12.00</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,309.17
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	29.05
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	282.77
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	9,087.03
1 NICOR GAS	GAS BILL	155.90
1 NICOR GAS	GAS BILL	66.45
		<u>INVOICES TOTAL: 10,930.37</u>

**527100-SERVICES TO MAINTAIN STREETS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRIMCO INC	MATERIALS & SUPPLIES	498.78
1 WELCH BROS INC	DUMP ASPHALT GRINDINGS	50.00
1 WELCH BROS INC	DUMP ASPHALT GRINDINGS	50.00
1 WELCH BROS INC	DUMP ASPHALT GRINDINGS	50.00
		<u>INVOICES TOTAL: 648.78</u>

**527110-SVCS TO MAINTAIN TRAFFIC SIGS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY TREASURER	TRAFFIC SIGNAL MAINTENANCE	452.50

\*\* Indicates pre-issue check.

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1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	962.00
	<u>INVOICES TOTAL:</u>	<u>1,414.50</u>

**527113-SERVICES TO MAINT. GROUNDS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLARENCE DAVIDS & COMPANY	TREE LIGHTING INSTALLATION	7,513.50
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE - OCT 2025	2,645.00
	<u>INVOICES TOTAL:</u>	<u>10,158.50</u>

**527130-SIDEWALK & CURB REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	3,368.25
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	3,256.00
1 MACKIE CONSULTANTS LLC	THE GRASSLANDS-ENGINEERING SERVICES	4,555.00
1 WELCH BROS INC	MATERIALS & SUPPLIES	71.00
	<u>INVOICES TOTAL:</u>	<u>11,250.25</u>

**527140-TREE TRIMMING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BURKE LLC	METRA & TOWN CENTER IMPROVEMENT PROJECT	536,980.28
	<u>INVOICES TOTAL:</u>	<u>536,980.28</u>

**527150-BRUSH COLLECTION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TREES R US INC	SEMI-ANNUAL BRUSH COLLECTION	44,696.40
1 TREES R US INC	SEMI-ANNUAL BRUSH COLLECTION	44,696.40
	<u>INVOICES TOTAL:</u>	<u>89,392.80</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	MAINTENANCE SUPPLIES	340.49
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	99.60
	<u>INVOICES TOTAL:</u>	<u>440.09</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	59.99
	<u>INVOICES TOTAL:</u>	<u>59.99</u>

**532010-FUEL PURCHASES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - SEPT 2025	5,511.92
	<u>INVOICES TOTAL:</u>	<u>5,511.92</u>

**532200-OFFICE SUPPLIES**

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

**VILLAGE OF BARTLETT  
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1 WAREHOUSE DIRECT	OFFICE SUPPLIES	53.42
	<b>INVOICES TOTAL:</b>	<b>53.42</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACME TRUCK BRAKE & SUPPLY CO	MAINTENANCE SUPPLIES	582.69
1 ACME TRUCK BRAKE & SUPPLY CO	MAINTENANCE SUPPLIES	42.55
1 ACME TRUCK BRAKE & SUPPLY CO	CREDIT MEMO	-192.00
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	218.90
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	60.78
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	32.70
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	23.07
1 MONROE TRUCK EQUIPMENT INC	PLOW ACCESSORIES	3,910.91
	<b>INVOICES TOTAL:</b>	<b>4,679.60</b>

**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	2,986.86
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	6,458.80
1 GRIMCO INC	MATERIALS & SUPPLIES	206.66
1 HIGH STAR TRAFFIC	STREET MAINTENANCE MATERIALS	1,367.20
1 HIGH STAR TRAFFIC	STREET MAINTENANCE MATERIALS	409.50
	<b>INVOICES TOTAL:</b>	<b>11,429.02</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KINNEY HEATING & AIR	HEATER INSTALLATION	7,500.00
1 MIDWEST TRADING HORTICULTURAL	SEED PURCHASE	100.00
	<b>INVOICES TOTAL:</b>	<b>7,600.00</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FERGUSON WATERWORKS #1934	WATER METERS & SUPPLIES	2,260.36
	<b>INVOICES TOTAL:</b>	<b>2,260.36</b>

**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	M&M FEMA NATIVE BASINS	340.00
1 HAMPTON LENZINI AND RENWICK INC	COUNTRY CREEK STABILIZATION	22,280.00
1 WELCH BROS INC	MATERIALS & SUPPLIES	1,972.50
	<b>INVOICES TOTAL:</b>	<b>24,592.50</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BEACON BID	ONLINE BIDDING PLATFORM PURCHASE	833.33
1 MULTISYSTEM MANAGEMENT COMPANY	JANITORIAL SERVICES	93.33
1 MULTISYSTEM MANAGEMENT COMPANY	JANITORIAL SERVICES	190.40

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 1,117.06

718,531.44

**2200-MFT EXPENDITURES**

**583005-MFT MAINTENANCE PROGRAM**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHASTAIN & ASSOCIATES LLC	OAK AVE RESURFACING PROJECT	1,047.27
	<u>INVOICES TOTAL:</u>	<u>1,047.27</u>
		1,047.27

**430000-DEVELOPER DEPOSITS FUND**

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BRIDGEWATER GENERAL CONTRACTING	BOND REFUND - 2260 GRAHAM ST	83,748.50
1 DR HORTON	BOND REFUND-1279 WILDFLOWER LN	3,500.00
	<u>INVOICES TOTAL:</u>	<u>87,248.50</u>
		87,248.50

**4450-LAKE ST TIF EXPENDITURES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ANCEL GLINK P.C.	PROFESSIONAL SERVICES	7,495.00
	<u>INVOICES TOTAL:</u>	<u>7,495.00</u>
		7,495.00

**5000-WATER OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BEACON BID	ONLINE BIDDING PLATFORM PURCHASE	833.33
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE - OCT 2025	1,562.00
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	12.00
	<u>INVOICES TOTAL:</u>	<u>2,407.33</u>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	388.70
	<u>INVOICES TOTAL:</u>	<u>388.70</u>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	OCTOBER 2025 BILLING	722.19

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 722.19

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNWELL ENGINEERING GROUP INC	PROFESSIONAL SERVICES	5,384.00
		<u>INVOICES TOTAL: 5,384.00</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	25.89
1 NEXAMP INC	ELECTRIC BILL	938.08
1 NICOR GAS	GAS BILL	55.16
		<u>INVOICES TOTAL: 1,019.13</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MATERIALS & SUPPLIES	1,800.49
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	96.75
1 PORTER PIPE & SUPPLY	MATERIALS & SUPPLIES	1,157.08
1 USA BLUE BOOK	MAINTENANCE MATERIALS	156.58
1 ZIEBELL WATER SERVICE	MATERIALS & SUPPLIES	1,798.60
		<u>INVOICES TOTAL: 5,009.50</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - SEPT 2025	867.86
		<u>INVOICES TOTAL: 867.86</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	53.42
		<u>INVOICES TOTAL: 53.42</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	23.07
1 SWAN ANALYTICAL USA INC	REPAIRS TO CHLORINE ANALYZER	3,020.00
		<u>INVOICES TOTAL: 3,043.07</u>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KINNEY HEATING & AIR	HEATER INSTALLATION	7,500.00
		<u>INVOICES TOTAL: 7,500.00</u>

**534810-METER MAINTENANCE MATERIALS**

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

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1 FERGUSON WATERWORKS #1934	WATER METERS & SUPPLIES	10,544.58
	<b>INVOICES TOTAL:</b>	<b>10,544.58</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY	JANITORIAL SERVICES	93.33
1 MULTISYSTEM MANAGEMENT COMPANY	JANITORIAL SERVICES	190.40
	<b>INVOICES TOTAL:</b>	<b>283.73</b>
		<b>37,223.51</b>

**500000-WATER FUND**

**121054-WATER/SEWER BILLING A/R**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JAMES DESMIDT	WATER BILL OVERPAYMENT REFUND	100.00
1 FRANK SACCAMENO	FINAL WATER BILL OVERPAYMENT REFUND	837.70
	<b>INVOICES TOTAL:</b>	<b>937.70</b>
		<b>937.70</b>

**5090-WATER CAPITAL PROJECTS EXP**

**581020-WATER METER AUTOMATION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FERGUSON WATERWORKS #1934	WATER METERS & SUPPLIES	137,265.77
1 WATER SERVICES CO	PLUMBING REPAIRS	700.00
	<b>INVOICES TOTAL:</b>	<b>137,965.77</b>

**581030-WATER TOWER PAINTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DIXON ENGINEERING INC	WATER TOWER PROJECT	9,695.00
	<b>INVOICES TOTAL:</b>	<b>9,695.00</b>
		<b>147,660.77</b>

**5100-SEWER OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BEACON BID	ONLINE BIDDING PLATFORM PURCHASE	833.34
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE - OCT 2025	625.00
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	12.00
	<b>INVOICES TOTAL:</b>	<b>1,470.34</b>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	OCTOBER 2025 BILLING	722.19

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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INVOICES TOTAL: 722.19

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENVIROSCIENCE INC	ANALYTICAL TESTING	955.00
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	302.50
<u>INVOICES TOTAL:</u>		<u>1,257.50</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	81.00
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	0.01
1 NEXAMP INC	ELECTRIC BILL	2,390.57
1 NICOR GAS	GAS BILL	227.14
1 NICOR GAS	GAS BILL	153.08
1 NICOR GAS	GAS BILL	55.69
1 NICOR GAS	GAS BILL	56.43
<u>INVOICES TOTAL:</u>		<u>2,963.92</u>

**524210-SLUDGE REMOVAL**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	7,589.25
<u>INVOICES TOTAL:</u>		<u>7,589.25</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	52.88
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	269.82
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	1,009.00
1 PETROCHOICE LLC	MATERIALS & SUPPLIES	1,208.46
1 PETROCHOICE LLC	MATERIALS & SUPPLIES	1,460.30
<u>INVOICES TOTAL:</u>		<u>4,000.46</u>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRO CHEM INC	CHEMICAL SUPPLIES	1,305.33
<u>INVOICES TOTAL:</u>		<u>1,305.33</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - SEPT 2025	1,414.85
<u>INVOICES TOTAL:</u>		<u>1,414.85</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	68.32

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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INVOICES TOTAL: **68.32**

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HACH COMPANY	MATERIALS & SUPPLIES	666.20
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	23.07
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	115.87
1 VORTEX TECHNOLOGIES INC	METER CALIBRATION FEES	2,550.00
1 WELCH BROS INC	MATERIALS & SUPPLIES	420.00
<u>INVOICES TOTAL:</u>		<b>3,775.14</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	30.01
<u>INVOICES TOTAL:</u>		<b>30.01</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY	JANITORIAL SERVICES	93.34
1 MULTISYSTEM MANAGEMENT COMPANY	JANITORIAL SERVICES	190.40
<u>INVOICES TOTAL:</u>		<b>283.74</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STONEGATE ENTERPRISES INC	LABOR & MATERIALS FOR WATER RECLAMATION C	30,303.06
<u>INVOICES TOTAL:</u>		<b>30,303.06</b>

55,184.11

**510000-SEWER FUND**

**200504-FRWRD PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE CTY SEWER TREATMENT 10/25	3,455.49
<u>INVOICES TOTAL:</u>		<b>3,455.49</b>

3,455.49

**5190-SEWER CAPITAL PROJECTS EXP**

**582027-WWTP FACILITY IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STRAND ASSOCIATES INC	BITTERSWEET DR WRF-START UP & TRAINING	900.00
<u>INVOICES TOTAL:</u>		<b>900.00</b>

900.00

**5200-PARKING OPERATING EXPENSES**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 11/4/2025**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	149.80
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	85.00
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	23.37
1 NEXAMP INC	ELECTRIC BILL	662.86
1 VERIZON WIRELESS	WIRELESS SERVICES	42.24
<b>INVOICES TOTAL:</b>		<b>963.27</b>

**529000-OTHER CONTRACTUAL SERVICES**

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

**570200-BLDG & GROUNDS IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATTHEW BURRIS	PLUMBING REPAIRS	4,150.00
<b>INVOICES TOTAL:</b>		<b>4,150.00</b>

6,588.27

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	49.18
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	274.13
1 METROPOLITAN FIRE PROTECTION INC	2025 ANNUAL FIRE EXTINGUISHER INSPECTION	138.00
1 MULTISYSTEM MANAGEMENT COMPANY	JANITORIAL SERVICES	424.00
1 NITECH FIRE & SECURITY INDUSTRIES INC	BURGLAR ALARM MONITORING	113.85
1 ROSCOE CO	MATS	350.06
1 TERMINIX ANDERSON	PEST CONTROL SERVICES	129.25
<b>INVOICES TOTAL:</b>		<b>1,478.47</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 METROPOLITAN FIRE PROTECTION INC	2025 ANNUAL FIRE EXTINGUISHER INSPECTION	99.00
1 MOLTREE MECHANICAL	EQUIPMENT REPAIRS	1,890.00
1 MULTISYSTEM MANAGEMENT COMPANY	JANITORIAL SERVICES	848.20
<b>INVOICES TOTAL:</b>		<b>2,837.20</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	457.52
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	27.93
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	4,210.88
1 NEXAMP INC	ELECTRIC BILL	32.82

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 11/4/2025**

1 NICOR GAS	GAS BILL	398.00
		<u>INVOICES TOTAL:</u> <b>5,127.15</b>

**534200-GOLF CART MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	MAINTENANCE SUPPLIES	108.32
		<u>INVOICES TOTAL:</u> <b>108.32</b>

**534335-PURCHASES - MISC GOLF MDSE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	GOLF APPAREL	249.00
1 GHOST GOLF CLUB	MAGNETIC TOWELS	564.12
		<u>INVOICES TOTAL:</u> <b>813.12</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOR GUARD INC	MAINTENANCE SUPPLIES	1,360.45
		<u>INVOICES TOTAL:</u> <b>1,360.45</b>

11,724.71

**5510-GOLF MAINTENANCE EXPENSES**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,403.64
1 NICOR GAS	GAS BILL	132.66
1 NICOR GAS	GAS BILL	70.26
		<u>INVOICES TOTAL:</u> <b>1,606.56</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	80.43
1 DITCH WITCH MIDWEST	MAINTENANCE SUPPLIES	34.13
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	380.19
		<u>INVOICES TOTAL:</u> <b>494.75</b>

2,101.31

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SHARPENING	22.00
1 COMPLETE BAR SYSTEMS LLC	CLEAN BEER LINES	67.00
1 GORDON FOOD SERVICE INC	DISHMACHINE LEASE	157.50
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	112.50
1 MULTISYSTEM MANAGEMENT COMPAN)	JANITORIAL SERVICES	53.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 11/4/2025**

1 MULTISYSTEM MANAGEMENT COMPANY JANITORIAL SERVICES	116.50
<b>INVOICES TOTAL:</b>	<b>528.50</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	701.82
<b>INVOICES TOTAL:</b>		<b>701.82</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	66.33
<b>INVOICES TOTAL:</b>		<b>66.33</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE	100.00
<b>INVOICES TOTAL:</b>		<b>100.00</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	400.08
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	500.00
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	214.40
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	113.61
1 EUCLID BEVERAGE LLC	BEER PURCHASE	247.16
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	50.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	529.11
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	350.00
1 GRECO AND SONS INC	FOOD PURCHASE	100.00
1 GRECO AND SONS INC	FOOD PURCHASE	200.00
<b>INVOICES TOTAL:</b>		<b>2,704.36</b>

**4,101.01**

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALSCO	LINEN SERVICES	664.10
1 GORDON FOOD SERVICE INC	DISHMACHINE LEASE	157.50
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	112.50
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	91.67
1 MULTISYSTEM MANAGEMENT COMPANY	JANITORIAL SERVICES	53.00
1 MULTISYSTEM MANAGEMENT COMPANY	JANITORIAL SERVICES	116.50
<b>INVOICES TOTAL:</b>		<b>1,195.27</b>

