

PUBLIC NOTICE

A Public Hearing to review the fiscal year May 1, 2023 through April 30, 2024 Budget for the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, will be held at 7:00 P.M. on Tuesday, April 4, 2023 in the Council Chambers of the Bartlett Municipal Complex, 228 S. Main Street, Bartlett, Illinois.

A copy of the Proposed Budget is available for public inspection at the Clerk's Office and on the village website.

All interested parties are invited to attend and will be given an opportunity to be heard. If an accommodation for an individual with a disability is necessary, please contact Paula Schumacher, Village Administrator (630) 837-0800, Todd Dowden, Finance Director Published in Daily Herald March 23, 2023 (4597101)

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 and has been circulated daily in the Village(s) of: Arlington Heights, Barrington, Barrington Hills, Bartlett, Buffalo Grove, Deer Park, Des Plaines, Elk Grove, Franklin Park, Glenview, Hanover Park, Hoffman Estates, Inverness, Melrose Park, Morton Grove, Mt Prospect, Niles, Northbrook, Northfield, Northlake, Palatine, Park Ridge, Prospect Heights, River Grove, Rolling Meadows, Rosemont, Schaumburg, Schiller Park, South Barrington, Streamwood, Wheeling, Wilmette

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I further certify that the Northwest Suburbs 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 03/23/2023 in said Northwest Suburbs DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY *Paula Baltz*
Designee of the Publisher and Officer of the Daily Herald

Control # 4597101

2023-24 Proposed Budget Public Hearing – 7:00 p.m.

VILLAGE OF BARTLETT
BOARD AGENDA
April 4, 2023
7:00 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
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: Executive Session-February 21, 2023; Committee Minutes–March 7, 2023; Board Minutes-March 21, 2023
- *7. BILL LIST: April 4, 2023
8. TREASURER'S REPORT: None
9. PRESIDENT'S REPORT:
 - A. Appointment to the Economic Development Commission
10. QUESTION/ANSWER: PRESIDENT & TRUSTEES
11. TOWN HALL: (Note: Three (3) minute time limit per person)
12. STANDING COMMITTEE REPORTS:
 - A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS
 1. None
 - B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY
 1. None
 - C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE
 - *1. Ordinance Amending the Bartlett Municipal Code Regarding Water Charges
 - D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN
 - *1. Ordinance Reducing the Number of Class A Ext. Liquor Licenses
 - E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI
 1. None
 - F. PUBLIC WORKS COMMITTEE, CHAIRMAN LAPORTE
 - *1. Resolution Awarding Contract and Approving the Contract Agreement Between Seven Brothers Painting, Inc. and the Village of Bartlett for the Schick Road Water Tower Painting
 - *2. Resolution Approving of the Easement and Reimbursement Agreement for a Multi-Use Path Crossing on Naperville Road Between Metra and the Village of Bartlett
 - *3. Resolution Approving of an Agreement Renewal Between the Village of Bartlett and Schroeder & Schroeder Inc. for the 2022-2024 (Year 2 of 3) Concrete Replacement Project
13. NEW BUSINESS
14. QUESTION/ANSWER: PRESIDENT & TRUSTEES
15. ADJOURNMENT



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
March 7, 2023**

CALL TO ORDER

President Wallace called the Committee of the Whole meeting of March 7, 2023 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 6:00 p.m.

ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Economic Development Director Tony Fradin, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Assistant Finance Director matt Coulter, Public Works Director Dan Dinges, Village Engineer Bob Allen, Planning & Development Director Kristy Stone, Food and beverage Manager Paul Petersen, Police Chief Geoff Pretkelis, Deputy Chief's Naydenoff and Durbin, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE
Proposed Operating Budget Review (Police)

Police

Chief Pretkelis stated that on behalf of the Bartlett Police Department, he would like to thank the board for providing the opportunity to present the police department's proposed 23-24 budget. We truly appreciate the support we receive from Village President Wallace and the Board of Trustees in order to fulfill our mission and vision to "Serve with care and protect with confidence."

I would like to start off with the infographic that Management Analyst Joey Dienberg put together, followed by some highlights in the police department summary. I am extremely proud of our staff who continue to embrace what we call doing things by the "Bartlett Way" to provide exceptional service to our residents, civic groups and business community.

The police department has been an accredited law enforcement agency since 1997. There are 48 in Illinois out of about 877 agencies, only 5 percent of Illinois agencies, and 7 percent nationwide that are CALEA accredited. We completed our year 3 CALEA remote web-based review on June 9 through June 16, followed by our on-site assessment during the week of July 24 through July 27. We are scheduled for our 8th reaccreditation at the CALEA conference in Bellevue, Washington on November 7 through November 12.

In regard to traffic safety, the police department worked to improve safety along the U.S. Route 20 and IL Route 59 corridors by conducting directed enforcement of speeding, impaired driving, and distracted driving violations. In 2022, we arrested 561 aggravated speeders compared to 508 aggravated speeders in 2021 (271 of those offenses occurred on Lake St and 38 of those offenses occurred on IL Route 59) In 2022, we arrested 106 DUI drivers (82 last year) We issued a total of



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8,138 citations from 2/15/22-2/15/23 compared to 7,142 citations during the same timeframe in 2021-2022. The police department was awarded \$25,014.50 as part of the IDOT Sustained Traffic Enforcement Program (STEP) grant from 10/22-9/23 to specifically target seat belt, impaired driving, distracted driving, and speeding violations. We were also awarded a little over \$28,000 for the next traffic safety grant that runs from 10/23- 9/24. The police department is already preparing in anticipation of the increased traffic issues and complaints with the start of the IL Route 59 and West Bartlett Rd intersection improvement projection.

The police department was awarded 2nd place in the municipal police category of 51-65 officers in the 2021-2022 Illinois Traffic Safety Challenge. Last year, we were awarded 3rd place. The IL Traffic Safety Challenge is a template for law enforcement agencies to identify traffic issues, plan strategies, and provide an opportunity to contribute to the Illinois' Strategic Highway Safety Plan. Agencies are judged in police training, recognition, public education, enforcement and effectiveness.

We continue to invest in the training of our police officers. Last year, we dedicated approximately 14,000 hours of annual training. Last year, we collaborated with the fire protection district to provide our staff with rescue task force training, which was given an honorable mention for IRMA's Innovative Risk Management Award to recognize members that exhibit a commitment to the safety of their employees, facilities, and public. Our police department is only one of a few Illinois police departments to train its officers in ICAT de-escalation training developed by the Police Executive Research Forum. This research proved training is designed to provide our police officers with the tools, skills, and options they need to successfully and safely defuse situations involving persons who are unarmed or are armed with weapons other than firearms, and who may be experiencing a mental health or other crisis.

In regards to community events, we are part of the Bartlett community and we truly believe in the importance of building positive police/community relationships. Last year, we welcomed back our police open house, which had approximately 900 residents attend. We participated in several new community events - the Books with Badges and Cocoa with the Cops as part of the village's Cocoa Crawl, Arts in Bartlett pet and fall festival event as well as Oktoberfest. This was the ninth time our National Night Out was awarded 1st place. This also marks the second consecutive year we obtaining a first-place finish. Besides reviewing the special event applications, the police department will be part of the village's special event planning committee and is a part of the village-wide emergency management team to prioritize the safety at all of the community and special events.