**522500-EQUIPMENT RENTALS**

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

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 11/4/2025**

1 ELEGANT PRESENTATIONS INC	CHAIR RENTAL	935.00
		<u>INVOICES TOTAL: 935.00</u>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE KNOT WORLDWIDE INC	ADVERTISING	3,650.20
		<u>INVOICES TOTAL: 3,650.20</u>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	701.82
		<u>INVOICES TOTAL: 701.82</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	66.33
		<u>INVOICES TOTAL: 66.33</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	90.33
1 GORDON FOOD SERVICE INC	CREDIT MEMO	-319.79
1 GRECO AND SONS INC	FOOD PURCHASE	100.00
1 GRECO AND SONS INC	CREDIT MEMO	-26.10
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	63.98
1 MLA WHOLESALE INC	FLOWERS	273.45
		<u>INVOICES TOTAL: 181.87</u>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE BAKING INSTITUTE BAKERY CO	CAKE	274.74
1 THE BAKING INSTITUTE BAKERY CO	CAKE	323.49
1 THE BAKING INSTITUTE BAKERY CO	CAKE	160.99
1 THE BAKING INSTITUTE BAKERY CO	CAKE	85.99
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	630.00
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	464.64
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	1,035.33
1 GORDON FOOD SERVICE INC	CREDIT MEMO	-100.00
1 GORDON FOOD SERVICE INC	CREDIT MEMO	-100.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	529.11
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	1,976.42
1 GRECO AND SONS INC	FOOD PURCHASE	358.42
1 GRECO AND SONS INC	FOOD PURCHASE	704.59
1 GRECO AND SONS INC	FOOD PURCHASE	119.80
1 GRECO AND SONS INC	FOOD PURCHASE	282.32
1 GRECO AND SONS INC	FOOD PURCHASE	758.96
1 IL GIARDINO DEL DOLCE INC	CAKE	68.50
1 TURANO BAKING COMPANY	FOOD PURCHASE	165.93

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 11/4/2025**

1 TURANO BAKING COMPANY	FOOD PURCHASE	113.62
	<b>INVOICES TOTAL:</b>	<b>7,852.85</b>
		<b>14,583.34</b>

**5580-GOLF MIDWAY EXPENSES**

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	50.00
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	43.98
1 EUCLID BEVERAGE LLC	BEER PURCHASE	247.16
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	1,000.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	54.04
1 LAKESHORE BEVERAGE	BEER PURCHASE	85.08
1 LAKESHORE BEVERAGE	BEER PURCHASE	118.08
	<b>INVOICES TOTAL:</b>	<b>1,598.34</b>
		<b>1,598.34</b>

**6000-CENTRAL SERVICES EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	32.93
1 JOHNSON CONTROLS SECURITY SOLUTIO	QUARTERLY BILLING	274.13
1 JOHNSON CONTROLS SECURITY SOLUTIO	QUARTERLY BILLING	203.18
	<b>INVOICES TOTAL:</b>	<b>510.24</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	1,337.00
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	3,118.00
1 MULTISYSTEM MANAGEMENT COMPANY	JANITORIAL SERVICES	260.50
1 MULTISYSTEM MANAGEMENT COMPANY	JANITORIAL SERVICES	2,439.00
1 MULTISYSTEM MANAGEMENT COMPANY	JANITORIAL SERVICES	4,975.56
1 MULTISYSTEM MANAGEMENT COMPANY	JANITORIAL SERVICES	531.42
1 U.S. FIRE & SAFETY	ANNUAL MAINTENANCE AGREEMENT	294.11
1 U.S. FIRE & SAFETY	ANNUAL MAINTENANCE AGREEMENT	1,013.06
1 U.S. FIRE & SAFETY	ANNUAL MAINTENANCE AGREEMENT	262.11
1 U.S. FIRE & SAFETY	ANNUAL MAINTENANCE AGREEMENT	482.55
	<b>INVOICES TOTAL:</b>	<b>14,713.31</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	32.31
1 NEXAMP INC	ELECTRIC BILL	210.24
	<b>INVOICES TOTAL:</b>	<b>242.55</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 11/4/2025**

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	EVEREST KEYS FOR PUBLIC WORKS	51.00
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	257.95
1 AMAZON CAPITAL SERVICES INC	COFFEE CREAMER	74.26
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	360.24
	<b>INVOICES TOTAL:</b>	<b>743.45</b>

16,209.55

**6010-INFORMATION SYSTEMS**

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HEARTLAND BUSINESS SYSTEMS	ANNUAL AGREEMENT	450.74
1 VC3 INC	MONTHLY SERVICE AGREEMENT	2,499.00
	<b>INVOICES TOTAL:</b>	<b>2,949.74</b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,031.09
1 T-MOBILE	TELEPHONE BILL	768.66
	<b>INVOICES TOTAL:</b>	<b>4,799.75</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GLOBAL KNOWLEDGE TRAINING LLC	COMPTIA NETWORK PLUS TRAINING	2,460.75
	<b>INVOICES TOTAL:</b>	<b>2,460.75</b>

10,210.24

**GRAND TOTAL:**

**1,292,013.16**

GENERAL FUND	883,744.04
MOTOR FUEL TAX FUND	1,047.27
DEVELOPER DEPOSITS FUND	87,248.50
LAKE ST TIF	7,495.00
WATER FUND	185,821.98
SEWER FUND	59,539.60
PARKING FUND	6,588.27
GOLF FUND	34,108.71
CENTRAL SERVICES FUND	26,419.79
<b>GRAND TOTAL</b>	<b>1,292,013.16</b>

\*\* Indicates pre-issue check.

## COMMISSION APPOINTMENTS

### *Community and Economic Affairs Commission*

#### One-Year Term

1. With the advice and consent of the Village Board, I appoint Robert Gorski to serve a one-year term on the Community and Economic Affairs Commission beginning November 4, 2025, and expiring November 4, 2026

*Motion to Concur to the appointment of Robert Gorski to serve a one-year term on the Community and Economic Affairs Commission beginning November 4, 2025, and expiring November 4, 2026*

2. With the advice and consent of the Village Board, I appoint Gerald Kubaszko to serve a one-year term on the Community and Economic Affairs Commission beginning November 4, 2025, and expiring November 4, 2026

*Motion to Concur to the appointment of Gerald Kubaszko to serve a one-year term on the Community and Economic Affairs Commission beginning November 4, 2025, and expiring November 4, 2026*

3. With the advice and consent of the Village Board, I appoint Bruce Suffern to serve a one-year term on the Community and Economic Affairs Commission beginning November 4, 2025, and expiring November 4, 2026

*Motion to Concur to the appointment of Bruce Suffern to serve a one-year term on the Community and Economic Affairs Commission beginning November 4, 2025, and expiring November 4, 2026*

## COMMISSION APPOINTMENTS

### Community and Economic Affairs Commission

#### Two-Year Term

1. With the advice and consent of the Village Board, I appoint Dave Wetherton to serve a two-year term on the Community and Economic Affairs Commission beginning November 4, 2025, and expiring November 4, 2027

*Motion to Concur to the appointment of Dave Wetherton to serve a two-year term on the Community and Economic Affairs Commission beginning November 4, 2025, and expiring November 4, 2027*

2. With the advice and consent of the Village Board, I appoint Kinga Szkotak to serve a two-year term on the Community and Economic Affairs Commission beginning November 4, 2025, and expiring November 4, 2027

*Motion to Concur to the appointment of Kinga Szkotak to serve a two-year term on the Community and Economic Affairs Commission beginning November 4, 2025, and expiring November 4, 2027*

3. With the advice and consent of the Village Board, I appoint Blake Koch to serve a two-year term on the Community and Economic Affairs Commission beginning November 4, 2025, and expiring November 4, 2027

*Motion to Concur to the appointment of Blake Koch to serve a two-year term on the Community and Economic Affairs Commission beginning November 4, 2025, and expiring November 4, 2027*

## COMMISSION APPOINTMENTS

### Community and Economic Affairs Commission

#### Three-Year Term

1. With the advice and consent of the Village Board, I appoint Mike Densford to serve a three-year term on the Community and Economic Affairs Commission beginning November 4, 2025, and expiring November 4, 2028

*Motion to Concur to the appointment of Mike Densford to serve a three-year term on the Community and Economic Affairs Commission beginning November 4, 2025, and expiring November 4, 2028*

2. With the advice and consent of the Village Board, I appoint Kirsten Erickson to serve a three-year term on the Community and Economic Affairs Commission beginning November 4, 2025, and expiring November 4, 2028

*Motion to Concur to the appointment of Kirsten Erickson to serve a three-year term on the Community and Economic Affairs Commission beginning November 4, 2025, and expiring November 4, 2028*

3. With the advice and consent of the Village Board, I appoint Margaret O'Hare to serve a three-year term on the Community and Economic Affairs Commission beginning November 4, 2025, and expiring November 4, 2028

*Motion to Concur to the appointment of Margaret O'Hare to serve a three-year term on the Community and Economic Affairs Commission beginning November 4, 2025, and expiring November 4, 2028*

4. With the advice and consent of the Village Board, I appoint Amy Tolosky to serve a three-year term on the Community and Economic Affairs Commission beginning November 4, 2025, and expiring November 4, 2028

*Motion to Concur to the appointment of Amy Tolosky to serve a three-year term on the Community and Economic Affairs Commission beginning November 4, 2025, and expiring November 4, 2028*

## **COMMISSION APPOINTMENTS**

### **Planning and Zoning Commission**

#### **Four-Year Term**

1. With the advice and consent of the Village Board, I appoint John Borkgren to serve a four-year term on the Planning and Zoning Commission beginning November 4, 2025, and expiring November 4, 2029

*Motion to Concur to the appointment of John Borkgren to serve a four-year term on the Planning and Zoning Commission beginning November 4, 2025, and expiring November 4, 2029*

## Jacqueline Cardoza

---

**From:** webmaster@bartlettil.gov  
**Sent:** Monday, October 27, 2025 9:07 PM  
**To:** Jacqueline Cardoza; Paula Schumacher; Gabrielle Infusino  
**Subject:** Board & Commission Application

**CAUTION** This e-mail originated **outside** of the Village of Bartlett. **DO NOT** click links or open attachments unless you are expecting the email and know the content is safe. If you have any doubt, contact the sender by phone to confirm.

A new entry to a form/survey has been submitted.

**Form Name:** Village of Bartlett Board & Commission Application  
**Date & Time:** 10/27/2025 7:07 PM  
**Response #:** 93  
**Submitter ID:** 5375  
**IP address:** 97.78.195.242  
**Time to complete:** 7 min. , 46 sec.

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### Survey Details

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#### Page 1

**1. Please answer all of the questions below.**

**Name:** David  
**Address:** Wetherton  
**Phone:**  
**Email:**  
**How long have you been a Bartlett resident?** 52 Years

**2. Please check the box of the commission(s) you are interested in joining:**

Economic Development Commission

**3. Please explain your experience and qualifications as they relate to this position:**

I have a successful 40-year history in business that has led me to hold many advancing and executive positions during that time. Most of my career has been in the Food Industry with my primary focus being on perishable grocery retail and manufacturing. I have extensive experience in managing large and complex operations within the food brokerage industry, major CGG companies, both privately and publicly held, and have worked within many community service and charitable organizations. I have served on boards within local charitable and religious organizations in the Bartlett community. I have operated my own corporation and truly have embraced an entrepreneurial spirit my entire life. I have a long tenure with the Bartlett community living here over 50 years. I was raised in Bartlett by my parents (Norm, Carolyn) who still reside in Bartlett, chose Bartlett as my adult home, raised my family (4 boys Robby, Blake, Grant, and Michael) with my wife of 39 years (Tracy) and plan to be here for the foreseeable future. Bartlett is a great community, and I know that I could serve as a valuable asset on the Economic Development Commission for the Village of Bartlett.

## Jacqueline Cardoza

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**From:** webmaster@bartlettil.gov  
**Sent:** Tuesday, June 10, 2025 9:20 PM  
**To:** Jacqueline Cardoza; Paula Schumacher; Gabrielle Infusino  
**Subject:** Board & Commission Application

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A new entry to a form/survey has been submitted.

**Form Name:** Village of Bartlett Board & Commission Application  
**Date & Time:** 06/10/2025 7:20 PM  
**Response #:** 79  
**Submitter ID:** 5351  
**IP address:** 2607:fb91:2233:4da9:c4d1:44f4:d3e4:37a4  
**Time to complete:** 2 min. , 0 sec.

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### Survey Details

#### Page 1

**1. Please answer all of the questions below.**

**Name:** KINGA SZKOTAK  
**Address:** 1348 Batavia Ct, bartlett  
**Phone:** [REDACTED]  
**Email:** [REDACTED]  
**How long have you been a Bartlett resident?** 3

**2. Please check the box of the commission(s) you are interested in joining:**

Economic Development Commission

**3. Please explain your experience and qualifications as they relate to this position:**

As a salon and spa suite owner in Bartlett (Beauty Empire Salon and Spa Suites), I bring hands-on experience in launching and growing small businesses. I've worked closely with contractors, village staff, and local professionals to navigate permits, renovations, and marketing. I also organize community events to support local entrepreneurs. I'm passionate about contributing to Bartlett's growth and would bring a strong small business perspective to the EDC.

Thank you,  
Village of Bartlett

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This is an automated message generated by Granicus. Please do not reply directly to this email.

## Jacqueline Cardoza

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**From:** webmaster@bartlettil.gov  
**Sent:** Friday, June 13, 2025 12:47 PM  
**To:** Jacqueline Cardoza; Paula Schumacher; Gabrielle Infusino  
**Subject:** Board & Commission Application

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A new entry to a form/survey has been submitted.

**Form Name:** Village of Bartlett Board & Commission Application  
**Date & Time:** 06/13/2025 10:46 AM  
**Response #:** 85  
**Submitter ID:** 5357  
**IP address:** 2601:246:5d01:8bf0:85f7:177b:1657:3636  
**Time to complete:** 21 min. , 10 sec.

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### Survey Details

#### Page 1

**1. Please answer all of the questions below.**

**Name:** BLAKE KOCH  
**Address:** 641 MORNING GLORY LANE  
**Phone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_  
**How long have you been a Bartlett resident?** 4 years

**2. Please check the box of the commission(s) you are interested in joining:**

Economic Development Commission  
 Planning & Zoning Commission

**3. Please explain your experience and qualifications as they relate to this position:**

As a former Co-Owner of a successful Logistics and Trucking Company, I know what it takes to build prosperity and how to create a roadmap to success. For 10 years, I ran the day to day operations while adhering to our long term goals. While often stressful and challenging, it gave me the discipline needed to handle any situation and the foresight needed to stay on target to achieve the goals needed not only for my business, but our customers continued success as well.

As a married father of two daughters, it is vital to me on a personal level to help guide Bartlett into a better future. I want to raise my family in a town where they have every opportunity available to help them achieve their dreams.

In the spring of 2026, I will be opening a restaurant in the downtown area of Bartlett to help contribute to the economic success and provide employment opportunities for its residents.

**Jacqueline Cardoza**

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**From:** webmaster@bartlettil.gov  
**Sent:** Thursday, June 12, 2025 7:53 PM  
**To:** Jacqueline Cardoza; Paula Schumacher; Gabrielle Infusino  
**Subject:** Board & Commission Application

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A new entry to a form/survey has been submitted.

**Form Name:** Village of Bartlett Board & Commission Application  
**Date & Time:** 06/12/2025 5:53 PM  
**Response #:** 84  
**Submitter ID:** 5356  
**IP address:** 73.209.176.164  
**Time to complete:** 8 min. , 44 sec.

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**Survey Details**

**Page 1**

**1. Please answer all of the questions below.**

**Name:** Margaret O'Hare  
**Address:** 455 Tennyson Road  
**Phone:** [REDACTED]  
**Email:** [REDACTED]  
**How long have you been a Bartlett resident?** 12

**2. Please check the box of the commission(s) you are interested in joining:**

Planning & Zoning Commission

**3. Please explain your experience and qualifications as they relate to this position:**

I have been a successful business owner in Bartlett since 2013. I moved my business twice to grow in downtown Bartlett. I would like to learn about other new businesses eager to enjoy the environment that Bartlett offers. I love Bartlett. This is where my family, especially my grandsons, will thrive! I am active with various Bartlett clubs and hope to be a voice for bringing new ideas and businesses to Bartlett.

Thank you,  
Village of Bartlett

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This is an automated message generated by Granicus. Please do not reply directly to this email.

## Jacqueline Cardoza

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**From:** webmaster@bartlett.il.gov  
**Sent:** Monday, October 27, 2025 1:33 PM  
**To:** Jacqueline Cardoza; Paula Schumacher; Gabrielle Infusino  
**Subject:** Board & Commission Application

**CAUTION** This e-mail originated **outside** of the Village of Bartlett. **DO NOT** click links or open attachments unless you are expecting the email and know the content is safe. If you have any doubt, contact the sender by phone to confirm.

A new entry to a form/survey has been submitted.

**Form Name:** Village of Bartlett Board & Commission Application  
**Date & Time:** 10/27/2025 11:33 AM  
**Response #:** 92  
**Submitter ID:** 5374  
**IP address:** 98.228.170.76  
**Time to complete:** 1 min. , 51 sec.

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### Survey Details

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#### Page 1

**1. Please answer all of the questions below.**

**Name:** Amy Tolosky  
**Address:** 1017 Apple valley drive  
**Phone:** [REDACTED]  
**Email:** [REDACTED]  
**How long have you been a Bartlett resident?** 43 years

**2. Please check the box of the commission(s) you are interested in joining:**

Economic Development Commission

**3. Please explain your experience and qualifications as they relate to this position:**

I am a long time resident with 20 years of tax experience.

Thank you,  
Village of Bartlett

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This is an automated message generated by Granicus. Please do not reply directly to this email.



## Jacqueline Cardoza

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**From:** webmaster@bartlettil.gov  
**Sent:** Tuesday, June 10, 2025 8:43 PM  
**To:** Jacqueline Cardoza; Paula Schumacher; Gabrielle Infusino  
**Subject:** Board & Commission Application

**CAUTION** This e-mail originated **outside** of the Village of Bartlett. **DO NOT** click links or open attachments unless you are expecting the email and know the content is safe. If you have any doubt, contact the sender by phone to confirm.

A new entry to a form/survey has been submitted.

**Form Name:** Village of Bartlett Board & Commission Application  
**Date & Time:** 06/10/2025 6:42 PM  
**Response #:** 78  
**Submitter ID:** 5350  
**IP address:** 2601:246:4500:c160:bc7f:998f:1e0d:d4ee  
**Time to complete:** 6 min. , 13 sec.

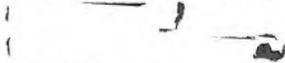
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### Survey Details

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#### Page 1

**1. Please answer all of the questions below.**

**Name:** John Borkgren  
**Address:** 281 S HICKORY AVENUE  
**Phone:**   
**Email:**   
**How long have you been a Bartlett resident?** 29 years

**2. Please check the box of the commission(s) you are interested in joining:**

Economic Development Commission  
 Planning & Zoning Commission

**3. Please explain your experience and qualifications as they relate to this position:**

I am a licensed Architect and have over 40 years experience in the Design/Build and Development Real Estate Industry having completed millions of square feet of ground up built to suit developments throughout the U.S. I have presented to multiple Village Board of Trustees and understand the interworking of government.

Please see my linkedin profile: [www.linkedin.com/in/john-borkgren](http://www.linkedin.com/in/john-borkgren)  
Be sure to check out my nine recommendations.



# Agenda Item Executive Summary

**AGENDA ITEM:** #2025-11 Tobacco/Vape Stores

**BOARD OR COMMITTEE:** Board

## BUDGET IMPACT

**Amount** \$N/A

**Budgeted** \$N/A

**Fund:** N/A

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

## EXECUTIVE SUMMARY

Staff is requesting a text amendment to prohibit tobacco and vape stores in the B-1 and B-2 zoning districts and designated tobacco and vape stores as a special use in the B-3 and B-4 zoning districts.

The Planning & Zoning Commission held the required public hearing and **recommended approval** of the text amendment at their October 2, 2025 meeting.

The Building & Zoning Committee reviewed the text amendment at their meeting on **October 21, 2025**. The Committee forwarded the petition to the Village Board for a final vote.

## ATTACHMENTS (PLEASE LIST)

Memo, ordinance

## RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine  Complex

Long Term (3-5 Years): Routine  Complex

## ACTION REQUESTED

For Discussion Only

Resolution

Ordinance - Move to approve Ordinance #2025-\_\_\_\_ An Ordinance Amending the Bartlett Zoning Code Regarding Tobacco/Vape Stores

Motion

Staff: Kristy Stone, PDS Director

Date:

October 24, 2025

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**

**25-69**

DATE: October 24, 2025

TO: Paula Schumacher, Village Administrator

FROM: Kristy Stone, Planning & Development Services Director

RE: **(#25-11) Tobacco/Vape Stores**

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**BACKGROUND**

At the June 3, 2025 Committee of the Whole meeting, trustees requested staff to require tobacco/vape stores to obtain a special use permit within the Village. The Village Attorney stated some communities require special use permits but the Village would have to complete the public hearing process for a text amendment.

As Zoning Administrator, I initiated an application for a text amendment to:

- Prohibit tobacco/vape stores in the B-1 Village Center District and B-2 Local Convenience District
- Require a Special Use Permit for new tobacco/vape stores in the B-3 Neighborhood Shopping District and B-4 Community Shopping District
- Tobacco/Vape Stores would be defined as follows:
  - Tobacco/Vape Store: A retail establishment where the primary function is the sale of tobacco or tobacco related products, electronic cigarettes, vape or vaping products, or alternative nicotine products.
- All seven (7) existing tobacco/vape stores would be grandfathered and would become legal non-conforming uses subject to Chapter 10 of the Village's zoning code.
  - Any existing tobacco/vape store located in the B-1 or B-2 Districts would be able to continue to operate but may not expand or enlarge the tobacco/vape store operation. If any tobacco/vape store in the B-1 or B-2 Districts ceases to operate for a period of 6 consecutive months, then the legal non-conforming status would be eliminated.
  - An existing tobacco/vape store located in the B-3 or B-4 District would be able to continue to operate without obtaining a special use permit. However, any expansion or alteration of the existing tobacco/vape store operation would trigger the need for a special use permit.

**DISCUSSION**

1. Six (6) of the seven (7) existing tobacco/vape stores are located within the B-3 Zoning District. The majority of the commercial zoning districts are either B-3 or B-4. By prohibiting tobacco/vape stores in the B-1 and B-2 Zoning Districts, it would prevent a new tobacco/vape store from opening in downtown Bartlett.

Existing tobacco/vape store locations which will become legal non-conforming at the following addresses:

<b>Business Name</b>	<b>Address</b>	<b>Zoning District</b>
Uncle Stu's Smoke & Vape	107 E Lake Street	B-3
Skytec Tobacco	148 Bartlett Plaza	B-3 PUD
Smoke O Vapor	861 Route 59	B-3
Stearns Tobacco	923 Route 59	B-3
Wise Guy Vape	943 Route 59	B-3
Pure Cloud Smoke Shop	960 S. Bartlett Road	B-2 PUD
Exclusive Smoke & Vape	1066 Army Trail Road	B-3

The 2025 Zoning Map can be viewed at:

<https://maps.vbartlett.org/Hub/PDFMaps/Zoning2025.pdf>

2. The proposed text amendment language is as follows (additions in **bold and underline** and deletions in ~~strikethrough~~):

**10-2-2: DEFINITIONS:**

The following words and terms shall have the meaning set forth, except where otherwise specifically indicated. Words and terms not defined shall have the meaning indicated by common dictionary definition.

[...]

**TOBACCO/VAPE STORE: A retail establishment where the primary function is the sale of tobacco or tobacco related products, electronic cigarettes, vape or vaping products, or alternative nicotine products.**

[...]

**10-6A-3: PERMITTED USES:**

“The following uses are permitted within the B-1 village center district, in accordance with the conditions specified, and subject to site plan review as set forth in this title. Unless otherwise specifically set forth, wherever a permitted use is named as a major category, it shall be deemed to include only those itemized uses listed under the said category. No building or zoning lot in the B-1 Village Center District shall be devoted to any use other than a use permitted in the B-1 Village Center District and no building or structure in the B-1 Village Center District shall be erected, altered, enlarged, or occupied except for a permitted use in the B-1 Village Center District unless otherwise specifically allowed in this Title.

Uses lawfully established on the effective date of this Title and rendered nonconforming by the provisions thereof shall be subject to the regulations of Chapter 10.

The following uses are permitted in the B-1 Village Center District:

A. Retail Uses:

[...]

Tobacco Shops  
[...]

**10-6A-6: PROHIBITED USES:**

"All uses not expressly authorized under "permitted, special or accessory uses" are expressly prohibited.

The following, and uses similar to the following, illustrate prohibited uses:

[.....]

**Tobacco/Vape Store**

[...]

**10-6B-6: PROHIBITED USES:**

All uses not expressly authorized under "permitted, special or accessory uses" are expressly prohibited.

The following, and uses similar to the following, illustrate prohibited uses:

[.....]

**Tobacco/Vape Store**

[...]

**10-6C-4: SPECIAL USES:**

Special uses, as hereinafter listed, may be allowed subject to the issuance of special use permits in accordance with the provisions of chapter 13 of this title.

The following uses are special uses in the B-3 district:

[.....]

**Tobacco/Vape Store**

[...]

**10-6D-4: SPECIAL USES:**

Special uses, as hereinafter listed, may be allowed subject to the issuance of special use permits in accordance with the provisions of chapter 13 of this title.

The following uses are special uses in the B-4 district:

[.....]

**Tobacco/Vape Store**

[...]

**RECOMMENDATION**

1. The Planning & Zoning Commission conducted the public hearing on the proposed text amendment on October 2, 2025 and **recommended approval** of the text amendment.

2. The Building & Zoning Committee reviewed the text amendment at their meeting on **October 21, 2025**. The Committee forwarded the petition to the Village Board for a final vote.
3. The ordinance is attached for your review.

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

**AN ORDINANCE AMENDING THE BARTLETT ZONING CODE  
REGARDING TOBACCO/VAPE STORES**

---

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

**WHEREAS**, the Village of Bartlett regulates development within the Village pursuant to its zoning ordinance codified at Title 10 of the Bartlett Municipal Code and entitled the "**Bartlett Zoning Code**" and related ordinances; and

**WHEREAS**, the Corporate Authorities of the Village amend the Bartlett Zoning Code and related ordinances from time to time in the public interest; and

**WHEREAS**, pursuant to Section 10-13-1 and Section 10-13-8 of the Bartlett Zoning Code, the Village's Zoning Administrator initiated a text amendment application to (1) amend Section 10-2-2 of the Bartlett Zoning Code to create a definition for "tobacco/vape stores"; (2) amend Section 10-6A-3 to eliminate tobacco stores as a permitted use in the B-1 Zoning District; (3) amend Section 10-6A-6 to add tobacco/vape stores as prohibited use in the B-1 Zoning District; (4) amend Section 10-6B-6 to add tobacco/vape stores as prohibited use in the B-2 Zoning District; (5) amend Section 10-6C-4 to add tobacco/vape stores as a special use in the B-3 Zoning District; and (6) amend Section 10-6D-4 to add tobacco/vape stores as a special use in the B-4 Zoning District (collectively, the "**Text Amendment**"); and

**WHEREAS**, pursuant to proper notice, the Bartlett Planning & Zoning Commission reviewed the proposed Text Amendment (Case #25-11), on October 21, 2025, and has recommended to the corporate authorities that the Text Amendment be adopted.

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

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

**SECTION TWO: Amendment to Section 10-2-2 of the Zoning Code.** That Title 10, Chapter 2, Section 10-2-2, entitled "DEFINITIONS" of the Bartlett Zoning Code is hereby amended as follows (additions in **bold and underline**, deletions in **~~strikethrough~~**):

"10-2-2: DEFINITIONS:

The following words and terms shall have the meaning set forth, except where otherwise specifically indicated. Words and terms not defined shall have the meaning indicated by common dictionary definition.

[...]

TITLE: The Bartlett zoning ordinance.

**TOBACCO/VAPE STORE: A retail establishment where the primary function is the sale of tobacco or tobacco related products, electronic cigarettes, vape or vaping products, or alternative nicotine products.**

TOWNHOUSE: An attached single-family residential housing design which typically contains three (3) or more dwelling units having one (1) or more walls adjoining with another dwelling and designed to have all exits open directly to the outside.”

**SECTION THREE: Amendment to Section 10-6A-3 of the Zoning Code.** That Title 10, Chapter 6A, Section 10-6A-3, entitled “PERMITTED USES” of the Bartlett Zoning Code is hereby amended as follows (additions in **bold and underline**, deletions in ~~strikethrough~~):

“10-6A-3: PERMITTED USES:

The following uses are permitted within the B-1 village center district, in accordance with the conditions specified, and subject to site plan review as set forth in this title. Unless otherwise specifically set forth, wherever a permitted use is named as a major category, it shall be deemed to include only those itemized uses listed under the said category. No building or zoning lot in the B-1 Village Center District shall be devoted to any use other than a use permitted in the B-1 Village Center District and no building or structure in the B-1 Village Center District shall be erected, altered, enlarged, or occupied except for a permitted use in the B-1 Village Center District unless otherwise specifically allowed in this Title.

Uses lawfully established on the effective date of this Title and rendered nonconforming by the provisions thereof shall be subject to the regulations of Chapter 10.

The following uses are permitted in the B-1 Village Center District:

[...]

Stationery stores.

~~Tobacco shops.~~

Tool and appliance shops, retail sales only, not repair.”

**SECTION FOUR: Amendment to Section 10-6A-6 of the Zoning Code.** That Title 10, Chapter 6A, Section 10-6A-6, entitled "PROHIBITED USES" of the Bartlett Zoning Code is hereby amended as follows (additions in **bold and underline**, deletions in ~~in-strikethrough~~):

"10-6A-6: PROHIBITED USES:

All uses not expressly authorized under "permitted, special or accessory uses" are expressly prohibited.

The following, and uses similar to the following, illustrate prohibited uses:

[...]

Monoash landfills, transfer stations, balefills, hazardous waste landfills, incinerators, garbage dumps, sanitary and solid waste landfills and uses accessory to or related to said uses. Trailer and semi-trailer storage lots.

**Tobacco/Vape Stores.**

Wholesale uses."

**SECTION FIVE: Amendment to Section 10-6B-6 of the Zoning Code.** That Title 10, Chapter 6A, Section 10-6B-6, entitled "PROHIBITED USES" of the Bartlett Zoning Code is hereby amended as follows (additions in **bold and underline**, deletions in ~~in-strikethrough~~):

"10-6B-6: PROHIBITED USES:

All uses not expressly authorized under "permitted, special or accessory uses" are expressly prohibited.

The following, and uses similar to the following, illustrate prohibited uses:

[...]

Taverns, cocktail lounges and package liquor stores.

**Tobacco/Vape Stores.**

Trailer and semi-trailer storage lots"

**SECTION SIX: Amendment to Section 10-6C-4 of the Zoning Code.** That Title 10, Chapter 6C, Section 10-6C-4, entitled "SPECIAL USES" of the Bartlett Zoning Code is hereby amended as follows (additions in **bold and underline**, deletions in ~~strikethrough~~):

"10-6C-4: SPECIAL USES:

Special uses, as hereinafter listed, may be allowed subject to the issuance of special use permits in accordance with the provisions of chapter 13 of this title.

The following uses are special uses in the B-3 district:

[...]

Taverns, cocktail lounges and package liquor stores.

**Tobacco/Vape Stores.**

Trailer and boat sales."

**SECTION SEVEN: Amendment to Section 10-6D-4 of the Zoning Code.** That Title 10, Chapter 6D, Section 10-6D-4, entitled "SPECIAL USES" of the Bartlett Zoning Code is hereby amended as follows (additions in **bold and underline**, deletions in ~~strikethrough~~):

"10-6D-4: SPECIAL USES:

Special uses, as hereinafter listed, may be allowed subject to the issuance of special use permits in accordance with the provisions of chapter 13 of this title.

The following uses are special uses in the B-4 district:

[...]

Theaters, open air, automobile, drive-in.

**Tobacco/Vape Stores.**

Trailer sales."

**SECTION EIGHT. 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 NINE. Repeal and Saving Clause.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict; 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 TEN. Effective Date.** This Ordinance shall be in full force and effect after its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: \_\_\_\_\_, 2025

APPROVED: \_\_\_\_\_, 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 Ordinance 2025- \_\_\_\_\_ enacted on November 3, 2025, and approved on November 3, 2025, same appears from the official records of the Village of Bartlett.

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



## Agenda Item Executive Summary

AGENDA ITEM: Estimated 2025 Property Tax Levy BOARD OR COMMITTEE: Board

### BUDGET IMPACT

Amount \$13,354,429

Budgeted

Fund: General, Police Pension, Debt Service

Corresponding Activity Measure: The 2025 proposed property tax levy has a \$483,910 increase from the 2024 property tax levy.

### EXECUTIVE SUMMARY

The Village Board discussed the proposed tax levy at the October 7<sup>th</sup> and October 21<sup>st</sup> Committee meetings. The next step is to establish the estimated 2025 property tax levy. An estimated levy must be established at least 20 days prior to adoption of the final levy, which is scheduled for December 2, 2025. This is a procedural matter that can be accomplished by adopting the motion below. The estimated property tax levy for 2025 totals \$13,354,429, a 2.17% increase from the 2024 extension. The Police Pension levy of \$3,153,930 is an increase of \$471,870 from the 2024 Police Pension levy with \$471,870 of the recommended contribution to be funded from the General fund.

### ATTACHMENTS (PLEASE LIST)

Memo

### 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 that the estimated 2025 property tax levy be established at \$13,354,429.

Staff: Matt Coulter, Finance Director

Date: October 28, 2025

**Village of Bartlett  
Finance Department Memo  
2025 - 09**

**DATE:** October 28, 2025  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Matt Coulter, Finance Director  
**SUBJECT:** 2025 Estimated Property Tax Levy

The Village Board discussed the proposed tax levy at the October 7<sup>th</sup> and October 21<sup>st</sup> Committee meetings. The next step is to establish the estimated 2025 property tax levy. An estimated levy must be established at least 20 days prior to adoption of the final levy, which is scheduled for December 2, 2025. This is a procedural matter that can be accomplished by adopting the motion below.