The police department provided safety and security during the 4th of July Festival and Independence Day parade at Apple Orchard Park. The police department spent approximately \$35,000 on personnel costs to staff the four-day event. This year's 4th of July Festival will be a five-day event.

In response to the active shooting incident in Highland Park, the police department assigned additional police officers in the festival area on the 4th of July. The police department also worked closely with the Bartlett Fire Protection District, Bartlett Park District, and the Bartlett 4th of July Committee to monitor the weather conditions. On the 4th of July, the decision was made to evacuate the festival area shortly after it started due to severe weather concerns. The decision



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has also made to move up the start time of the fireworks display and then evacuate the festival area immediately afterwards due to more weather conditions.

In terms of giving back, last year the police department raised over \$15,000 in support of Special Olympics athletes. The Bartlett Police Department will also be listed as a milestone name on torch run shirt through its fundraising efforts during the Law Enforcement Torch Run, Polar Plunge, Row 4 Dough, and Cop on a Rooftop events. We also hosted a holiday toy drive, diaper drive, food, school supplies and pet supplies as part of National Night Out.

Chief Pretkelis reviewed the police budget summary. There are no new personnel requests.

Chairman Hopkins asked why the training hours are lower this year than previous years.

Chief Pretkelis stated that there are two different training hours, some of our hours are calendar year, the other half are fiscal year, they were still limited by some COVID restrictions, where we weren't able to host some of the training, but we are now a full go without any restrictions. We are actually hosting an FBI negotiator training, which one of our officers is in actually, today.

In regards to capital outlay, we are looking to replace 3 patrol vehicles. One of the vehicles has 85,000 miles with 15,000 engine hours, another with 90,000 miles and 12,000 engine hours and another vehicle has 80,000 miles with 900 engine hours. They all meet the criteria of the replacement guidelines. Previously it took 6-8 weeks to receive ordered vehicles, now we are looking at 10-11 months before we receive our vehicles. Public works has been facing the same issues lately as well.

Number 2 is the mobile video recorders, which the village board has authorized the 5-year agreement with.

We are also asking the village board to approve a 5-year agreement for body worn cameras. Due to the SAFE-T Act, a department of our size needs to have these before January 1, 2025. By going through Axon, they would be an integral part of our solution, and would tie in with other equipment that we use. We haven't seen a lot of grants since the SAFE-T Act went into effect, there were several grants that we weren't eligible for, but we are continuing to look at other resources.

Chairman Gandsey asked how long we have had the MVR's that no longer have replacement equipment.

Chief Pretkelis stated that it has been numerous years, and with all of the supply chain issues we will not have the replacements until November.

President Wallace asked if they have a minimum size department in the SAFE-T act for body cameras.

Chief Pretkelis stated no, but larger agencies have to implement them sooner. Another thing we are asking for is new Taser CEW's. Taser 7 CEW is the latest CEW technology. It is compatible



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with the body worn cameras, mobile video recorders, and the optional virtual reality training system.

Number 5 is the Milestone Camera System, the server records all of the police department's surveillance cameras, including the jail cells and detention area. The cameras are necessary to maintain compliance with IDOC standards. The existing Milestone Camera System Server is end-of-life and product support will no longer be provided.

Chairman Suwanski asked how old the current system is.

Chief Pretkelis stated that it is a shame, it was new with the police facility, and year 1 into the facility, the dealer of the system deemed it end of life. As a result, we have a lot of issues whenever it goes down getting it serviced or repaired.

Next, we are requesting 3 new patrol rifles. All police officers receive annual rifle qualification training. The additional department-owned rifles would allow every police officer assigned to each patrol shift to be equipped with a patrol rifle while on duty.

Next is the purchase of two new rifle rated shields that will provide dedicated safety equipment at the middle school and high school for immediate deployment by the assigned School Resource Officers (SROs).

Next is the purchase of a ZetX Program. The ZetX platform allows investigators to visualize and analyze call detail records and third-party device location information to quickly interpret patterns, generate leads, and solve criminal investigations.

We are requesting Frontline Professional Tracker Module. This cloud-based software module adds more functionality to the Frontline software the police department currently uses. Pro Frontline Professional Tracker Module Standards Tracker allows us to easily manage our internal affairs, use of force, and vehicle pursuits. It provides dynamic reporting, statistical analysis, and an easy-to-use interface for data entry, which will replace the paper reporting we currently use.

Next thing we are asking for is an equipment room storage system. This weapons storage system ensures that a wide variety of weapons are kept organized, accessible, secure, and at the ready in our patrol equipment room. Supervisors perform 10 Equipment Room Storage System 7,000 new no hour-long, weekly audits on this high-valued equipment to ensure accountability and functionality. These storage systems will significantly reduce the time for these audits, resulting in optimal efficiency.

We are also looking to replace 4 AED's and 2 training machines. Replacement of outdated and discontinued Heartstart AED's that are needed during medical emergencies. The new AED training machines will assist during the training of police personnel, village hall personnel, school crossing guards, and citizen police academy students. We have had at least 13 AED saves since we implemented them in our fleet in 2015. We are also looking for grant opportunities to pay for a portion as well.



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The last thing in capital outlay we are requesting are Laser Tech Handheld Lidar. Replacement of an older model Laser Tech Handheld Lidar device that is 10 years old. This device is an important traffic enforcement tool.

Chairman Suwanski asked a few clarifying questions about the compatibility of the various recording devices. She asked if there was a way to streamline these programs under one server.

Chief Pretkelis stated unfortunately no, and that we try to go with the best industry standards for most of our tools, and unfortunately there isn't a best one stop shop for everything. When we can overlap we try to like we are with the Axon equipment. He then reviewed other areas that some software's work together with other agencies as well.

President Wallace asked for Chief to review what is eligible for equitable sharing funds.

Chief Pretkelis reviewed those guidelines, stating they had to be new items, and our compliance manager always reviews the items requested to be sure that they are eligible before being presented in the budget. He also reviewed items that have been purchased in the past.

Chairman LaPorte pointed out that out of the \$378,378, that only \$193,000 are coming from the taxpayers.

Chief Pretkelis stated for professional development, the budget increased 13% mainly due to the CALEA conference. He reviewed a few highlights some trainings that are included in the budget. He stated that they really believe in building a bench, and are always trying to provide opportunities for growth to their staff.

For professional associations, there was a 6% increase due to NIPAS, Cook County Advocacy Center, and Child is Missing Alert Fees. He then reviewed the details of those different associations, as well as the different benefits provided.

For the line item justification, the notable changes to the public safety expenditures include an 8% decrease in the crossing guards, we took a good look at what we are paying them and felt that was appropriate. Service agreements went up 12% due to Verizon phone expenses. In regard to equipment rentals, that was a 62% decrease, due to Verizon phone expenses moved to Service Agreements. There was a 7% decrease due to Cook County Wide Network Connection fee. The advertising increase was for the police officer recruitment process. Towing was reduced 50%. Our biggest fee is in the communication section, due to DuComm Fees. Vehicle Maintenance was up 8% due to increase of labor and parts costs. Vehicle setup was up 53% due to increase of equipment and shipping costs. Uniforms are up 23% due to anticipated increase in uniforms and bullet proof vest allowance for the CBA. Shooting Range Supplies is 8% due to HEPA filters and lead removal. Automotive supplies is up 9% due to fuel costs per gallon. Police/Fire Commission costs are up 93% for the sergeant promotional exam that occurs once every three years, and anticipated costs of hiring new officers. For machinery and equipment, that is up 9% due to the milestone camera system server. We covered the equitable sharing costs in the capital outlay. Lastly is a 14% increase in the increased pension obligations. That concludes our budget, we thank the village board for your assistance. As you can see, we don't take what the taxpayers pay lightly, and we worked really hard to get this budget where it's at.