Below is a chart showing the estimated 2025 levy compared to the 2024 levy extension. The estimated property tax levy for 2025 totals \$13,354,429, a 2.17% increase from the 2024 extension. The Police Pension levy of \$3,153,930 is an increase of \$471,870 from the 2024 Police Pension levy with \$471,870 of the recommended contribution to be funded from the General fund.

<b>Proposed Levy Compared to Prior Year's Extension</b>				
	<b>2025</b>			
	<b>Proposed</b>	<b>2024</b>	<b>Increase</b>	<b>Percent</b>
	<b>Levy</b>	<b>Extension</b>	<b>(Decrease)</b>	<b>Change</b>
General Corporate	7,269,094	7,351,074	(81,980)	-1.12%
Police Pension	3,153,930	2,713,571	440,359	16.23%
Subtotal	10,423,024	10,064,645	358,379	3.56%
Debt Service	2,931,405	3,006,591	(75,186)	-2.50%
<b>TOTAL</b>	<b>13,354,429</b>	<b>13,071,236</b>	<b>283,193</b>	<b>2.17%</b>

**MOTION:** I move that the estimated 2025 property tax levy be established at \$13,354,429.



# Agenda Item Executive Summary

**AGENDA ITEM:** Appointment of Building and Code Enforcement **BOARD OR COMMITTEE:**  
Division Manager/Building Official Board

## BUDGET IMPACT

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

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

## EXECUTIVE SUMMARY

This information is being presented for the appointment of Hugo Viramontes as the Building and Code Enforcement Division Manager/Building Official for the Village of Bartlett. Mr. Viramontes has 20 years of experience as an electrical contractor and has served as a municipal building and electrical inspector for 9 years, most recently for the Village of Lombard. In addition, he serves as a National Electrical Code and Chicago Electrical Code exam preparation instructor. Mr. Viramontes holds numerous certifications from the International Code Council and is 1 of only 109 Certified Building Officials within the State of Illinois.

It is recommended that Hugo Viramontes be appointed to serve as the Building and Code Enforcement Division Manager/Building Official. His extensive field experience, comprehensive knowledge of residential and commercial building codes, and his strong communication skills make him the ideal candidate to lead the Building and Code Enforcement Division of the Planning & Development Services Department.

## ATTACHMENTS (PLEASE LIST)

Memo

### RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine  Complex

Long Term (3-5 Years): Routine  Complex

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion - I move to approve the Village President's appointment of Hugo Viramontes as the Building and Code Enforcement Division Manager/Building Official

Staff: Kristy Stone, PDS Director

Date:

October 27, 2025

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**

**25-070**

DATE: October 27, 2025

TO: Paula Schumacher, Village Administrator

FROM: Kristy Stone, Planning & Development Services Director 

RE: **Appointment of Building and Code Enforcement Division Manager/Building Official**

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This information is being presented for consideration of the appointment of Hugo Viramontes as the Building and Code Enforcement Division Manager/Building Official for the Village of Bartlett.

Mr. Viramontes began his career in 2005 as an electrical contractor with HV Electric. In 2016, he joined the Village of Wheeling as the Mechanical and Electrical Inspector, and he currently serves as Building and Electrical Inspector for the Village of Lombard. In these roles, he has supervised staff, performed plan reviews, conducted site inspections and collaborated effectively with contractors, homeowners and Village Staff.

For the past nine years, Mr. Viramontes has also served as an Exam Prep Instructor at CLEC Enterprises where he teaches the National Electrical Code (NEC) and Chicago Electrical Code (CEC). Through this role, he has mentored professionals that are pursuing ICC certifications and electrical licenses.

Mr. Viramontes recently obtained the ICC Certified Building Official (CBO) designation and is one of only 109 CBOs in the State of Illinois. In addition, he holds an additional 15 ICC certifications, including:

- Commercial Building Inspector,
- Residential Combination Inspector,
- Electrical Inspector (Commercial and Residential)
- Residential Energy Inspector/Plans Examiner,
- Property Maintenance and Housing Inspector,
- Residential Plumbing Inspector, and
- Fuel Gas Inspector

It is recommended that Hugo Viramontes be appointed to serve as the Building and Code Enforcement Division Manager/Building Official. His extensive field experience, comprehensive knowledge of residential and commercial building codes, and his strong communication skills make him the ideal candidate to lead the Building and Code Enforcement Division of the Planning & Development Services Department.

**RECOMMENDATION**

Motion: I move to approve the Village President's appointment of Hugo Viramontes as the Building and Code Enforcement Division Manager/Building Official.



# Agenda Item Executive Summary

**AGENDA ITEM:** IGA between the Village of Bartlett and the Bartlett Public Library District Relating to IPBC Benefits

**BOARD OR COMMITTEE:** Board

<b>Amount</b>	N/A	<b>Budgeted</b>	
<b>Fund:</b>	<b>Corresponding Activity Measure:</b>		
<b>EXECUTIVE SUMMARY</b>			
<p>The Bartlett Library District has requested that the Village of Bartlett list it as an eligible entity under the Village's IPBC membership. This sponsorship would allow the Library District to access the IPBC's benefit programs, which it cannot otherwise do independently due to size requirements.</p> <p>The sponsorship would not cost the village anything in terms of time, money or resources, but would serve as a gesture to a community taxing district to allow it to join the pool of entities to obtain more cost-effective benefit plans.</p>			
<b>ATTACHMENTS (PLEASE LIST)</b>			
<p>Memorandum explaining sponsorship            Resolution approving the intergovernmental agreement with the Library District            Intergovernmental Agreement with the Library District relating to IPBC Benefits</p>			
<b>RELATIONSHIP TO STRATEGIC PLAN GOAL</b>			
<p>Strategic Plan Goal: Maintain Positive Relationship with taxing bodies</p> <p>Short Term (1-3 Years):    Routine <input checked="" type="checkbox"/>    Complex <input type="checkbox"/></p> <p>Long Term (3-5 Years):    Routine <input type="checkbox"/>    Complex <input type="checkbox"/></p>			
<b>ACTION REQUESTED</b>			
<p><input type="checkbox"/> For Discussion Only  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Ordinance  <input type="checkbox"/> Motion: I move to approve Resolution 2025-___, a resolution approving an intergovernmental agreement between the Village of Bartlett and the Bartlett Public Library District Relating to IPBC Benefits.</p>			
<b>Staff:</b>	Janelle Terrance, HR Director	<b>Date:</b>	10/21/25

# Memorandum

**To:** Paula Schumacher, Village Administrator

**From:** Janelle Terrance, Human Resources Director

**Date:** October 21, 2025

**Re:** Intergovernmental Agreement between the Village of Bartlett and the Bartlett Library District

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The cost of providing health and life insurance benefits to employees and officials has continued to rise for local governments throughout Illinois. To address these challenges, many municipalities and local agencies have joined the Intergovernmental Personnel Benefit Cooperative (IPBC), a cooperative entity established to jointly administer employee benefit programs and achieve cost efficiencies through collective participation.

The Village of Bartlett is an active member of the IPBC and has entered into a Contract and By-Laws governing participation in the Cooperative. Under these By-Laws, a member government may list another local entity to receive benefits under its membership, provided that the member government remains the sole official member of the Cooperative and assumes responsibility for compliance with all membership obligations.

The Bartlett Library District has requested that the Village of Bartlett list it as an eligible entity under the Village's IPBC membership. This sponsorship would allow the Library District to access the IPBC's benefit programs, which it cannot otherwise do independently due to size requirements.

Importantly, under the terms of the proposed Intergovernmental Agreement (IGA):

- The Library District will be fully responsible for all costs, expenses, liabilities, and obligations associated with its participation in the Cooperative.

- The Village will not incur any additional expenses, administrative responsibilities, or liabilities because of this sponsorship.

This partnership represents a cooperative and mutually beneficial gesture between two local taxing bodies serving the same community.

The Bartlett Public Library District Board adopted the attached resolution at the October 20<sup>th</sup> meeting and has presented it to village staff to bring to the Village Board for approval. Upon approval of the attached Resolution Authorizing the Execution of an Intergovernmental Agreement between the Village of Bartlett and the Bartlett Library District, the Library District will be considered for participation in the IPBC through Village sponsorship.

I move to approve Resolution 2025-\_\_\_, a resolution approving an intergovernmental agreement between the Village of Bartlett and the Bartlett Public Library District Relating to IPBC Benefits.

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

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF BARTLETT AND THE BARTLETT PUBLIC LIBRARY  
DISTRICT RELATING TO IPBC BENEFITS**

---

**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:** **APPROVAL.** The Intergovernmental Agreement between the Village of Bartlett and the Bartlett Public Library District relating to benefits provided by the Intergovernmental Personnel Benefit Cooperative (“IPBC”) (the “Agreement”), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** **AUTHORIZATION.** 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:

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 Resolution 2025 - \_\_\_\_\_ enacted on November 4, 2025, and approved on November 4, 2025, as the same appears from the official records of the Village of Bartlett.

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
VILLAGE OF BARTLETT  
AND  
BARTLETT PUBLIC LIBRARY DISTRICT**

**THIS AGREEMENT**, made and entered into this 20th day of October, 2025 by and between the Village of Bartlett, an Illinois municipal corporation and (“Member”) and the Bartlett Public Library District, (“Listed Entity”), a unit of local government, quasi-governmental body, or non-profit public service entity.

WITNESSETH:

**WHEREAS**, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

**WHEREAS**, the “Intergovernmental Cooperation Act.” 5 ILCS 220/1 et. seq. authorizes units of local government to exercise any power or powers, privileges or authority which may be exercised by a unit of local government individually, to be exercised and enjoyed jointly with any other unit of local government in the State; and

**WHEREAS**, units of local government within Illinois have found it increasingly expensive to provide health and life insurance benefits to their officers and employees; and

**WHEREAS**, a large number of local government entities, having undertaken a series of studies to determine the feasibility of creating an intergovernmental entity known as Intergovernmental Personnel Benefit Cooperative (“IPBC” or “Cooperative”) for the purpose of administering some or all of the personnel benefits programs offered by its member units of local government to their respective officers and employees, created and have successfully operated such a Cooperative; and

**WHEREAS**, the Member and other local government entities have organized the Cooperative and have adopted a combined Contract and By-Laws for such agency (the “Cooperative BY-LAWS”); and

**WHEREAS**, the Cooperative BY-LAWS provide that a Member of the Cooperative may add listed entities to receive benefits as defined in the Cooperative BY-LAWS, provided, however, that the Member who lists other entities to its membership shall be the sole member of the Cooperative, and shall be responsible for all costs and duties of membership provided by the Cooperative BY-LAWS; and

**WHEREAS**, Listed Entity has requested that Member add it as a listed entity to Member’s participation in the Cooperative, provided the Listed Entity is responsible for and

subject to all the costs, expenses, liabilities, obligations, and conditions arising out of such listing, as is more fully set forth in this Agreement; and

**WHEREAS**, the Cooperative has heretofore consented or is expected to consent to Member adding Listed Entity as a listed entity to Member's membership in the Cooperative.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the covenants and conditions hereinafter contained, the adequacy and sufficiency of which the parties hereto hereby stipulate, the parties agree as follows:

1. **INCORPORATION OF RECITALS:** The recitals contained hereinabove are incorporated herein by reference as substantive provisions of this Agreement.

2. **AGREEMENT TO ACCEPT:** Subject to all the terms, provisions, conditions and restrictions of the Cooperative BY-LAWS, Member agrees to add Listed Entity as a listed entity to its membership in the Cooperative. Listed Entity shall not be deemed to be a member of the Cooperative.

3. **PLAN OF BENEFITS:** The Plan of Benefits to be available to eligible employees of Listed Entity shall be the Plan of Benefits available to Member's employees and those of the Listed Entity approved by the Member and the Cooperative and subject to all the conditions and restrictions set forth in the Cooperative BY-LAWS. Changes to the Plan of Benefits, other than changes required by the Cooperative, shall be made by Listed Entity only after Member has been fully informed of the proposed changes, and Member and Cooperative have approved such changes.

4. **ELIGIBLE EMPLOYEES:** Only regular full-time employees of Listed Entity shall be eligible to participate in and receive benefits under the Plan of Benefits. For purposes of this Agreement, "full-time regular employees" shall be defined as set forth in the Personnel Manual adopted by Listed Entity, as amended from time to time or as otherwise defined by the Cooperative. Notwithstanding anything contained herein to the contrary, employees of Listed Entity shall not be deemed to be employees of Member for any purposes.

5. **COSTS OF PARTICIPATION:** Listed Entity shall promptly pay all costs attributable to Listed Entity being in that relationship to Member in the Cooperative and participating in the Plan of Benefits, at such terms, with such allowable coverage and in such amounts as shall be established from time to time by the Cooperative.

6. **OBLIGATIONS OF LISTED ENTITY TO MEMBER:** Listed Entity shall be obligated to Member to the same extent that it would be obligated in any manner to the Cooperative pursuant to the Cooperative BY-LAWS, as though it were a member of the Cooperative including the following:

- a. The Listed Entity shall be responsible for the administration of its Plan of Benefits
- b. The Listed Entity shall be responsible for making any payments due directly to the Cooperative.

7. **EXPULSION OF LISTED ENTITY:** By a majority vote of the corporate authorities of Member, Listed Entity may be expelled as a listed agency of the Member in the Cooperative. Such expulsion may be carried out for one or more of the following reasons:

- A. Failure to make any payments due to Member or the Cooperative under this Agreement.
- B. Failure to furnish full cooperation with the Cooperative or Member's attorneys, claims adjusters, benefits administrator, or any agent, employee, officer or independent contractor of the Cooperative or Member relating to the purpose and powers of the Cooperative or Member's participation therein, and/or,
- C. Failure to carry out any obligation which impairs the ability of Member to participate in the Cooperative or which impairs the ability of the Cooperative to carry out its purposes and powers.

Listed Entity may not be expelled except after written notice from Member of the alleged failure together with a reasonable opportunity, of not less than ten (10) days nor more than thirty (30) days, to cure the alleged failure. Expulsion may be made in accordance with these standards and timetable at any time during a fiscal year of the Cooperative.

8. **WITHDRAWAL AS A LISTED AGENCY:** With or without cause, Listed Entity may withdraw as a listed agency to Member's membership in the Cooperative by giving written notice of withdrawal to Member and the IPBC at least ninety (90) days prior to the commencement of any fiscal year of the Cooperative. At the present time, the fiscal year of the Cooperative commences on July 1<sup>st</sup>. Failure to give such notice shall obligate Listed Entity to continue as a listed agency for the next fiscal year, except where Member withdraws from the Cooperative, the Cooperative terminates, the Cooperative declines to permit Member to remain within the Cooperative, or the Cooperative declines to permit Listed Entity to remain as a listed entity. Withdrawal may only be made to take effect at the end of the then current fiscal year.

9. **TERMINATION OF LISTED ENTITY AS A LISTED ENTITY:** With or without cause, Member may terminate Listed Entity as a listed entity to Member's membership in the Cooperative by giving written notice of termination of Listed Entity at least ninety (90) days prior to the commencement of any fiscal year of the Cooperative. Failure to give such notice shall not obligate Member to continue Listed Entity as a listed entity to Member's membership in the Cooperative.

10. **INDEMNIFICATION:** To the fullest extent permitted by law, Listed Entity hereby agrees to defend, indemnify, and hold harmless Member and Cooperative, their officers,

agents and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against Member and Cooperative, their officers, agents and employees, arising out of in whole or in part, or in consequence of the performance of this Agreement and Member adding Listed Entity as a listed entity to Member's membership to the Cooperative. Listed Entity shall, at its own expense, appear, defend, and pay all charges or attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and if any judgment shall be rendered against Listed Entity, its officers, agents and employees, in any such action, Listed Entity shall, at its own expense, satisfy and discharge the same.

11. **LIMITATION OF REMEDIES TO MEMBER AND LISTED ENTITY:** The sole remedies available to Member or Listed Entity, upon any breach of this Agreement by the other party, shall be specific performance of or the cancellation of this Agreement. It is of the essence of this Agreement that Member and Listed Entity shall not be liable in money damages for any breach of this Agreement except for any obligation of Listed Entity to pay unpaid amounts or any obligation of Member to return overpayments.

12. **ENTIRE UNDERSTANDING:** This Agreement sets forth the entire understanding of the parties and may only be amended by a written instrument signed by the parties hereto. Any amendment shall not conflict with the Contract and By-Laws of the Cooperative.