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Chairman Suwanski asked if the K-9 budget includes Maverick, or if it is just Luther.

Chief Pretkelis stated that Maverick was generously donated by K-9's for comfort, and another company provides his food. The only expense we pay is grooming and vet expenses.

Chairman Suwanski asked if Luther is expected to retire soon, and if there is an expense to replace him if that happens.

Chief Pretkelis stated that his anticipated retirement is expected in the next few months, Staff will not be looking to replace the K-9 unit after a thorough review of the programs use. We can cooperate with other departments, and that is a good opportunity to save right now. The drone also supplements the use of a K-9 program.

Administrator Schumacher stated that we reviewed 2 years of Luther's deployment and activities, and we found that we can duplicate those services with regional assets available to us, and as chief mentioned, we have the use of drones available.

Chairman LaPorte asked for some clarification on how equitable sharing is written down as an expense.

Mr. Dowden explained the process.

Chairman Suwanski asked about vehicle setups and if there is a local business that can do that in the business park.

Chief Pretkelis stated that they are really happy with the current company, and we have tried a local business years ago, and can't speak to their ability to do the job.

Chairman Gunsteen asked if there are any other items that can be covered under equitable sharing that are not being used.

Chief Pretkelis stated that they can double check. We are currently looking for grant opportunities for the body cameras, but if they don't work out then they would certainly look at that.

Chairman Hopkins asked if we are locked into a contract with DuComm.

Chief Pretkelis stated that if we were to try and leave DuComm, it wouldn't be a clean cut. The reason being, you have to take all of those fees, we would be on the hook for a variety of items. Staff has communicated with them, expressing our disappointment with the fee increases.

Chairman Hopkins asked for more information on that, and also asked what other municipalities do in similar situations.

Chief Pretkelis shared the other local dispatch centers, but stated it can be hard to be brought into those other groups. He isn't sure on how comparable fees are at this time due to different equipment, etc.



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President Wallace asked how much the SAFE-T act added to this budget. He would estimate close to \$200,000.

Chief Pretkelis stated that would be a fairly accurate estimate. There are a lot of moving parts, but a lot of it is in equitable sharing.

Administrator Schumacher added that a lot of those questions regarding unfunded mandates from the state can be asked in public works as well.

President Wallace stated that the state likes to add without any funding.

There being no further business to discuss, President Wallace entertained a motion to adjourn.

Chairman Deyne moved to adjourn the Committee meeting and the motion was seconded by Chairman Gunsteen.

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:06 p.m.

CALL TO ORDER

President Wallace called the Committee of the Whole meeting of March 7, 2023 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:33 p.m.

ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Economic Development Director Tony Fradin, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Assistant Finance Director matt Coulter, Public Works Director Dan Dinges, Village Engineer Bob Allen, Planning & Development Director Kristy Stone, Food and beverage Manager Paul Petersen, Police Chief Geoff Pretkelis, Deputy Chief's Naydenoff and Durbin, Village Attorney Bryan Mraz and Village Clerk Lorna Gilles.



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BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS
Park and Lake Street Concept

Chairman Hopkins introduced the item.

Planning and Development Services Director Kristy Stone stated as a reminder, whenever a project does not comply with the villages comprehensive plan, we recommend that they submit a concept plan for review and your feedback. The previous application we got back in 2003 was for a church so this is a complete change in use from what was proposed. David Shaffer, the contractor, is here tonight.

Chairman Gunsteen asked about the rear exit on to Hale. He is worried about the quick cut through and asked if it was necessary to have that open.

Ms. Stone stated that they typically like to have a secondary access, especially when there is senior housing. It could possibly be fenced off for emergency access only.

Chairman Hopkins asked if we could just put up signs that say emergency vehicles only instead of a fence because he agreed traffic could be bad in that neighborhood.

Ms. Stone stated that was possible.

Chairman Gunsteen stated that he believes at one time there was an agreement to extend park Blvd. to Prospect. He asked if there are easements to allow that to happen instead of going on to Hale.

President Wallace asked about the adult daycare use.

Chairman Suwanski stated she wishes they found another name for it, but it sounds very popular.

Ms. Schumacher stated a lot of it is directed towards people with memory issues.

President Wallace asked about the inpatient rehab.

Ms. Stone stated that was correct. It would still be for seniors after they have been hospitalized to get them to be able to live independently.

President Wallace asked about the senior housing and if it was just 55 and over.

Ms. Stone stated she believed so.

Chairman Hopkins asked what the timeframe would be on a development like this.

Mr. Schaffer stated first phase would be the office building and we are hoping to break ground this year. It would be a 3-phase project over 3 years.

Chairman Gunsteen asked about the site adjacent.



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Ms. Stone stated it is owned by a separate entity.

President Wallace asked if there are other similar projects to this.

Mr. Schaffer stated he has done other complexes like this, but he doesn't know if his client has.

Chairman Hopkins asked if it would be unreasonable to add an access in to the adjacent property so they have access instead of creating a new curb cut.

Ms. Stone stated that is anticipated.

Chairman Gunsteen asked if we require bike paths or sidewalks out front.

Ms. Stone stated we would strongly encourage it, but it is up to IDOT.

POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI
Revised Emergency Operations Plan Review

Chairman Suwanski introduced the item.

Commander Rybaski gave an overview of the plan and some of the items that changed. He stated the plan is similar to a coach's playbook for how to handle emergencies. We worked closely with DuPage County on the plan and liked it so much they plan to use it as a template for other municipalities. Additionally, Commander Rybaski reviewed the boards role in an emergency and reviewed the new room layout for the Emergency Operations Center (EOC) and the staging room next door. Commander Rybaski reviewed the new debris management, active shooter, cyber-attack, severe weather and family unification center annexes of the plan as well. Lastly Commander Rybaski reviewed how a fake emergency might run and who might be the incident commander based on the type of emergency.

Chairman Gandsey asked how we plan on training staff on this plan.

Commander Rybaski stated we have put together an emergency management team and we will do a training on how an EOC works. It is also his job to be the facilitator to make sure everything is running smoothly and answer those questions as they come in.

Village Administrator Schumacher stated they did a good job sitting down with the staff members that are identified in this plan. You can practice with a table top exercise and a full-scale exercise. Those are on time tables that are required of us by the plans. Commander Rybaski would write those and work with all our partners on putting those together.

Chairman LaPorte asked if he could speak about how prepared we are for a train derailment.

Commander Rybaski stated if we have a train derailment, that would follow the transportation annex. We would also be reaching out to the company whose train derailed and invite them to our EOC. We would also be looking at what hazards might be included in that and we would also



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be working with the train companies reviewing their hazmat plans. We would be working with the EPA to make sure the problem doesn't get worse and determine if anyone needs to be evacuated.

Ms. Schumacher stated when those events elevate to the state and federal level, the national incident management trainings help get everyone on the same page with verbiage and understanding the plans.