13. **ASSIGNMENT:** This Agreement shall not be assigned by any party hereto. The terms of this Agreement, however, may be enforced by the Cooperative.

14. **COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

15. **NOTICES:** All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

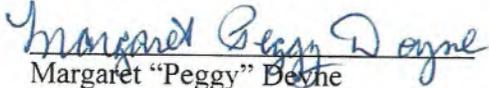
- A. The Member.
- B. The Listed Entity.
- C. The IPBC.
- D. To any such person or place which any party hereto, by its prior written notice, shall designate for notice to it from the other parties hereto.

16. **GOVERNING LAW:** This Agreement shall be governed in accordance with the laws of the State of Illinois.

17. **EFFECTIVE DATE:** The provisions of this Agreement shall become effective and Listed Entity shall be deemed to be a listed entity of Member's membership in the Cooperative at 12:01a.m. on July 1, 2026 so long as the Listed Entity has also been so accepted and named by the Cooperative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and duly attested in accordance with ordinances duly passed by their respective corporate authorities.

**APPROVED:**

  
Margaret "Peggy" Boyne  
President, Board of Trustees  
Bartlett Public Library District

**APPROVED:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Village of Bartlett

**ATTEST:**

  
\_\_\_\_\_  
Monica Boyer  
Interim Secretary, Board of Trustees  
Bartlett Public Library District

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Village of Bartlett



# Agenda Item Executive Summary

**AGENDA ITEM:** Downtown Streetscape Improvements- Approving Change Order #1 between Burke, LLC. and the Village of Bartlett

**BOARD OR COMMITTEE:** Board

## BUDGET IMPACT

<b>Amount</b>	\$116,617.59	<b>Budgeted</b>	\$2,796,875.00
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**Fund:** General

**Corresponding Activity Measure:** Implement Downtown Streetscape Beautification & Landscaping

## EXECUTIVE SUMMARY

This is the first change order for the Downtown Streetscape Improvements project. This change is for additional work that was not included in the original scope of the project. As directed by the Board, a new digital sign is to be installed at Village Hall. This project includes masonry, landscaping, electrical connections, sidewalk replacement and other hardscaping work. The amount of the change is \$116,617.59. This does not include the purchase of the sign, which will be done separately by the Village.

We recommend the Village of Bartlett approve Change Order #1 with Burke, LLC.

## ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Exhibit A (Change Order #1), Digital Sign Plans

## RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Budget and implement downtown streetscape beautification and landscaping

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 CHANGE ORDER #1 TO THE CONTRACT BETWEEN BURKE, LLC. AND THE VILLAGE OF BARTLETT FOR THE DOWNTOWN STREETScape IMPROVEMENTS PROJECT

**Staff:** Dan Dinges, Director of Public Works

**Date:** October 24, 2025

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Dan Dinges, Director of Public Works  
**Subject:** **Downtown Streetscape Improvements- Change Order #1**  
**Date:** October 24, 2025

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This is the first change order for the Downtown Streetscape Improvements project. This change is for additional work that was not included in the original scope of the project. As directed by the Board, a new digital sign is to be installed at Village Hall. This project includes masonry, landscaping, electrical connections, sidewalk replacement and other hardscaping work. The amount of the change is \$116,617.59. This does not include the purchase of the sign, which will be done separately by the Village.

We recommend the Village of Bartlett approve Change Order #1 with Burke, LLC.

## Motion

**MOTION TO APPROVE RESOLUTION #2025- \_\_\_\_\_ A RESOLUTION APPROVING OF CHANGE ORDER #1 TO THE CONTRACT BETWEEN BURKE, LLC. AND THE VILLAGE OF BARTLETT FOR THE DOWNTOWN STREETScape IMPROVEMENTS.**

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

**A RESOLUTION APPROVING  
CHANGE ORDER NUMBER 1 TO THE CONTRACT BETWEEN BURKE, LLC. AND  
THE VILLAGE OF BARTLETT FOR THE DOWNTOWN STREETScape  
IMPROVEMENTS PROJECT**

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**WHEREAS**, the Village of Bartlett ("**Village**") and Burke, LLC., ("**Contractor**") entered into an agreement dated February 18, 2025, for the Downtown Streetscape Improvements (the "**Contract**"); and

**WHEREAS**, the Village has worked with the Contractor and has decided to add additional improvements to the scope of the Contract that will increase the overall cost by \$116,617.59 (the "**Change Order**"); and

**WHEREAS**, the Corporate Authorities of the Village have determined that (1) the circumstances necessitating the Change Order were not reasonably foreseeable at the time the Contract was signed; (2) the Change Order is germane to the original Contract as signed; and (3) the Change Order is in the best interest of the Village of Bartlett and authorized by law.

**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.** Change Order Number 1 to the Contract, 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 Change Order on behalf of the Village of Bartlett.

**SECTION THREE: 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 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:

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 Resolution 2025 - \_\_\_\_\_ enacted on November 4, 2025, and approved on November 4, 2025, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Gilles, Village Clerk



Design / Build

**BURKE, L.L.C.**

9575 West Higgins Road • Rosemont, Illinois 60018-4920 • TEL (847) 823-0500 • FAX (847) 823-0520

October 21, 2025

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

Attention: Mr. Dan Dinges, Public Works Director

Subject: Change Order No. 1  
Metra Station and Town Center Enhancements Project  
**Village of Bartlett**  
(Burke, LLC Project No. 01-150-242)

Dear Mr. Dinges:

The Village has requested Burke, LLC perform additional work consisting of Digital Sign Installation. This additional work was not included in the original scope of work used to determine the GMP. Work includes design of the sign, sign foundation and installation, electrical connection, sidewalk replacement and landscaping.

**The digital sign purchase is not included in this cost. The digital sign will be purchased and furnished by the Village.**

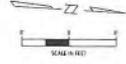
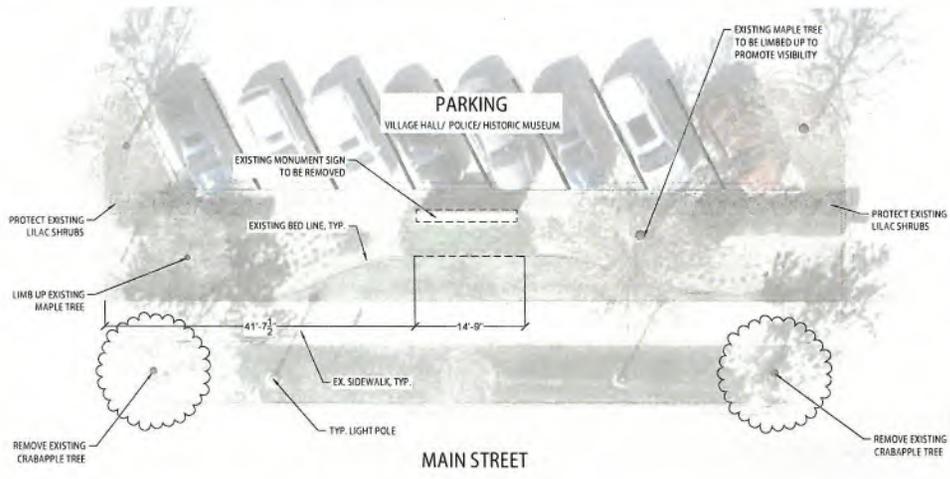
Burke, LLC requests that an increase in be made to the GMP of \$ 116,617.59.

Please sign below to indicate your acceptance.

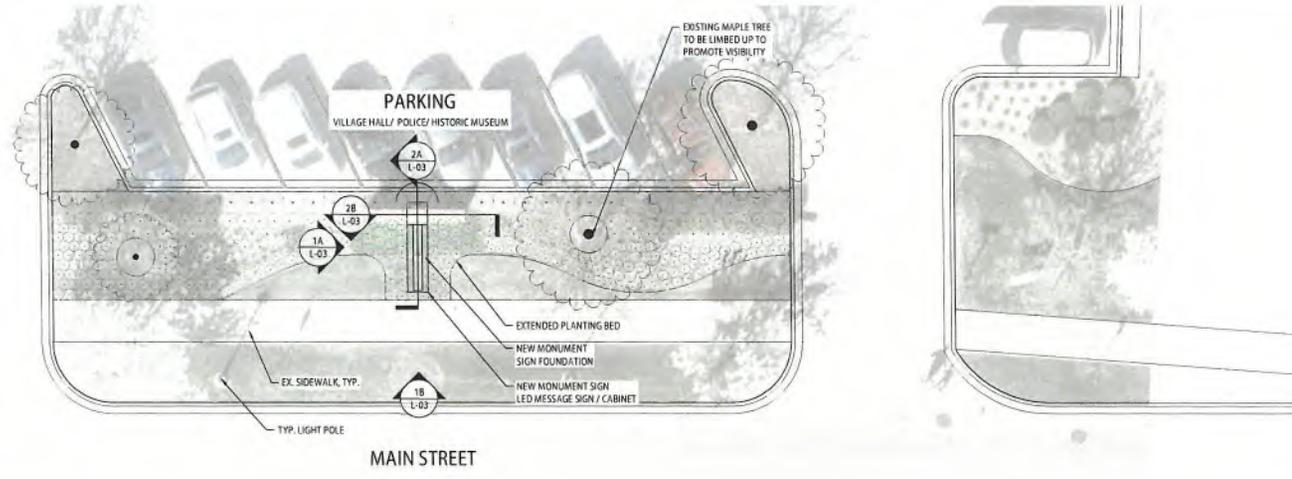
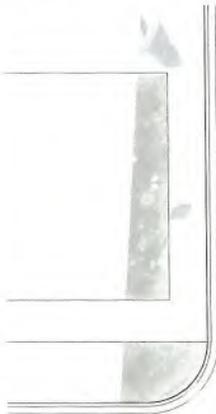
Sincerely,

James F. Amelio, PE  
Principal

Owner's Acceptance By: \_\_\_\_\_ Date: \_\_\_\_\_.



1 EXISTING CONDITIONS AND DEMOLITION PLAN  
SCALE: 1" = 8'-0"



2 MATERIALS PLAN  
SCALE: 1" = 8'-0"

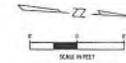
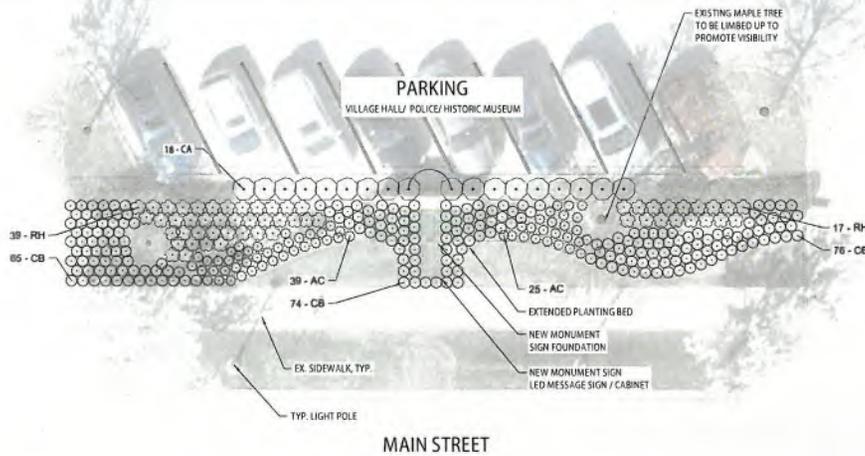
**teska**  
627 Grove Street, Evanston, Illinois 60201  
Tel 847.669.2015 Fax 847.869.2059

CLIENT:  
**Village of Bartlett**  
238 S. Main Street  
Bartlett, IL 60103  
(630) 337-0100

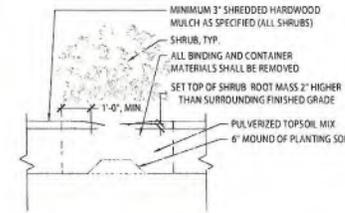
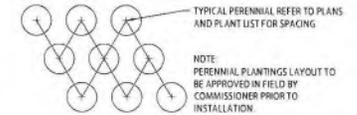
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PLOT DATE:	10/2/25				
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TITLE:  
**EXISTING AND DEMOLITION PLANS**

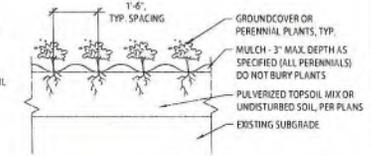
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DATE: 09 / 16 / 25  
SHEET 1 OF 3  
DRAWING NO.  
**L-01**



**PERENNIAL PLAN LAYOUT**



**A SHRUB PLANTING DETAIL**  
SCALE: 1/2" = 1'-0"



**B PERENNIAL PLANTING DETAIL**  
SCALE: 1/2" = 1'-0"

**1 PLANTING PLAN**  
SCALE: 1" = 8'-0"

**PLANT SCHEDULE**

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
<b>SHRUBS</b>				
	AC	64	Allium cernuum / Nodding Onion	1 gal.
	CB	215	Carex bicknellii / Prairie Sedge	1 gal.
	CA	18	Ceanothus americanus / New Jersey Tea	3 gal.
	RH	56	Rudbeckia hirta / Black-eyed Susan	3 gal.



**1 PLANTING SCHEDULE AND PALETTE**  
SCALE: 1" = 8'-0"

**3 LANDSCAPE GENERAL NOTES**  
SCALE: N.T.S.

- PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES, CONTRACTOR SHALL NOTIFY J.U.L.I.E. (811) OR (800) 892-0123 TO DETERMINE THE LOCATION OF ANY UNDERGROUND UTILITIES, WHICH MAY AFFECT PROPOSED SITE WORK. CONTRACTOR SHALL NOTIFY THE OWNER/LANDSCAPE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES, OBSTACLES AND/OR PROBLEMS.
- VERIFICATION OF DIMENSIONS AND GRADES, BOTH EXISTING AND PROPOSED, SHALL BE THE CONTRACTOR'S RESPONSIBILITY PRIOR TO COMMENCEMENT OF WORK. THE CONTRACTOR SHALL NOTIFY THE OWNER/LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
- ALL SURFACE DRAINAGE SHALL BE DIRECTED AWAY FROM STRUCTURES. SURFACE DRAINAGE SHALL BE DIRECTED TO EXISTING CATCH BASINS DESIGNATED FOR THE COLLECTION OF SURFACE RUN-OFF.
- PLANT MATERIAL SIZES SHOWN ON PLANT SCHEDULE ARE MINIMUM ACCEPTABLE SIZES. ALL PLANT MATERIAL SHALL BE OF SPECIMEN QUALITY. NO "PARK GRADE" MATERIAL WILL BE ACCEPTED.
- ALL PLANT MATERIAL SHALL BE OBTAINED FROM AN APPROVED NORTHERN ILLINOIS NURSERY WITH HEAVY CLAY SOILS.
- ALL PLANT MATERIAL SHALL CONFORM TO AMERICAN STANDARD FOR NURSERY STOCK AS SPONSORED BY THE AMERICAN ASSOCIATION OF NURSERYMEN AND APPROVED BY THE AMERICAN NATIONAL STANDARDS INSTITUTE, INC. (ANSI)
- IF SPECIFIED SPECIES AND/OR QUALITY OF PLANTS ARE NOT AVAILABLE AT THE TIME OF ORDERING, THE LANDSCAPE ARCHITECT, AT HIS/HER DISCRETION, MAY SUBSTITUTE SIMILAR PLANTS WITH THE SAME WHOLESALE VALUE.
- ALL PLANTS TO BE BALLED IN BURLAP (B&B) OR CONTAINER GROWN (CG) AS SPECIFIED IN PLANT SCHEDULE. ALL NYLON/PLASTIC/BURLAP ROOT WRAPPING MATERIAL AND METAL WIRE BASKETS SHALL BE REMOVED.
- SOIL TO BE USED FOR THE PLANTING MEDIUM FOR THE PROJECT SHALL BE FERTILE, WELL-DRAINED, OF UNIFORM QUALITY, FREE OF STONES OVER 1" IN DIAMETER, STICKS, OILS, CHEMICALS, PLASTER, CONCRETE AND OTHER DELETERIOUS MATERIAL.
- ALL LANDSCAPE MATERIALS SHALL BE INSTALLED IN CONFORMANCE WITH ALL APPLICABLE CODES AND ORDINANCES.
- ALL LANDSCAPE MATERIALS SHALL BE INSTALLED IN CONFORMANCE WITH THE ACCEPTED INDUSTRY'S STANDARD "BEST MANAGEMENT PRACTICE" TECHNIQUES AS IDENTIFIED BY THE ILLINOIS LANDSCAPE CONTRACTORS ASSOCIATION (ILCA).
- THE OWNER AND/OR LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL IN POOR CONDITION/FORM OR NOT INSTALLED ACCORDING TO "BEST MANAGEMENT PRACTICE" TECHNIQUES.
- THE LANDSCAPE CONTRACTOR SHALL PREPARE PLANTING BEDS BY ADDING SOIL AMENDMENTS TO TOPSOIL MIX IN THE FOLLOWING QUANTITIES: TOPSOIL MIX SHALL BE THREE (3) PARTS TOPSOIL, ONE (1) PART PEAT, AND ONE (1) PART SAND. PLANTINGS TO RECEIVE 3" OF SHREDDED HARDWOOD MULCH.
- CONTRACTOR SHALL WATER PLANTS IMMEDIATELY AFTER PLANTING. FLOOD PLANTS TWICE DURING FIRST TWENTY-FOUR HOURS AFTER PLANTING.
- ALL ROAD AND WALK SURFACES SHALL BE KEPT CLEAR OF MUD AND DEBRIS AT ALL TIMES.
- CONTRACTOR SHALL REPAIR AND KIND ANY AREAS DAMAGED AS A RESULT OF LANDSCAPE OPERATIONS.
- EROSION CONTROL BLANKETS REQUIRED ON ALL SLOPES GREATER THAN 3:1.
- REFER TO PLANTING DETAILS FOR REQUIRED DEPTHS OF ELEVATION.