President Wallace is hoping we are prepared to not be struck by a cyber attack like what happened to Atlanta.

Ms. Schumacher stated we do have paper copies in multiple places. We also have some additional funding for some cyber security components.

President Wallace stated he would encourage more public training exercises. Maybe more posters at the 4th of July event.

Chairman LaPorte asked if there was any advanced training for community members.

Commander Rybaski stated we never had a donation/volunteer section in the previous plan, but we did add that to the new plan. We add the townships as assistance area in the new plan. It was a challenge having to include all three counties in this plan, but it is nice because we have all three countries resources if we really need it. They come with volunteers, Red Cross, and the Salvation Army that can all help out as well.

Chairman Suwanski stated she thinks its important to let people know there is a plan for these various scenarios.

FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Proposed Operating Budget Review (Planning & Development, Golf)

Planning & Development

Ms. Stone presented the Planning and Development Departments budget. After evaluating staffing needs, we are proposing to eliminate the PDS Clerk position. This position use to scan in the paper applications into laserfiche and we no longer handle paper applications. The two secretary positions are handling more permitting work and we are looking to transition them to permit clerks. Our current permit tech position would switch to a permit coordinator because she works with the contractors, finance department and coordinates everything including being the main point of contact once the permit has been issued. This position would also be responsible for supervising the two permit clerks. We are budgeting to add a 2022 Ford Explorer to replace the 13-year old Ford Fusion. All of the professional development and association sections are all the same from the previous year. Overall, salaries are increasing due to the Brewster Creek TIF ending and some of the allotments changing for that.

For line item justification, vehicle maintenance has increased slightly due to the cars getting older.



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Chairman Gunsteen asked how many vehicles they have currently.

Chairman Hopkins asked if Ms. Stone is proposing to have an assistant. He stated he thinks the department is doing more with less after looking back at expenses in 2019 until now.

President Wallace stated the new software that your department has certainly seems to have done what we hoped it would.

Chairman Gandsey asked what she anticipates her next hire being.

Ms. Stone stated we currently have a few open positions that are budgeted for but vacant. We are looking for a Plan Reviewer.

Golf

Golf Professional Phil Lenz presented the Golf side of their budget. There are no personnel requests this year. Professional Development and Associations are pretty much the same as in previous years. We are requesting a couple of Capital Items, one being a GPS system for our 76-golf cart fleet. There are three reasons for that, first because it is starting to become a standard in the industry with about 70% of competing golf courses have this technology. Operationally it allows us to control cart traffic when we need to keep carts on the path. We can see where carts are from the clubhouse. We can easily pay for this item with a slight increase in cart rates if this is improved. We are also going to save a few thousand dollars by having less rangers on the course. The second item is a wall down by where the carts are that is beginning to crumble. We have an estimate of about \$5,000 to fix that.

President Wallace asked about the GPS technology and shutting off the cart.

Mr. Lenz stated they would have that feature. The grounds supervisor does such a good job keeping the course in great condition, so we do not need people driving between bunkers and greens.

Chairman LaPorte asked if we can sell ad space on it.

Mr. Lenz, stated we can.

Chairman Gunsteen asked if there is days when we are cart path only, can we keep them on it with geo-fencing and he asked about the fee.

Mr. Lenz stated that is correct and the fee shown for \$30,000 is a repeating cost. Chairman Gunsteen asked if the equipment is leased or is it free.

Mr. Lenz stated it is their equipment.

Chairman Hopkins asked how often it gets replaced.

Mr. Lenz stated when it breaks or technology changes, it's usually just software updates.



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Chairman Gandsey asked if there are options to buy.

Mr. Lenz stated he can look into it.

Chairman Hopkins asked if they are reliable if someone breaks a screen.

Mr. Lenz stated if it gets damaged, that is on the customer. If it is normal wear and tear, we would be responsible.

Chairman Hopkins asked if that would be hard to track.

Mr. Lenz stated that we have a starter who will have a good idea if there was any damage to the cart before they go out.

Chairman Gunsteen asked what the timeline would be.

Mr. Lenz stated that if we did it this year, it probably wouldn't be in the carts until July or August.

Chairman Deyne asked who would be installing them.

Mr. Lenz stated they would be installed by Club Car.

Chairman LaPorte asked if the rate would be pro-rated.

Mr. Lenz stated it is a 12-month contract.

Chairman Gandsey asked why we choose this company.

Mr. Lenz stated you typically do GPS through your cart provider. You can go outside of that, but you will get something that looks more like a phone and they do not last.

Chairman Hopkins asked if this is a selling point.

Mr. Lenz stated when COVID hit, it gave golf a boom and most of that boom was from 35-55 year old's. We are even seeing more in the 25-35-year-old range and they somewhat expect that technology. It is not an absolute must, but it is beginning to be expected from our golfers.

Chairman LaPorte stated the \$30,000 divided by 12 is \$2,500 per month. If we can sell \$2,500 per month in ad revenue, you are good to go.

Chairman Gunsteen asked who monitors this.

Mr. Lenz stated our golf shop will have a computer telling us where every golf cart is.

Chairman Gunsteen asked about adding the additional fees and revenue you are discussing, are we still competitive with the other courses in the area.



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Mr. Lenz stated we are. We did a rate survey this year and that's when we determined we can be a little more aggressive.

Chairman Gunsteen stated this would be a selling point for the younger demographic, if approved.

Mr. Lenz stated there has been other things that him and Mr. Giermak have discussed about the golf course that can really help us. They are not revenue increasers, but nice touches like better garbage cans, tee signs, etc.

Chairman Gunsteen asked if there is a call button for drinks on the GPS unit.

Mr. Lenz stated, they do.

Chairman Gandsey asked if they will give weather alerts.

Mr. Lenz stated, yes.

Chairman LaPorte stated he was down in Florida and they have tee signs that sell advertising as well.

Mr. Lenz stated he thinks that is a great idea.

Chairman Suwanski stated that you have an increase of merchandise in the pro shop and asked if there was an online purchase option there.

Mr. Lenz stated not at the moment, but with the new point of sale system, that option is out there. We are still working through it, but down the line that is something we will certainly look into. Typically, at a public golf course, you will typically only sell a golf certificate.

President Wallace asked if they are shutting down any of the holes when they redo the water system.

Mr. Giermak stated initially they will not, but we are still working with the contractor.

Chairman LaPorte asked what big items we need to be aware of at the course in the next few years.

Mr. Lenz stated we have about 8-10 years of life in the roof. We have the fire suppression system as well that needs to be replaced.

Chairman Deyne stated he has played a lot of rounds of golf at Bartlett Hills and he receives a lot of comments about how nice the course is. He stated the crew at the course is doing a phenomenal job and to keep up the good work.



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Grounds Maintenance

Mr. Giermak stated they have no personnel requests. For capital, they are budgeting for a debris blower. The current unit has exceeded its life expectancy by eight years and it is used daily during the playing season. Additionally, in the fall, its used about 8 hours per day cleaning leaves. The second item is a utility vehicle that has exceeded its life expectancy by 9 years. It is used to complete our daily assignments so it also gets a lot of use. The third item is the irrigation system that was recently approved.

Chairman Hopkins asked what we are doing with the debris blower and the utility vehicle.