627 Grove Street, Evanston, Illinois 60201  
Tel 847.869.2015 Fax 847.869.2039

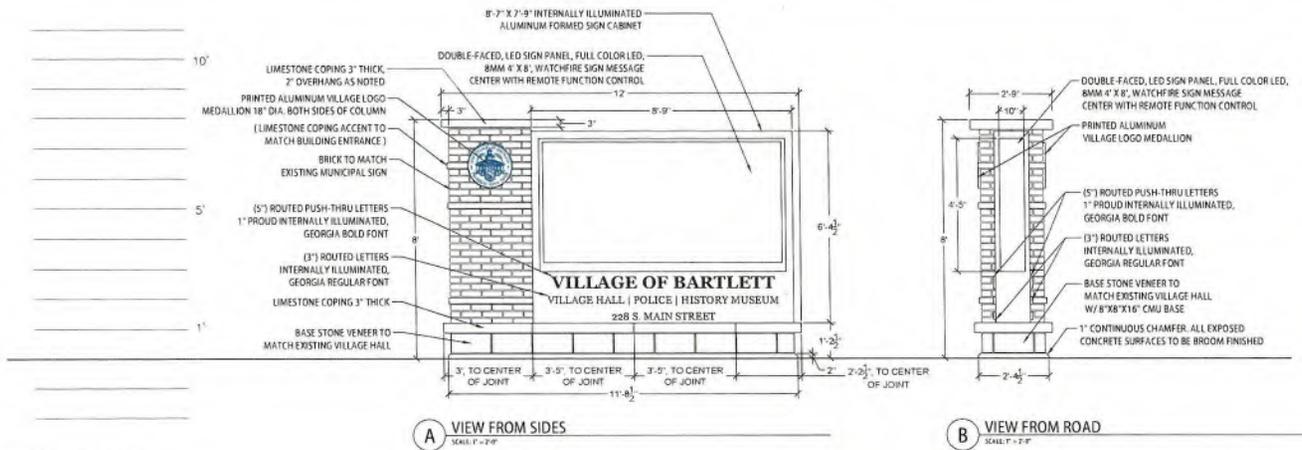


**Village of Bartlett**  
228 S. Main Street  
Bartlett, IL 60109  
(630) 337-0300

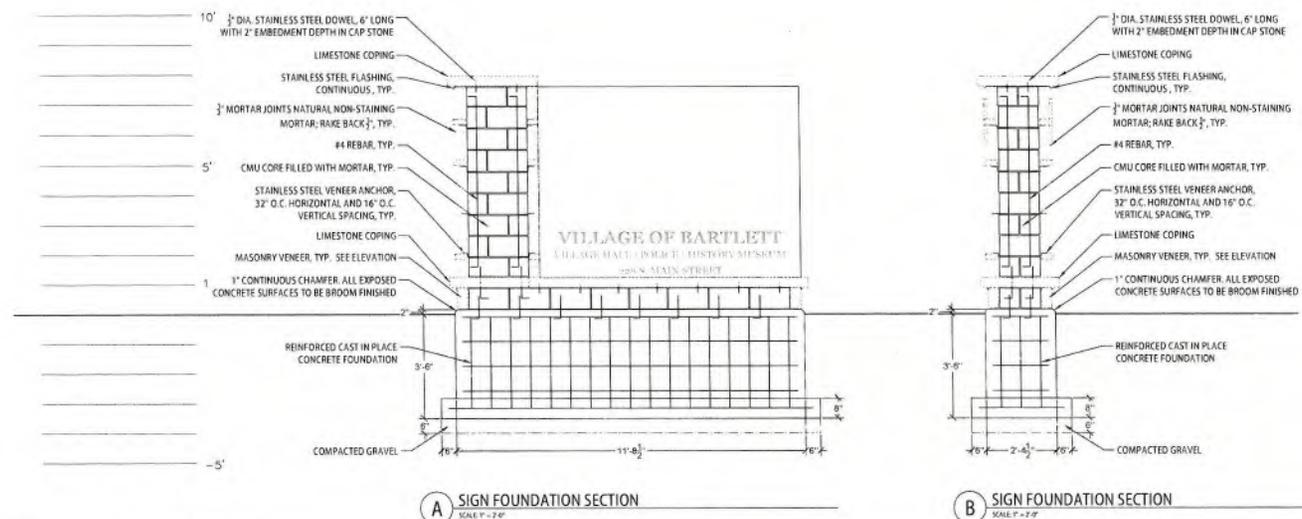
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**MATERIALS AND PLANTING PLANS**

PRJ. NO. 240383  
DATE: 09/16/25  
SHEET 2 OF 3  
DRAWING NO.  
**L-02**



1 SIGN ELEVATION  
SCALE 1" = 2'-0"



2 SIGN FOUNDATION SECTION  
SCALE 1" = 2'-0"

PROVIDE ELECTRICAL CONNECTIONS FOR INTERNALLY LIT AND ELECTRONIC MESSAGE CENTER SIGN

PROVIDE SHOP DRAWINGS WITH STAMPED STRUCTURAL SEAL AND FULL FOUNDATION AND SIGN DESIGN FOR THE FULL SIGN ASSEMBLY FOR REVIEW AND APPROVAL

teska  
627 Grove Street, Evanston, Illinois 60201  
Tel 847.869.2015 Fax 847.869.2059

CLIENT:  
**Village of Bartlett**  
228 S. Main Street  
Bartlett, IL 60103  
(630) 837-0000

11/06/30/25	DRAFT	DSGN:	AL	TITLE:
		DWN:	AL	
		CHKD:	JM	
		SCALE:		
		PLOT DATE:	10/2/25	
		LEAD USER:		
		CHKD:		
		MODEL:		
NO.	DATE	NATURE OF REVISION		
FILE NAME	X:\BARTLETT\25-11-25\11-25-25\TOWN CENTER STREETScape\CD\IG_CD_CAD\BARTLETT_SIGNAGE.DWG			

SECTION AND ELEVATIONS

PROJ. NO. 240383  
DATE: 09/16/25  
SHEET 3 OF 3  
DRAWING NO.  
**L-03**







# Agenda Item Executive Summary

**AGENDA ITEM:** Purchase of Digital Monument Sign for Village Hall

**BOARD OR COMMITTEE:** Board

## BUDGET IMPACT

<b>Amount</b>	\$74,445	<b>Budgeted</b>	N/A
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<b>Fund: General</b>	<b>Corresponding Activity Measure: N/A</b>
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## EXECUTIVE SUMMARY

As part of the Downtown Streetscape discussion during the (Date) Committee of the Whole meeting, the Board directed staff to work with Teska and Burke, LLC to design and install a new digital monument sign at the Village Hall where the current masonry sign is located. The new sign will face north-south, as opposed to east-west and will be an LED digital sign. This sign will be able to promote local events, Village news and updates, etc.

The sign would be approximately 8' x 12', double facing with programmable LEDs. The proposal from Pavin-Clauss is attached for your review. The installation and associated work will be performed by Martam and is included in the Change Order No. 1 that is also up for Board approval.

We recommend the Village of Bartlett purchase a digital monument sign from Pavin-Clauss Sign Company of Carol Stream, IL in the amount of \$74,445.00

## ATTACHMENTS (PLEASE LIST)

Memo, Parvin-Clauss Proposal

## RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Budget and implement downtown streetscape beautification and landscaping

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 (1) DIGITAL MONUMENT SIGN FROM PAVIN-CLAUSS SIGN COMPANY OF CAROL STREAM, IL

**Staff:** Tyler Isham, Assistant Director of Public Works

**Date:** October 27, 2025

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Tyler Isham, Assistant Director of Public Works  
**Subject:** **Purchase of Digital Monument Sign for Village Hall**  
**Date:** October 27, 2025

---

As part of the Downtown Streetscape discussion during the (Date) Committee of the Whole meeting, the Board directed staff to work with Teska and Burke, LLC to design and install a new digital monument sign at the Village Hall where the current masonry sign is located. The new sign will face north-south, as opposed to east-west and will be an LED digital sign. This sign will be able to promote local events, Village news and updates, etc.

Teska obtained a proposal from an experienced sign vendor, Parvin-Clauss Sign Company, that would furnish the sign. The sign would be approximately 8' x 12', double facing with programmable LEDs. The proposal from Pavin-Clauss is attached for your review.

The installation and associated masonry, landscaping and other hardscape work required will be completed through Burke, LLC and Martam, the contractor currently performing the work for the Town Center project.

The labor and construction observation are included in Change Order No. 1, that is also scheduled for approval by the Board. The sign purchase was separated out to save on overhead costs.

We recommend the Village of Bartlett purchase a digital monument sign from Pavin-Clauss Sign Company of Carol Stream, IL in the amount of \$74,445.00

## Motion

**MOTION TO APPROVE THE PURCHASE OF (1) DIGITAL MONUMENT SIGN FROM PAVIN-CLAUSS SIGN COMPANY OF CAROL STREAM, IL**



**ISSUE PO TO**

Parvin-Clauss Sign Co., Inc.  
 165 Tubeway Drive  
 Carol Stream, IL 60188  
 630-510-2020  
 36-3322946

**PROPOSAL**

ESTIMATE NUMBER: 17728 REVISION: B-  
 DATE: 9/23/2025  
 Valid for 30 Days

**BILL TO**

Teska Associates  
 627 Grove Street  
 Evanston, IL 60202 US

**SHIP TO**

Village of Bartlett Municipal Center EMC Monument  
 228 Main St.  
 Bartlett, IL 60103 US

CUST. NO.	TERMS	SALESPERSON	FOB
001985	50% Deposit Required, Net 10 upon completion	House Account	Carol Stream, IL

DESCRIPTION	QUANTITY QUOTED	UOM	UNIT PRICE	TOTAL PRICE
<p>PPELEMSGCTR            Monument            Furnish and install one 8' tall by 12' wide double face monument that consist of a 6'-4.5" tall by 8'-9" by 1'-8" deep LED illuminated cabinet, routed with 1" thick white acrylic push-thru for "VILLAGE OF BARTLETT" and routed and backed for additional copy, 4'-5" tall by 8'-3" wide (4' by 8' viewable area) Watchfire 8mm EMC with broadband communication onto steel supports.            Please note the following scope is by others: 1). Removal of the existing monument and foundation. 2). For the new monument - dig, set, furnish and install rebar, fabricate and set form plus pour concrete, furnish and install masonry.            Parvin-Clauss will furnish and set poles in coordination with customer's contractor.</p>	1	EA	\$72,795.00	\$72,795.00
<p>SAMPLE            Sample            Samples which consists of painted aluminum with vinyl, routed acrylic, masonry and engineering.</p>	1	EA	\$1,650.00	\$1,650.00

SUBTOTAL:	\$74,445.00
TOTAL ESTIMATED TAXES:	\$0.00
<b>TOTAL FOR PROPOSAL:</b>	<b>\$74,445.00</b>



**ISSUE PO TO**

Parvin-Clauss Sign Co., Inc.  
 165 Tubeway Drive  
 Carol Stream, IL 60188  
 630-510-2020  
 36-3322946

**PROPOSAL**

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**BILL TO**

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CUST. NO.	TERMS	SALESPERSON	FOB
001985	50% Deposit Required, Net 10 upon completion	House Account	Carol Stream, IL

Please review the proposal and accompanying design sketches to verify size dimensions, colors, copy. Immediately notify us of any necessary changes and note that significant changes may affect your quoted price and timeline. Cost for a technical survey has been included, and your proposals costs are subject to change upon the results of this survey.

To proceed, endorse below and return with a signed copy of the design sketch (if applicable) to indicate acceptance of this proposal and its terms.

The production process and turnaround time will begin upon receipt of both documents (proposal and sketch), along with the approval of applicable permits and receipt of project deposit.

Prices and availability on quoted materials in this proposal are based on current tariff rates, duties, and trade regulations. In the event of any changes to tariffs, import/export duties, or related governmental fees before the finalization of the order and receipt of deposit from buyer and executable permit from governing jurisdiction, Parvin-Clauss reserves the right to adjust pricing accordingly. Any additional costs incurred due to such changes are subject to review and will be the responsibility of the buyer.

**Exclusions:**

- **Union Labor Rates not included.** Our proposal is based on non-union labor to occur during normal business hours, Monday-Friday from 7AM-4PM
- **Structural or professional engineering not included.** When stamped engineering drawings/calculations are required by the municipality or authority having jurisdiction (AHJ), these are available at additional cost.
- **Additional insurance coverage required beyond our standard coverage is not included.** If additional insurance coverage is needed, the cost for this coverage will be added to the proposal's quoted price, plus 10%.
- **Sign Permits and Procurement fees are additional.** Sign permit fees as charged by the municipality or AHJ will be passed through at cost and added to the final invoice, along with our administrative procurement charges, including any required inspections required by the municipality (open-hole, electrical, final).
- **Crating and Freight costs are additional.** Crating and FOB freight charges from Carol Stream, IL, will be added to the final invoice when applicable.
- **Electrical Power for illuminated signs.** The client is responsible for bringing sufficient electrical feed from the breaker panel to the display location and paying for all electrical energy used by the sign. If a related electrical permit is required, this too is the responsibility of the client and his electrician to obtain.
- **Roof Repairs are not included.** Should roof penetration be required for this project, all repairs, including membrane, are the client/ owner's responsibility.
- **Wall Remediation is not included.** Sign contractor will perform basic silicone patch for former mounting and electrical holes during sign removal work. However, any further extensive wall patching, repairs, or repainting is the responsibility of the client or property owner.
- **Landscaping is not included.** Unless specifically stated in the proposal, landscaping is not included and is the responsibility of the client or property owner.
- **Winterization for Masonry is not included.** Masonry work is figured to be done in conditions with temperatures above freezing overnight. If required, tenting and heating will be a separate proposal, unless specifically noted in the description.
- **Proposal assumes installation involves normal access to the sign location, good soil and wall conditions.** Sufficient blocking and structure behind walls are required to be in place prior to installation to support the weight and wind loads of the sign(s). Extra installation costs will be assessed if subsurface obstacles or obstructions are encountered.
- **Liability for private utilities not included.** Sign contractor is not liable for damages to any private utilities unless these are properly marked in advance by the owner. This includes, but is not limited to landscape irrigation lines, electrical, AV, or other wiring, etc.

Cancellation of this order will incur charges for time and materials incurred to date, including, but not limited to design sketches, permit fees, procurement, site surveys/checkouts, etc.

Thank you for considering our proposal for your signage needs. Our services are tailored to meet your project's goals, guidelines, and timelines. At



**ISSUE PO TO**

Parvin-Clauss Sign Co., Inc.  
165 Tubeway Drive  
Carol Stream, IL 60188  
630-510-2020  
36-3322946

**PROPOSAL**

ESTIMATE NUMBER: 17728 REVISION: B-  
DATE: 9/23/2025  
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**BILL TO**

Teska Associates  
627 Grove Street  
Evanston, IL 60202 US

**SHIP TO**

Village of Bartlett Municipal Center EMC Monument  
228 Main St.  
Bartlett, IL 60103 US

CUST. NO.	TERMS	SALESPERSON	FOB
001985	50% Deposit Required, Net 10 upon completion	House Account	Carol Stream, IL

Parvin-Clauss Sign Company, your image is our priority, and our commitment to quality is unwavering. For any questions regarding this proposal, please contact your sales representative.



**ISSUE PO TO**

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 165 Tubeway Drive  
 Carol Stream, IL 60188  
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**PROPOSAL**

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**TERMS AND CONDITIONS**

This proposal is made for specially constructed equipment and when accepted is not subject to cancellation. Seller shall not be responsible for errors in plans, designs, specifications, and drawings furnished by Buyer or for defects caused thereby.