Mr. Giermak stated the current utility vehicle would try to be kept. Our staff is growing in size. We are working people less hours, but getting more staff so we need more vehicles. In season, we have 13-14 staff members with only 5 utility vehicles.

Chairman Gunsteen clarified that we are adding not just replacing.

Mr. Giermak stated that was correct.

Chairman LaPorte asked him to explain the importance of the water system.

Mr. Giermak stated the course is around 130 acres. Without irrigation, you can not have a golf course. The current irrigation is coming up on 28 years old and every day we are looking at issues with it, repairing leaks, etc. Fortunately, we have not had a main line break yet, but if we do, we have to shut down the system for multiple days and likely will loose grass. The next system is all HDPE and runs in roughly 200 ft. sections which are all fused together with heat. As long as you have a qualified contractor, the possibility of having a leak is minimal. Environmentally, a new irrigation system lets you dial in exactly where you are putting your water. With water restrictions likely coming to Illinois eventually, we could run a spigot for 30 seconds or a half a spin to give just the amount of water needed. If a nozzle is cracked, the new system would let us know that the specific spigot is cracked and putting out too much water.

Chairman LaPorte asked how long the system would last.

Mr. Giermak stated they estimate 50-75 years. We might need to replace a head or satellite box, but the pipe in the ground should last at least 50 years. Right now, it is glued PVC pipe and right now that glue and primer is starting to erode so you are getting these pinhole leaks all over the golf course.

Chairman LaPorte stated technically we could reduce man-hours by having a more efficient system.

Chairman Gunsteen asked when the fire suppression system needs to be put in and what is the cost.



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Mr. Petersen stated he believes it was budgeted for \$300,000. We are just waiting for quotes to come in. Based on the condition, it should be done as soon as possible, because they cannot ensure how affective the system would be if there was a fire.

Chairman Gunsteen asked if it was because of its age.

Mr. Petersen stated yes, it is the original system and they have made new changes that eliminate rusting and leaking.

Ms. Schumacher stated the fire department has been helping us out with this. There are leaks and the pitch of how the system was installed are some of the things that would help fix it. She doesn't want to give the impression that Bartlett Hills is a fire trap, but we do not want it to become one.

Ms. Suwanski asked how this would affect our warranties we may have in our insurance policy.

Ms. Schumacher stated IRMA comes out and she believes they are coming out to do a threat assessment for us in the next few months. We do not anticipate having a problem with IRMA, but they will let us know if they do.

Mr. LaPorte asked if this replacement will affect weddings and banquets.

Mr. Petersen stated, no.

Mr. Giermak stated the only change to the professional association detail is adding Green Keeper to the line item. We have used this for maintenance schedules, but it is becoming more of an association now with providing webinars, weather outlooks, diseases guidance, etc. It pays for its self because it helps us dial in when we need to spray or not. If you can push a spray window 6 or 7 days, per month, you are saving yourself 2 or 3 fairway sprays a year and a fairway spray is roughly \$2,500.

Food and Beverage

Mr. Petersen stated he is excited to see what a non-COVID year will do for our revenue this next year. This year we went from a very light January-April with very few events, to up to 45 to end the fiscal year. He reviewed the restaurant banquet and midway budgets.

Chairman LaPorte asked Paul to talk about the success we have had with The Knot.

Mr. Petersen stated people use The Knot and Wedding Wire 73% of the time to book. We also received the Couples Choice Award from the Wedding Wire this year. Trends nowadays show you have to have uniqueness and we have added that new causal wedding package that adds revenue with lower food and labor costs. We have already booked five of those packages just in January. Always being present, answering the phone, having your prices online, 360-degree tours available, staying active with the social media, and being upfront with people when they come in are all important things.



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Chairman LaPorte asked if we advertise those top five.

Mr. Petersen stated we do a lot of research over the off season on what we think we need to do. There are common denominators and pulling those out seem to be the most important for the folks looking for a venue.

Chairman LaPorte asked if there is a common comment that the brides make.

Mr. Petersen stated 74% are choosing venues because of the price. 61% are choosing it because they have a ceremony site and a venue at the same time. the last thing is the uniqueness if the venue and being able to take pictures on the course, etc. We check a lot of boxes off for a lot of people and frankly, very few can do that at the price we offer.

Chairman Gandsey asked if that is what people typically tell us if they decide to go somewhere else.

Mr. Petersen stated why they would pick us is because of price, hospitality, we listen to them and make estimates the day of, if they want to go item by item. People are choosing more unique places like farms, castles, etc.

Ms. Schumacher stated when we talk about golf, we are the preferred location for every civic group that has a golf event. The other part of that is the food and beverage part. Paul's staff does a good job working with the planners and providers to make the post golf portion of the events enjoyable for the non-golfers too.

Chairman Gunsteen asked if we are doing anything to improve the entrance to Bartlett Hills.

Mr. Giermak stated that they are working on new signage and working on the left side with natural plantings on the left side.

President Wallace asked about the Sous Chef in the budget.

Mr. Petersen stated that should be a continuation. That position was hired last year.

There being no further business to discuss, President Wallace entertained a motion to adjourn.

Chairman Deyne moved to adjourn the Committee meeting and the motion was seconded by Chairman Laporte.



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ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 9:09 p.m.

Samuel Hughes
Deputy Village Clerk



VILLAGE OF BARTLETT
BOARD MINUTES
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1. CALL TO ORDER

President Wallace called the regular meeting of March 21, 2023 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m.

2. ROLL CALL

PRESENT: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Human Resources Director Janelle Terrance, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Asst. Finance Director Matt Coulter, Public Works Director Dan Dinges, Assistant Public Works Director Tyler Isham, Public Works Engineer Bob Allen, Planning and Development Director Kristy Stone, Grounds Superintendent Matt Giermak, Police Chief Geoff Pretkelis, Deputy Chief Will Naydenoff, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Mayor Wallace announced that there was a cancellation with a pastor and asked the board to observe a moment of silence.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

There were no additions or subtractions to the Consent Agenda.

President Wallace then recited each item that was on the Consent Agenda, including the nature of the matters being considered and other information to inform the public of



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

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

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

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

NAYS: None

ABSENT: None

MOTION CARRIED

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

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

8. TREASURER'S REPORT

Mr. Dowden stated that the Treasurer's Report for the month of January is included in the packet, as well as the sales tax report. We received \$338,672 that represents the October activity which was up \$55,969 from the prior year. As far as MFT tax, we received \$128,618 that was down about \$11,559 from the previous month which tends to fluctuate.

9. PRESIDENT'S REPORT

President Wallace stated that he wanted to recognize the following commissioners for their service to the Village of Bartlett:

Bike and Run Plan Advisory Committee - Bruce Hendricks for 7 years.

Economic Development Commission – Michelle Hughes for 4 years and Tracy Smodilla for 9 years.

He stated that the Economic Development Commission reviews the plans that could be coming into the village. They are the first eyes to look at them.



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President Wallace stated that in January 2023, village staff created the concept of a “Best Burger in Bartlett” competition. The goal behind the contest was to create buzz and foot traffic in the month of February, which can traditionally be a cold dreary month for small business owners.

Throughout the month of January, staff solicited nominations from businesses, bringing in 13 total participants. GIS and Administration staff worked together to implement an online webpage that was the hub for voting, and promoted the program on social media, encouraging residents to stop in at their favorite Bartlett eateries for a burger.

Voting was open throughout the month of February, where 627 total votes were cast, with 81 going to the first ever “Best Burger in Bartlett”, McMae’s Tavern and Grill. The Boss’s Signature and Hoot-Dogs received honorable mention with 75 and 73 votes respectively. He congratulated McMae’s and thanked all of the 13 participating businesses.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Suwanski asked for updates on Site E.

Village Administrator Paula Schumacher stated that there are a few things that they have to get straightened away with MWRD, the plat and easements. The attorneys and the engineers are working to clarify all of those things. They are meeting tomorrow morning at 9:30 a.m. at the site to figure some of those things out. They are moving ahead and we want to move as quickly as we can to facilitate that.

Trustee Hopkins asked for an update on the gas station on North Bartlett and Route 20.

Planning and Development Services Director Kristy Stone stated that they recently got a court order and permissions to clean up the site. She stated that you will notice that the illegal fly dumping garbage has been removed as of yesterday.

President Wallace asked if anyone owns the property or is it bank owned.

Ms. Stone stated that it is going through the foreclosure process. Back taxes are owed and it is very complicated.

President Wallace asked if 7-Eleven is out.

Ms. Stone stated that 7-Eleven withdrew their contract.



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11. TOWN HALL

Arlene Lachowicz, 1018 Bentley Lane

Ms. Lachowicz stated that she was a crossing guard at Sycamore Elementary School. She was there on behalf of the staff as well as herself to thank the village and the police department for changing the traffic pattern exiting the school. She stated that she was almost hit by a car several times. Two new signs were put up as well as pylons to eliminate left turns. There is also no parking in front of the school. As of this change, everyone is so much safer. She stated that everyone is outside of the school parking lot by nine minutes after two. She thanked everyone.

Trustee LaPorte thanked the village staff as well.

Tracy Smodilla, 645 Aspen Court

Ms. Smodilla stated that she recently learned from the clerk and the mayor that the village has received many applications from the residents who want to step up and serve on the commission's, especially since there has been a history of sometimes difficulty filling those positions. Nearly 10 years of serving, she knows that any position in government, elected or appointed, deserves the opportunity of fresh perspective from its constituency in the mission to best serve the community as a whole. She was encouraged by those answering the call. Her interest in economic development predates her 2013 appointment to the Economic Development Commission (EDC). In 1999, she helped lead the charge to defeat a 1,500 megawatt power plant that was going to be constructed in what we now know as Brewster Creek Business Park. Bartlett citizens advocating for responsible environments in the community at large knew the area deserved more productive, less risky development and we succeeded. Brewster Creek is a fine example of the sometimes necessary and hopefully temporary, public-private relationship in investment and development. During her time on the EDC she appreciated the opportunity of collaboration, consideration, and many times spirited debate on how our village can optimize the opportunities to retain and attract local businesses capitalizing on the unique term of our community. Our BEDA program has provided a spring board for opportunity and growth that is evidenced in the downtown and the Route 59 corridor. It has been delightful to see the proliferation of marketing events to help attract patients from outside the community. Her incoming commissioners, she encouraged them to be curious and sometimes contrarian. Don't be afraid to speak up and express your thoughts and opinions. Engage in opened and mindful debate with your fellow commissioners, staff, and the board. She also urged them to learn about certain levers used to spur economic development and their impact on the community and other taxing districts, especially TIF's. To her fellow commissioners, past and present, and to staff, it has been an honor and pleasure to serve with them. She has cherished and learned from the mindful deliberations. Continue to do good work for the community and the taxpayers. To village



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board members, past and present, she thanked them for their trust and confidence that she would serve the commission with integrity and passion for the betterment of our entire community. She wished them all well with the work at hand and for the work in the future to keep Bartlett the kind of hometown where we all want to live, work, and play.

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was nothing to report.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that there was nothing to report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Resolution 2023-22-R, a Resolution Approving of Disbursement Request for Payout No. 5 from the Subordinate Lien Tax Increment Revenue Note, Series 2020 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project was covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated that there was nothing to report.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that the Emergency Operations Plan Update was covered and approved under the Consent Agenda.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN, CHAIRMAN LAPORTE

Trustee LaPorte presented Resolution 2023-21-R, a Resolution Awarding Contract and Approving the Contract Agreement Between Boller Construction Co., Inc. and the Village of Bartlett for the Stearns Road Pump Station Modifications.

Trustee LaPorte moved to approve Resolution 2023-21-R, a Resolution Awarding Contract and Approving the Contract Agreement Between Boller Construction Co., Inc. and the Village of Bartlett for the Stearns Road Pump Station Modifications and that motion was seconded by Trustee Deyne.



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Trustee Hopkins thanked staff for looking at the lowest bidder and determining that they may not be a good fit for the village. He thinks that helps to protect the village.

Trustee Suwanski asked when they anticipated the work to start.

Mr. Dinges stated that the biggest issue is getting the electrical components. They need to get the project awarded so they can go through the submittal process. Once the purchase order is made with the various suppliers, they will get a timeframe when the material will arrive. The contact will schedule from there. They had a pre-bid meeting where they were able to talk to the contractors and get a feel for the delivery of materials. They wanted to make sure they left enough time in the bid to account for that. Completion was estimated at about two years.

ROLL CALL VOTE TO APPROVE RESOLUTION 2023-21-R AWARDING CONTRACT AND AGREEMENT WITH BOLLER CONSTRUCTION FOR STEARNS ROAD PUMP STATION MODIFICATIONS

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

NAYS: None

ABSENT: None

MOTION CARRIED

Trustee LaPorte stated that Resolution 2023-23-R, a Resolution Approving of the Contract for the Biosolids Disposal Service Agreement Between the Village of Bartlett and Synagro Central, LLC and Resolution 2023-24-R, a Resolution Approving the Construction Engineering Services Agreement with Christopher B. Burke Engineering, Ltd. were covered and approved under the Consent Agenda.

13. NEW BUSINESS

President Wallace stated that MMR10, Inc. DBA Yummy Poke has applied for a Class B liquor license.

He stated that if there were no objections from the Board he would issue the Class B liquor license.

Trustee Deyne asked where they are located.

President Wallace stated "The Streets of Bartlett".



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14. QUESTION/ANSWER PRESIDENT & TRUSTEES

The board sang Happy Birthday to Trustee Gandsey and Assistant Village Administrator Scott Skrycki.

Trustee Gandsey stated that there was no where she would rather be on her birthday than with these very smart people.

15. ADJOURN

President Wallace stated that the Board will adjourn and there will be a Committee of the Whole meeting immediately following.

There being no further business to discuss, Trustee Suwanski moved to adjourn the regular Board meeting and that motion was seconded by Trustee LaPorte.

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:20 p.m.