**Warranty:** This agreement carries a 2 year warranty on parts and labor, except for standard manufactured lamps. The display is warranted to be free from functional defects in materials and workmanship at the time of original delivery. The foregoing warranties shall not apply if the equipment has been repaired, other than by Seller or a service facility designated by the Seller, or altered by anyone other than Seller, or if the equipment has been subject to abuse, misuse, negligence, accident, vandalism, acts of God or natural disasters beyond Seller's reasonable control. Seller shall not be liable for any damages or losses other than the replacement of such defective work or material. Whenever there are any circumstances on which a claim might be based, Seller must be informed immediately or the provisions of this warranty may be voided.

**Title:** Title to all materials and property covered by this agreement shall remain in Seller and shall not be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full. Seller is given an express security interest in said material and property both erected and unerected notwithstanding the manner in which such personal property shall be annexed or attached to the realty. In the event of default by Buyer, including, but not limited to, payment of any amounts due and payable, Seller may at once (and without process of law) take possession of and remove, as and when it sees fit and wherever found, all materials used or intended for use in this construction of said equipment and any and all property called for in this contract without being deemed guilty of trespass.

**Damage:** Should any loss, damage or injury result to said display, from any cause whatsoever, while in possession of Buyer or his agents, such loss, damage or injury shall not relieve the Buyer from the obligation to pay for the same according to the terms of this agreement.

**Default:** Seller and Buyer mutually recognize that Display is not an article of general trade or utility but is designed and is to be constructed, installed and maintained at the request and for the special distinctive uses and purposes of Buyer, that Display is of no value to Seller except as so used, and that is a material consideration to Seller. If during the term of this agreement bankruptcy, reorganization or insolvency proceedings are commenced by or against Buyer, or if Buyer makes an assignment for the benefit of creditors, or if Buyer discontinues business in the premises where Display is located, Seller may at his option declare the entire unpaid balance immediately due and payable. In the event Seller may employ an attorney to recover Display or collect any sums due under this Agreement, Buyer agrees to pay in addition to all sums found due from Seller, a reasonable attorney's fee, and all costs of suit, collection costs and all other expenses incurred in enforcing this Agreement. All overdue payments under this Agreement which are in arrears more than ten days following due date under (b) herein, shall bear interest at the rate of 18% per annum accumulated monthly provided that such delinquent charges shall be at least \$1 per month.

**Authority of Agent:** It is understood and agreed that this agreement contains the entire contract between the parties and that no representative of Seller has authority to change or modify any terms or representations herein stated. This agreement shall not be considered as executed until signed by or on behalf of Buyer and approved by an executive officer of Seller.

**Delivery:** The construction and installation of the display shall be subject to delay by strikes, fires, unforeseen commercial delays or acts of God, or regulations or restrictions of the government or public authorities or other accidental forces, conditions or circumstances beyond control of Seller.

**Inspection:** Buyer shall inspect the display immediately upon installation, and shall notify Seller in writing of any defects or variances therein. In the absence of any such written notification within five (5) days after installation, the display shall be deemed in all respects approved and satisfactory to Buyer.

**Permits and Licenses:** Seller shall assist Buyer in obtaining all original permits and licenses from public authorities for the installation of the display. Buyer shall obtain the necessary permits from the owner of the premises and others, whose permission is required for the installation of the display and is responsible that such permission is not revoked. Revocation of any permit required for the installation and maintenance of display shall not relieve buyer from the payment of all sums due in accordance with the terms of this agreement. Buyer agrees to obtain all necessary permission for use of all registered trademarks or copyrights used on the display, and agrees to indemnify Seller against any claims in connection therewith.

**Service Wiring: Cost of Electricity: Reinforcement of Building:** Physical Conditions: Buyer shall bring feed wires of suitable capacity and approved



**ISSUE PO TO**

Parvin-Clauss Sign Co., Inc.  
165 Tubeway Drive  
Carol Stream, IL 60188  
630-510-2020  
36-3322946

**PROPOSAL**

ESTIMATE NUMBER: 17728 REVISION: B-  
DATE: 9/23/2025  
Valid for 30 Days

**BILL TO**

Teska Associates  
627 Grove Street  
Evanston, IL 60202 US

**SHIP TO**

Village of Bartlett Municipal Center EMC Monument  
228 Main St.  
Bartlett, IL 60103 US

CUST. NO.	TERMS	SALESPERSON	FOB
001985	50% Deposit Required, Net 10 upon completion	House Account	Carol Stream, IL

type to the location of Display prior to installation and shall pay for all electrical energy used by the display and be responsible le for the supply thereof.  
Buyer shall provide for necessary reinforcements to the building on which Display is installed. Buyer shall pay for costs of relocating power lines, or other  
obstacles to comply with laws of Federal, State or Municipal Agencies. **This Agreement assumes that installation will involve normal access,  
soil, and wall conditions. In the event of subsurface obstacles or obstructions in or behind walls, the parties agree to adjust the  
extra installation costs based on Seller's additional cost.**

X \_\_\_\_\_



# Agenda Item Executive Summary

AGENDA ITEM: 2025 Pavement Preservation Project

BOARD OR COMMITTEE: Board

## BUDGET IMPACT

Amount	\$190,000 (Not-to-exceed)	Budgeted	\$190,000
Fund: MFT Fund	Corresponding Activity Measure: Capital Budget		

## EXECUTIVE SUMMARY

On February 28<sup>th</sup>, 2024, the Village of Winnetka opened joint-bids for a 3-year "Pavement Rejuvenation Contract". Corrective Asphalt Materials, LLC (CAM) was the only bidder and awarded the contract. Provisions of the joint contract state the awarded unit prices for each year will be in effect for thirty-six (36) months from the time of award.

CAM has been applying Reclamite on our newly paved streets for several years. In working with CAM, we find them to be both professional and responsive. Their project experience with pavement treatments and sealers is more than satisfactory.

## RECOMMENDATION

Staff recommends using CAM, LLC for the Village of Bartlett's 2025 Pavement Preservation Program.

## ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Contract

## 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 OF THE VILLAGE OF BARTLETT'S 2025 PAVEMENT PRESERVATION PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CORRECTIVE ASPHALT MATERIALS, LLC.

Staff: Nick Talarico, Village Engineer

Date: October 27, 2025

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Nick Talarico, Village Engineer  
**Subject:** **2025 Pavement Preservation Project**  
**Date:** October 27, 2025

---

To extend the life of our asphalt pavements, we apply a product called Reclamite to our newly resurfaced streets and paths. Reclamite is a pavement rejuvenator that helps prevent and delay asphalt pavement failures. The Village has been applying this product since 2017 and staff have seen a noticeable delay in the start of typical pavement deterioration.

On February 28th, 2024, the Village of Winnetka opened bids for their 3-year "Pavement Rejuvenation Contract", which was a joint bid including Winnetka and other Chicagoland communities. Corrective Asphalt Materials, LLC (CAM) was the only bidder and awarded the contract. Provisions of the contract state the unit prices awarded for each year will be in effect for a minimum of thirty-six (36) months from the time of award.

In working with CAM, we find them to be both professional and responsive. Their project experience with pavement treatments and sealers is more than satisfactory.

## **RECOMMENDATION**

Staff recommend that the contract for Pavement Preservation be renewed with CAM, LLC for the FY25/26 project in the not-to-exceed amount of \$190,000.

## **MOTION**

**I MOVE TO APPROVE RESOLUTION # 2025-\_\_\_\_-R, A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT'S 2025 PAVEMENT PRESERVATION PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CORRECTIVE ASPHALT MATERIALS, LLC.**

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

**A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT'S 2025 PAVEMENT PRESERVATION PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CORRECTIVE ASPHALT MATERIALS, LLC.**

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

**SECTION ONE:** 2025 Pavement Preservation Project Agreement dated November 4th, 2025, between the Village of Bartlett and Corrective Asphalt Materials, 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 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: November 4, 2025

APPROVED: November 4, 2025

\_\_\_\_\_  
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 Resolution 2025 - \_\_\_\_\_ enacted on November 4, 2025, and approved on November 4, 2025, as the same appears from the official records of the Village of Bartlett.

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



Local Public Agency Formal Contract

Contractor's Name			
Corrective Asphalt Materials, LLC			
Contractor's Address		City	State
43W630 Wheeler Road		Sugar Grove	IL
			Zip Code
			60554

STATE OF ILLINOIS

Local Public Agency		County	Section Number
Village of Bartlett		Cook	25-00000-05-GM
Street Name/Road Name			Type of Funds
Various Streets			MFT

CONTRACT BOND (when required)

**For a County and Road District Project**

Submitted/Approved  
Highway Commissioner Signature & Date

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

**For a Municipal Project**

Submitted/Approved/Passed  
Signature & Date

Official Title  
Village President

**Department of Transportation**

Concurrence in approval of award  
Regional Engineer Signature & Date

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





# Agenda Item Executive Summary

AGENDA ITEM: SCADA Lift Station Improvement Project Award

BOARD OR COMMITTEE: Board

## BUDGET IMPACT

<b>Amount</b>	\$952,000.00	<b>Budgeted</b>	\$ 1,750,000.00
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<b>Fund: Sewer</b>	<b>Corresponding Activity Measure:</b>
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## EXECUTIVE SUMMARY

The Lift Station Scada Upgrade project consists of converting the current radio signal to cellular. The software used will coincide with the same software at the new Water Reclamation Facility.

Three (3) bids were received ranging from \$952,000.00-\$1,190,000.00, Wunderlich-Malec of Addison, IL. was the low bidder. The engineering firm assisting on this project, Trotter and Associates, Inc. has submitted a letter and bid tabulation for review. Wunderlich-Malec is the same SCADA integrator for the Lake Michigan Water Receiving Station, and their bid was lower than the engineer's estimate of \$1.252 million. The project will span two fiscal years. The Capital Budget included approximately \$2 million for lift station rehabilitation and Scada improvements.

## RECOMMENDATION

Based on the bid results, and previous work conducted by the contractor, Staff recommends entering into an agreement with Wunderlich-Malec Inc.

## ATTACHMENTS (PLEASE LIST)

Memo, Bid Tab, Engineer Review Letter, Resolution, Agreement

## RELATIONSHIP TO STRATEGIC PLAN GOAL

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

Short Term (1-3 Years): Routine  Complex

Long Term (3-5 Years): Routine  Complex

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION:** MOVE TO APPROVE RESOLUTION # 2025-\_\_\_\_ - R, RESOLUTION APPROVING THE LIFT STATION SCADA UPGRADE BETWEEN THE VILLAGE OF BARTLETT AND WUNDERLICH-MALEC INC.

Staff: John Pullia Wastewater Supervisor

Date: 10/27/25

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** John Pullia, Wastewater Supervisor  
**Subject:** Lift Station Scada Improvement Project Award  
**Date:** October 23, 2025

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## **BACKGROUND**

On October 9, 2025, the village opened bids for the Lift Station Scada Upgrade, the project consists of converting the current radio signal to cellular. The software used will co-exist with the same software at the new Water Reclamation Facility.

Three (3) bids were received ranging from \$952,000.00-\$1,190,000.00. The apparent low bidder was Wunderlich-Malec of Addison, IL. The engineering firm assisting on this project, Trotter and Associates, Inc. has submitted a letter and bid tabulation for review stating past experiences with this contractor have been favorable. Wunderlich-Malec was lower than the engineer's estimate of \$1.252 million.

The Capital Budget includes approximately \$2 million for lift station rehabilitation and Scada improvements.

## **RECOMMENDATION**

Based on the bid results, and previous work conducted by the contractor, Staff recommends awarding the Lift Station SCADA Improvements project and entering into an agreement with Wunderlich-Malec Inc.

## **MOTION**

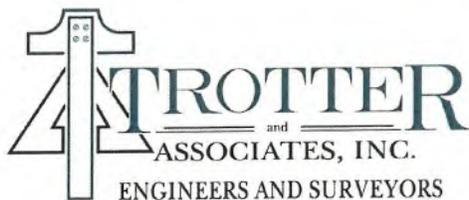
**MOVE TO APPROVE RESOLUTION # 2025- \_\_\_\_\_, A RESOLUTION APPROVING OF THE LIFT STATION SCADA UPGRADE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND WUNDERLICH-MALEC INC.**



**LIFT STATION CONTROLS UPGRADES**  
**Bid Opening: October 9, 2025 - 2:00 PM**  
**Village Hall - 228 S. Main Street, Bartlett, Illinois 60103**



Bidder	Company Name	Address	Addenda Ack.	Lump Sum Base Bid Amount
1	Tri-R Systems Incorporated	1804 E. Lincoln Highway, DeKalb, Illinois 60115	✓	\$ 1,190,000.00
2	Wunderlich-Malec Engineering	937 National Avenue, Addison, Illinois 60101	✓	\$ 952,000.00
3	Concentric Integration	8678 Ridgefield Road, Crystal Lake, Illinois 60012	✓	\$ 999,550.00



October 10<sup>th</sup>, 2025

Village of Bartlett  
Attn: Dan Dinges  
Public Works Director  
1150 Bittersweet Dr.  
Bartlett, IL. 60103

**Re: Lift Station Controls Upgrades**  
Recommendation to Award

Dear Mr. Dinges,

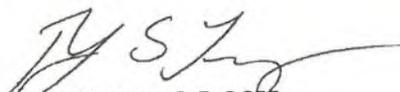
The Village of Bartlett advertised the above reference project in accordance with local, state, and federal guidelines on September 5<sup>th</sup>, 2025. The Village received bids until 2:00 p.m. on Thursday, October 9<sup>th</sup>, 2025. Three bids were received for the project and were immediately opened and read aloud at Village Hall, 228 S. Main Street, Bartlett, Illinois. The following is a tabulation of the bids received:

<u>Company</u>	<u>Total Bid Amount</u>	<u>Percent Above Low Bid</u>
<i>Engineer's Opinion of Probable Cost</i>	\$ 1,252,000.00	-
Wunderlich-Malec Engineering, Inc.	\$ 952,000.00	-
Concentric Integration, LLC.	\$ 999,550.00	5.0%
Tri-R Systems Incorporated	\$ 1,190,000.00	25.0%

Wunderlich-Malec Services, Inc., owned by Wunderlich-Malec Engineering, Inc. of Addison, Illinois was the apparent low bidder with a total bid amount of \$952,000.00. Trotter and Associates (TAI) has reviewed the bidding documents, required certifications, and confirmed that Wunderlich-Malec has provided a complete bid package. Wunderlich-Malec is an established and well known local integrator whom TAI has worked with on a number of projects, and feel that they will provide the Village with a quality product.

It is therefore the recommendation of TAI that the Village award the Lift Station Controls Upgrades contract to Wunderlich-Malec Engineering for the amount of \$952,000.00. If you should have any questions or wish to discuss this further, please contact me at your earliest convenience.

Sincerely,



Scott Trotter, P.E. BCEE  
President

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

**A RESOLUTION APPROVING THE LIFT STATION SCADA IMPROVEMENT PROJECT BETWEEN THE VILLAGE OF BARTLETT AND WUNDERLICH-MALEC INC.**

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

**SECTION ONE:** The bid for the Village’s Lift Station Scada Improvement Project work (the “Project Work”) in the amount of \$952,000.00, as set forth on the bid proposal and incorporated herein, is hereby awarded to Wunderlich-Malec, Inc. as the lowest responsible and responsive bidder meeting specifications, subject to the terms and conditions of the below defined Agreement.

**SECTION TWO:** The Lift Station Scada Improvement Project Agreement dated November 4, 2025, between Wunderlich-Malec, Inc. and the Village of Bartlett, a copy of which is appended hereto as Exhibit A and expressly incorporated herein by this reference (the “Agreement”) is hereby approved.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:                    November 4, 2025**

**APPROVED:**        November 4, 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 November 4, 2025 and approved on November 4, 2025 as the same appears from the official records of the Village of Bartlett.

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

## LIFT STATION SCADA IMPROVEMENT PROJECT AGREEMENT

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This Lift Station SCADA Improvement Project Agreement (the "Agreement") is entered this 4<sup>th</sup> day of November, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Wunderlich-Malec, Inc. (the "Contractor") (collectively, the "Parties").

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

**1. Project Work.**

a. This project consists of furnishing and installing new PLC-based control panels at all Village Lift Stations, converting existing radio-based communication systems to cellular-based communications and the integration into the Wonderware-based SCADA platform at the new Water Reclamation Facility. All Project Work shall be performed in strict compliance with the below defined Contract Documents.

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

**2. Completion Date.** Contractor shall complete the Project Work in strict compliance with the requirements herein on or before July 24, 2026.

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

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

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

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

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

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

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

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

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

(vi) Certified Payrolls uploaded to the IDOL website.