Lorna Gilles
Village Clerk

VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/4/2023

100-GENERAL FUND REVENUES

430310-TOWING/IMPOUNDING FEES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORMA BALDERRAMA	ADMINISTRATIVE TOW FEE REFUND	500.00
	INVOICES TOTAL:	500.00

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/APR 2023	893.80
	INVOICES TOTAL:	893.80

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	210.37
	INVOICES TOTAL:	210.37

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	TAPE	12.93
1 WAREHOUSE DIRECT	PENS	8.46
1 WAREHOUSE DIRECT	PUSHPINS	14.68
	INVOICES TOTAL:	36.07

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	BURGER CONTEST TROPHY	120.00
1 EXAMINER PUBLICATIONS INC	VILLAGE GARAGE SALES ADS	480.00
1 EXAMINER PUBLICATIONS INC	HOLIDAY TREE LIGHTING AD	210.00
	INVOICES TOTAL:	810.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FLAGS USA LLC	BARTLETT FLAGS	603.00
	INVOICES TOTAL:	603.00

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWIN H BENN	INTEREST ARBITRATION	10,608.00
1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	22,500.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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 INVOICES DUE ON/BEFORE 4/4/2023

1	STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	600.00
			INVOICES TOTAL: 33,708.00

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 BLA INC	HAWK HOLLOW TRAFFIC STUDY	1,417.50	
1 V3 COMPANIES LTD	ONEIDA STREET PARKING LOT	8,240.00	
			INVOICES TOTAL: 9,657.50

523600-SOCIAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 KATHRYN R JUZWIN	CONSULTING FEES/FEB 2023	1,583.33	
			INVOICES TOTAL: 1,583.33

1210-LIABILITY INSURANCE

544200-LIABILITY INS DEDUCTIBLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 INTERGOVERNMENTAL RISK MGMT AGENCY	STORAGE TANKS	926.90	
			INVOICES TOTAL: 926.90

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	145.58	
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	45.98	
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	28.00	
			INVOICES TOTAL: 219.56

522950-ORDINANCE CODIFICATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 AMERICAN LEGAL PUBLISHING	ORDINANCE SUPPLEMENTS	3,106.00	
			INVOICES TOTAL: 3,106.00

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 AMAZON CAPITAL SERVICES INC	FORMS FOR PAYROLL	41.48	
1 CENTURY PRINT & GRAPHICS	A/P CHECK FORMS	224.19	
			INVOICES TOTAL: 265.67

1500-PLANNING & DEV SERVICES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	42.52

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	28.82
	<u>INVOICES TOTAL:</u>	<u>71.34</u>

526000-SERVICE TO MAINTAIN VEHICLES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ILLINOIS SECRETARY OF STATE	REPLACEMENT PLATES/PDS VEHICLE	9.00
	<u>INVOICES TOTAL:</u>	<u>9.00</u>

532000-AUTOMOTIVE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 WEX BANK	FUEL PURCHASES - FEBRUARY 23	519.62
	<u>INVOICES TOTAL:</u>	<u>519.62</u>

541600-PROFESSIONAL DEVELOPMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 KORY SMITH	SBOC TRAINING EXPENSES	150.00
	<u>INVOICES TOTAL:</u>	<u>150.00</u>

1700-POLICE

522400-SERVICE AGREEMENTS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMCAST	CABLE SERVICE	190.03
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	65.61
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	130.64
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	325.69
1 VERIZON WIRELESS	WIRELESS SERVICES	456.12
	<u>INVOICES TOTAL:</u>	<u>1,168.09</u>

522700-COMPUTER SERVICES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMAZON CAPITAL SERVICES INC	COMPUTER SUPPLIES	63.98
1 DATACOM	UCC UPDATE	449.00
1 FOXIT SOFTWARE INCORPORATED	FOXIT LICENSES	283.49
	<u>INVOICES TOTAL:</u>	<u>796.47</u>

523100-ADVERTISING

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 EXAMINER PUBLICATIONS INC	POLICE OFFICER HELP WANTED AD	100.00
	<u>INVOICES TOTAL:</u>	<u>100.00</u>

526000-SERVICE TO MAINTAIN VEHICLES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	1,396.84
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	1,366.15
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	83.10
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	83.10

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/4/2023**

1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	83.10
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	618.00
1 MYD BARTLETT SG LLC	CAR WASH SERVICES - FEB 2023	96.00
1 ULTRA STROBE COMMUNICATIONS INC	VEHICLE EQUIPMENT REPAIRS	434.95
<u>INVOICES TOTAL:</u>		<u>4,161.24</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DOG TRAINING COLLAR	43.49
1 AMAZON CAPITAL SERVICES INC	LABELS FOR NARCAN KITS	17.94
1 THE FINER LINE INC	AWARD/ENGRAVING FEES	134.97
1 MARK DRUGS PHARMACY	LUTHER K-9 MEDICATION	198.00
1 P.F. PETTIBONE & CO	SERVICE BARS	69.90
1 WAREHOUSE DIRECT	TONER	116.99
1 WAREHOUSE DIRECT	INK CARTRIDGE	87.84
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	144.22
<u>INVOICES TOTAL:</u>		<u>813.35</u>

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	UNIFORM APPAREL	44.96
1 RAY O'HERRON CO INC	5-STAR CAP	44.96
<u>INVOICES TOTAL:</u>		<u>89.92</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - FEBRUARY 23	9,949.57
<u>INVOICES TOTAL:</u>		<u>9,949.57</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	PAPER	122.20
1 AMAZON CAPITAL SERVICES INC	LABELS	26.99
1 AMAZON CAPITAL SERVICES INC	WALL CLOCK	18.70
1 WAREHOUSE DIRECT	ENVELOPES/BATTERIES/SUPPLIES	328.66
1 WAREHOUSE DIRECT	CREDIT - RETURN	-6.60
<u>INVOICES TOTAL:</u>		<u>489.95</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRST RESPONDER HEALTH	WELLNESS & FITNESS TRAINING	5,400.00
<u>INVOICES TOTAL:</u>		<u>5,400.00</u>

542000-PLANNING & RESEARCH

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 POWERDMS INC	POWERPOLICY SUBSCRIPTION	6,188.64

** Indicates pre-issue check.

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INVOICES TOTAL: 6,188.64

544001-PRISONER DETENTION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT SOAP N SUDS	DETENTION BLANKET CLEANING	48.75
<u>INVOICES TOTAL:</u>		<u>48.75</u>

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

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

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	6,668.66
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	181.98
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	59.74
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,625.25
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	24.87
<u>INVOICES TOTAL:</u>		<u>8,560.50</u>

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	54.00
1 MIDWEST COMPOST - ELGIN	BRUSH DISPOSAL	54.00
1 MIDWEST COMPOST - ELGIN	BRUSH DISPOSAL	54.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	54.00
<u>INVOICES TOTAL:</u>		<u>216.00</u>

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE SAVANNA GROUP INC	HOLIDAY LIGHTING REMOVAL	3,510.50
<u>INVOICES TOTAL:</u>		<u>3,510.50</u>

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	WOOD STAKES/SUPPLIES	757.20
<u>INVOICES TOTAL:</u>		<u>757.20</u>

527140-TREE TRIMMING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABBOTT TREE CARE PROFESSIONALS LLC	TREE TRIMMING SERVICES	1,845.00
<u>INVOICES TOTAL:</u>		<u>1,845.00</u>

** Indicates pre-issue check.

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530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	249.70
1 GRAINGER	HOOKS	39.93
1 GRAINGER	HOOKS	43.11
1 GRAINGER	MATERIALS & SUPPLIES	101.40
1 RANDALL PRESSURE SYSTEMS INC	MATERIALS & SUPPLIES	298.93
1 WAREHOUSE DIRECT	PAPER/TRASH BAGS/PENS	105.07
1 WAREHOUSE DIRECT	COFFEE/SUGAR	117.08
1 WAREHOUSE DIRECT	TRASH BAGS	20.83
INVOICES TOTAL:		976.05