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

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

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

E. In the event the Contractor, and or Village and/or Engineer is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount

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

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

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

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

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

6. Indemnification. To the fullest extent permitted by law, the Contractor shall

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

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

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

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

any claims whatsoever, for extra compensation.

10. Insurance Coverage:

Contractor shall procure and maintain for the duration of the contract, and for three (3) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope and Limits of Insurance

1. Coverage shall be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence with a general aggregate limit no less than **\$5,000,000**.
  - b. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
  - c. **Workers' Compensation** insurance as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
2. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Owner (sometimes alternatively referred to herein as the "Village") requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

A. Self-Insured Retentions

Self-Insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the Owner, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Village guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Owner.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The Village of Bartlett and its officers, officials, employees and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if a later edition used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, and its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Owner, or its officers, officials, employees, or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be cancelled, except with notice to the Owner.
4. With respect to the Contractor's ongoing insurance obligation after the duration of the Contract, Contractor may alternatively maintain Commercial General Liability ("CGL") and if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each occurrence CG 04 1393, or substitute form providing equivalent coverage, and shall at a minimum cover liability arising from products completed operations and liability assumed under an insured contract.

C. Claims Made Policies

All coverages shall be provided upon an occurrence basis unless claims made coverages are expressly approved in writing by the Village Administrator, in her sole discretion, prior to the start of construction. If any coverage required is proposed to be written on claims-made coverage form:

1. The retroactive date must be shown, and must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Village Administrator for review

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise acceptable to the Owner.

E. Waiver of Subrogation

**Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Owner for all work performed by the Contractor, its employees, agents and subcontractors. Owner shall be named as alternative employer on the Contractor's Worker's Compensation coverage.

F. Verification of Coverage

Contractor shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

G. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. Contractor shall ensure that the Owner is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13. Upon the Owner's request, the Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

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

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

12. Prevailing Wages.

Contractor shall pay prevailing wages for the respective County in which the Project Work is being performed, as established by the Illinois Department of Labor for each craft or type of work in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) (the "Act"). The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of prevailing wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of prevailing rate of wages. Any increase in costs to the Contractor due to changes in the prevailing rate of wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Village. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the work and for ensuring strict compliance with the requirements of the Act, including but not limited to providing Certified Payrolls to the Village in accordance with the Act and as required herein. Copies of the February 2013 prevailing wage rates for Cook, DuPage, and Kane Counties, Illinois are attached hereto. Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL). Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for the County in which the work is being performed as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL's website: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

13. Default.

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

14. Limitation on the Owner's Liability.

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

15. Hazardous Substances.

Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site, and/or any other property owned, leased, controlled or under the jurisdiction of the Village of Bartlett ("Village Property") by Contractor, and/or Contractor's Agent (defined above). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any of the Owner's Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the Village and its employees, agents,

consultants, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

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

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

#### 16. Delays in Project Work.

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

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

#### 17. Change Orders.

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

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

18. Relationship of the Parties.

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

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

19. Exhibits and Contract Documents.

All Exhibits and Contract Documents referred to therein are expressly incorporated herein and made part hereof.

20. Assumption of Liability.

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

21. Illinois Human Rights Act.

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

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

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

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

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

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

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

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

subdivisions or municipal corporations.

22. Guarantee.

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

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

23. Severability

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

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

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

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

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

26. Clean Air Act and Federal Water Pollution Control Act

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

27. Removal and Disposal

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

28. Work by Trade Unions

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

29. Miscellaneous.

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

(ii) This Agreement may be executed in any number of counterparts, and by the Village and Contractor on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.

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

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

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

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

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

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

(ix) In the event of any conflict between the terms and conditions of any of the Contract Documents, and/or this Addendum, the most stringent requirements shall

control.

(x) Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

VILLAGE OF BARTLETT:

Wunderlich-Malec, Inc.

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

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

Attest:

Attest:

By: \_\_\_\_\_  
Lorna Giles, Village Clerk

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

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

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



# Agenda Item Executive Summary

AGENDA ITEM: Award for the Country Place Lift Station Upgrade

BOARD OR COMMITTEE: Board

## BUDGET IMPACT

Amount	\$ 629,500	Budgeted	\$ 1.75 million
Fund: Sewer	Corresponding Activity Measure: N/A		

## EXECUTIVE SUMMARY

### BACKGROUND

On September 25, 2025, the village opened bids for the Country Place Lift Station Upgrade. The project consists of converting the current dry well pumping system to a wet well system making it safer and eliminating a confined space entry permit.

Three (3) bids were received ranging from \$629,500.00-\$1,031,000.00. The low bidder, who has performed well on previous projects, was Tracy and Ed Construction, Inc, from Bartlett, IL. The engineering firm assisting on this project, Trotter and Associates, Inc., has submitted a review letter and bid tabulation. The engineer's estimate was \$756,500.00.

### RECOMMENDATION

Staff recommends awarding the Country Place Lift Station Upgrade project to Tracy & Ed Construction.

### ATTACHMENTS (PLEASE LIST)

Memo, Bid Tab, Recommendation to Award Letter, Resolution, Agreement

### RELATIONSHIP TO STRATEGIC PLAN GOAL

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

Short Term (1-3 Years): Routine      Complex

Long Term (3-5 Years): Routine       Complex

### ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: MOVE TO APPROVE RESOLUTION # 2025- \_\_\_\_ - R, A RESOLUTION APPROVING THE COUNTRY PLACE LIFT STATION UPGRADE BETWEEN THE VILLAGE OF BARTLETT AND TRACY AND ED CONSTRUCTION, INC.

Staff: John Pullia, Wastewater Supervisor

Date: October 23, 2025

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** John Pullia, Wastewater Supervisor  
**Subject:** **Country Place Lift Station Upgrade**  
**Date:** October 23, 2025,

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## **BACKGROUND**

On September 25, 2025, the village opened bids for the Country Place Lift Station Upgrade. The project consists of converting the current dry well pumping system to a wet well system. Aside from the beneficial rehabilitation of the station, this would eliminate a confined space entry permit, as employees would no longer have to go down the well for weekly maintenance and checks.

Three (3) bids were received ranging from \$629,500.00 - \$1,031,000.00. The low bidder, who has performed well on previous projects, was Tracy and Ed Construction, Inc, from Bartlett, IL. The engineering firm assisting on this project, Trotter and Associates, Inc., has submitted a review letter and bid tabulation. The engineer's estimate was \$756,500.00.

## **RECOMMENDATION**

Based on the bid results, and previous work conducted by the contractor, Staff recommends entering into an agreement with Tracy and Ed Construction, Inc.

## **MOTION**

**I MOVE TO APPROVE RESOLUTION 2025- 26 BETWEEN THE VILLAGE OF BARTLETT AND TRACY AND ED CONSTRUCTION, INC.OF BARTLETT,IL.**



**COUNTRY PLACE LIFT STATION REHABILITATION**  
**Bid Opening: September 25, 2025 - 2:00 PM**  
**Village Hall - 228 S. Main Street, Bartlett, Illinois 60103**



Bidder	Company Name	Address	Bid Bond	Addenda Ack.	Lump Sum Base Bid Amount
1	H. Linden & Son's Sewer & Water	722 E. South Street, Unit D, Plano, IL 60545	✓	✓	\$ 1,031,000.00
2	Tracy & Ed Cosntruction, Inc.	1064 Hudson Court, Bartlett, IL 60103	✓	✓	\$ 629,500.00
3	Performance Construction & Eng., LLC	217 W. John Street, Plano, IL 60545	✓	✓	\$ 898,777.00



September 25<sup>th</sup>, 2025

Village of Bartlett  
Attn: Dan Dinges  
Public Works Director  
1150 Bittersweet Dr.  
Bartlett, IL. 60103

**Re: Country Place Lift Station Rehabilitation**  
Recommendation to Award

Dear Mr. Dinges,

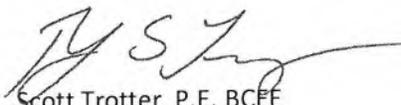
The Village of Bartlett advertised the above reference project in accordance with local, state, and federal guidelines on August 22<sup>nd</sup>, 2025. The Village received bids until 2:00 p.m. on Thursday, September 25<sup>th</sup>, 2025. Three bids were received for the project and were immediately opened and read aloud at Village Hall, 228 S. Main Street, Bartlett, Illinois. The following is a tabulation of the bids received:

<u>Company</u>	<u>Total Bid Amount</u>	<u>Percent Above Low Bid</u>
<i>Engineer's Opinion of Probable Cost</i>	\$ 756,500.00	-
Tracy and Ed Construction, Inc.	\$ 629,500.00	-
Performance Construction & Engineering	\$ 898,777.00	42.8%
H. Linden and Sons	\$ 1,031,000.00	63.8%

Tracy and Ed Construction, Inc., of Bartlett was the apparent low bidder with a total bid amount of \$629,500.00. Trotter and Associates (TAI) has reviewed the bidding documents, required certifications, and confirmed that Tracey and Ed Construction has provided a complete bid package. Tracy and Ed Construction is a reputable contractor in the water and wastewater industry, whom we are confident will provide a successful project to the Village.

It is therefore the recommendation of TAI that the Village award the Country Place Lift Station Rehabilitation contract to Tracy and Ed Construction, Inc. for the amount of \$629,500.00. If you should have any questions or wish to discuss this further, please contact me at your earliest convenience.

Sincerely,



Scott Trotter, P.E. BCEE  
President

**RESOLUTION 2025-**

**A RESOLUTION APPROVING THE COUNTRY PLACE LIFT STATION  
UPGRADE BETWEEN THE VILLAGE OF BARTLETT AND TRACY AND ED  
CONSTRUCTION, INC.**

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

**SECTION ONE:** The bid for the Village's Country Place Lift Station Upgrade (the "Project Work") in the amount of \$629,500, as set forth on the bid proposal and incorporated herein, is hereby awarded to Tracy and Ed Construction, Inc. as the lowest responsible and responsive bidder meeting specifications, subject to the terms and conditions of the below defined Agreement.

**SECTION TWO:** The Country Place Lift Station Upgrade Agreement dated November 4, 2025, between Tracy and Ed Construction, Inc. and the Village of Bartlett, a copy of which is appended hereto as Exhibit A and expressly incorporated herein by this reference (the "Agreement") is hereby approved.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:                    November 4, 2025**

APPROVED: November 4, 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 November 4, 2025 and approved on November 4, 2025 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

## COUNTRY PLACE LIFT STATION UPGRADE PROJECT AGREEMENT

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This Lift Station Project Agreement (the "Agreement") is entered this 4<sup>th</sup> day of November, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Tracy and Ed Construction, Inc. (the "Contractor") (collectively, the "Parties").

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

**1. Project Work.**

a. This project consists of converting the dry well pumping system to a wet well system. All Project Work shall be performed in strict compliance with the below defined Contract Documents.

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

**2. Completion Date.** Contractor shall complete the Project Work in strict compliance with the requirements herein on or before November 22, 2026.

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

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

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

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

(i) Contractor shall provide monthly invoices to the Village throughout the Project Work. It shall be a condition precedent to the Village obligation to make a

monthly progress payment that the Contractor shall have submitted to the Engineer, on or before the first day of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents".

- (ii) An itemized Application of Payment for operations completed in accordance with the schedule of values, supported by such data to substantiate the Contractor's right to payment as the Village and the Engineer may require, such as copies of requisitions from material suppliers, and reflecting a 5% retainage until after final acceptance has been made by the Village. Payment shall be further reduced by such additional amounts that the Village determines for non-conforming work and unsettled claims.
- (iii) A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company. ("Contractor's Sworn Statement")
- (iv) Current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier and all of the material suppliers that supplied labor and/or material in connection with the Project covering such period.
- (v) All of the Contractor's Progress Payment Documents shall be signed, sworn to and notarized.
- (vi) Certified Payrolls (defined below)
- (vii) Such additional documentation and/or information requested by the Village and /or Engineer relative to said payment.

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

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

E. In the event the Contractor, and or Village and/or Engineer is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to

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

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

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

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

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

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

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

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

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

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

10. Insurance Coverage:

Contractor shall procure and maintain for the duration of the contract, and for three (3) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope and Limits of Insurance

1. Coverage shall be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence with a general aggregate limit no less than **\$5,000,000**.
- b. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. **Workers' Compensation** insurance as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

2. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Owner (sometimes alternatively referred to herein as the "Village") requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

A. Self-Insured Retentions

Self-Insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the Owner, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Village guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Owner.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following

provisions:

1. **The Village of Bartlett and its officers, officials, employees and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if a later edition used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, and its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Owner, or its officers, officials, employees, or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be cancelled, except with notice to the Owner.
4. With respect to the Contractor's ongoing insurance obligation after the duration of the Contract, Contractor may alternatively maintain Commercial General Liability ("CGL") and if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each occurrence CG 04 1393, or substitute form providing equivalent coverage, and shall at a minimum cover liability arising from products completed operations and liability assumed under an insured contract.

C. Claims Made Policies

All coverages shall be provided upon an occurrence basis unless claims made coverages are expressly approved in writing by the Village Administrator, in her sole discretion, prior to the start of construction. If any coverage required is proposed to be written on claims-made coverage form:

1. The retroactive date must be shown, and must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the Village Administrator for review
  - D. Acceptability of Insurers  
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise acceptable to the Owner.
  - E. Waiver of Subrogation  
**Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Owner for all work performed by the Contractor, its employees, agents and subcontractors. Owner shall be named as alternative employer on the Contractor's Worker's Compensation coverage.
  - F. Verification of Coverage  
Contractor shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.
  - G. Subcontractors  
Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. Contractor shall ensure that the Owner is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13. Upon the Owner's request, the Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.
11. Performance and Payment Bonds, IDOT Contract Bond or Letter of Credit.  
Prior to commencement of the Project Work, Contractor must submit to the Village: (a) performance and payment bonds or IDOT Contract Bond, each in the amount of **110%** of the Contract Sum, naming the Village of Bartlett as the primary obligee in form acceptable to the Village co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois and approved by the Village. ("Performance and Payment Bonds") or (b) an irrevocable letter of credit in the amount of **110%** of the Contract Sum guarantying Contractors obligations under the Contract Documents issued by a financial institution worth at least \$40,000,000 in assets and a capital to asset ratio of not less than 6% in form acceptable to the Village ("Letter of Credit"), which said Performance and Payment Bonds and/or Letter of Credit shall be conditioned upon proper and faithful performance by the

Contractor of the work specified in strict accordance with the Contract Documents and payment of all debts incurred by the Contractor in the execution of the Project Work, including those for labor and materials furnished, including but not limited to payment of prevailing wages as required herein. The cost of said Performance and Payment Bonds and/or Letter of Credit is included in the unit pricing set forth in Contractors Proposal.

12. Prevailing Wages.

Contractor shall pay prevailing wages for the respective County in which the Project Work is being performed, as established by the Illinois Department of Labor for each craft or type of work in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) (the "Act"). The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of prevailing wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of prevailing rate of wages. Any increase in costs to the Contractor due to changes in the prevailing rate of wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Village. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the work and for ensuring strict compliance with the requirements of the Act, including but not limited to providing Certified Payrolls to the Village in accordance with the Act and as required herein. Copies of the February 2013 prevailing wage rates for Cook, DuPage, and Kane Counties, Illinois are attached hereto. Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL). Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for the County in which the work is being performed as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL's website: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

13. Default.

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

14. Limitation on the Owner's Liability.

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

15. Hazardous Substances.

Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site, and/or any other property owned, leased, controlled or under the jurisdiction of the Village of Bartlett ("Village Property")

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

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

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

#### 16. Delays in Project Work.

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

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

#### 17. Change Orders.

(i) Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Engineer. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Village corporate authorities shall have first approved such written Change Order(s) and made

the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Village Administrator.

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

18. Relationship of the Parties.

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

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

19. Exhibits and Contract Documents.

All Exhibits and Contract Documents referred to therein are expressly incorporated herein and made part hereof.

20. Assumption of Liability.

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

21. Illinois Human Rights Act.

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

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

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

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

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

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

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

(7) That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the contract

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

22. Guarantee.

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

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

23. Severability

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

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

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

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

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

applicable federal, state and local laws pertaining to accessibility with the most stringent requirements controlling.

26. Clean Air Act and Federal Water Pollution Control Act

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

27. Removal and Disposal

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

28. Work by Trade Unions

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

29. Miscellaneous.

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

(ii) This Agreement may be executed in any number of counterparts, and by the Village and Contractor on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.

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

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

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

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

(vii) Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to

execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

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

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

(x) Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

VILLAGE OF BARTLETT:

Tracy and Ed Construction, Inc.

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

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

Attest:

Attest:

By: \_\_\_\_\_  
Lorna Giles, Village Clerk

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

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

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