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARLINGTON POWER EQUIPMENT INC	SAWS	667.98
INVOICES TOTAL:		667.98

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - FEBRUARY 23	6,919.02
INVOICES TOTAL:		6,919.02

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	605.09
1 INTERSTATE BATTERY SYSTEM	MAINTENANCE SUPPLIES	52.95
1 INTERSTATE BILLING SERVICE INC	SHIPPING FEE	15.00
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	15.45
1 RANDALL PRESSURE SYSTEMS INC	CREDIT	-76.55
1 RANDALL PRESSURE SYSTEMS INC	DUST PROTECTORS	67.20
1 SAUBER MFG CO	MAINTENANCE SUPPLIES	168.09
1 STANDARD INDUSTRIAL & AUTOMOTIVE	ANNUAL LIFT INSPECTION FEES	385.00
INVOICES TOTAL:		1,232.23

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRAFFIC CONTROL & PROTECTION INC	STREET SIGN MATERIALS	1,580.00
1 TRAFFIC CONTROL & PROTECTION INC	STREET SIGN MATERIALS	393.00
1 WELCH BROS INC	GRAVEL PURCHASE	840.00
INVOICES TOTAL:		2,813.00

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATTHEW BURRIS	PLUMBING SERVICES	58.33
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	45.00
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	106.42

** Indicates pre-issue check.

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INVOICES TOTAL: 209.75

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	2,495.52
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	684.95
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	647.76
1 STEINER ELECTRIC COMPANY	MIDGET FUSES	10.96
1 STEINER ELECTRIC COMPANY	CREDIT/COM-ED REBATE INCENTIVE	-1,200.00
<u>INVOICES TOTAL:</u>		<u>2,639.19</u>

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING RESOURCE ASSOCIATES	ONEIDA BASIN IMPROVEMENTS	1,590.90
1 WELCH BROS INC	PVC MATERIALS/SUPPLIES	329.31
<u>INVOICES TOTAL:</u>		<u>1,920.21</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 JUDY CONTRERAS	REIMBURSEMENT FOR TIRE DAMAGE	1,130.59
<u>INVOICES TOTAL:</u>		<u>1,130.59</u>

2200-MFT EXPENDITURES

583005-MFT MAINTENANCE PROGRAM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHASTAIN & ASSOCIATES LLC	NORTH AVE RESURFACING PROJECT	7,771.54
<u>INVOICES TOTAL:</u>		<u>7,771.54</u>

3000-DEBT SERVICE EXPENDITURES

523700-AGENTS FEES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UMB BANK N.A.	AGENT FEES/SERIES 2022A	318.00
<u>INVOICES TOTAL:</u>		<u>318.00</u>

4200-MUNICIPAL BLDG PROJECTS EXP

584022-PARKING LOT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 V3 COMPANIES LTD	OAK STREET PARKING LOT	9,400.00
<u>INVOICES TOTAL:</u>		<u>9,400.00</u>

4800-BREWSTER CREEK TIF MUN ACC EXP

** Indicates pre-issue check.

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582015-BREWSTER CRK SANTY W/S DISTRIB

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VAPEX ENVIRONMENTAL LLC	SEWER ODOR ELIMINATOR	125,495.00
INVOICES TOTAL:		125,495.00

5000-WATER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAYNE CHRISTENSEN COMPANY	WELL PUMP REPAIRS	1,230.00
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	564.00
INVOICES TOTAL:		1,794.00

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	PLOTTER MAINTENANCE SERVICE	12.00
1 VERIZON WIRELESS	WIRELESS SERVICES	377.84
INVOICES TOTAL:		389.84

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MARCH 2023 BILLING	729.70
INVOICES TOTAL:		729.70

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	BID NOTICE	82.50
INVOICES TOTAL:		82.50

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	230.89
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	70.04
1 NEXAMP INC	ELECTRIC BILL	336.88
1 NICOR GAS	GAS BILL	614.68
INVOICES TOTAL:		1,252.49

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VULCAN CONSTRUCTION MATERIALS LLC	GRAVEL PURCHASE	634.73
INVOICES TOTAL:		634.73

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MATERIALS & SUPPLIES	385.50
1 CORE & MAIN LP	MATERIALS & SUPPLIES	321.24

** Indicates pre-issue check.

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1 WAREHOUSE DIRECT	PAPER/TRASH BAGS/PENS	105.07
1 WAREHOUSE DIRECT	COFFEE/SUGAR	117.09
1 WAREHOUSE DIRECT	TRASH BAGS	20.83
1 WELCH BROS INC	MATERIALS & SUPPLIES	221.25
1 WELCH BROS INC	MATERIALS & SUPPLIES	466.25
	INVOICES TOTAL:	1,637.23

532000-AUTOMOTIVE SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 WEX BANK	FUEL PURCHASES - FEBRUARY 23	862.56
	INVOICES TOTAL:	862.56

534300-EQUIPMENT MAINTENANCE MATLS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 HAWKINS INC	MAINTENANCE SUPPLIES	333.55
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	15.46
	INVOICES TOTAL:	349.01

534600-BUILDING MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 MATTHEW BURRIS	PLUMBING SERVICES	58.33
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	45.00
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	106.43
	INVOICES TOTAL:	209.76

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GREGORY JONAS	REFUND/WATER BILL OVERPAYMENT	71.50
	INVOICES TOTAL:	71.50

5090-WATER CAPITAL PROJECTS EXP

581029-WATERMAIN REPLACEMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 JUDY LAFRONZA	SEWER REPAIR REIMBURSEMENT	5,350.00
	INVOICES TOTAL:	5,350.00

581031-LEAK SURVEY/REPAIR

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	876.00
	INVOICES TOTAL:	876.00

5100-SEWER OPERATING EXPENSES

** Indicates pre-issue check.

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522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	PLOTTER MAINTENANCE SERVICE	12.00
	INVOICES TOTAL:	12.00

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MARCH 2023 BILLING	729.70
	INVOICES TOTAL:	729.70

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TEKLAB INC	SAMPLE TESTING	1,011.90
	INVOICES TOTAL:	1,011.90

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	LIFT STN/FORCE MAIN BID NOTICES	204.00
	INVOICES TOTAL:	204.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	162.60
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	167.90
1 NEXAMP INC	ELECTRIC BILL	658.72
	INVOICES TOTAL:	989.22

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VULCAN CONSTRUCTION MATERIALS LLC	GRAVEL PURCHASE	1,850.98
1 WELCH BROS INC	GRAVEL PURCHASE	168.00
	INVOICES TOTAL:	2,018.98

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	249.70
1 CORE & MAIN LP	MATERIALS & SUPPLIES	430.82
1 PRO CHEM INC	CLEANING SUPPLIES/GLOVES	1,499.54
	INVOICES TOTAL:	2,180.06

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	5,220.65
1 HAWKINS INC	CHEMICAL SUPPLIES	8,353.33
1 HAWKINS INC	CHEMICAL SUPPLIES	4,888.60
1 HAWKINS INC	CHEMICAL SUPPLIES	4,004.20

** Indicates pre-issue check.

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1 HAWKINS INC	CHEMICAL SUPPLIES	1,240.36
1 HAWKINS INC	CHEMICAL SUPPLIES	30.00
1 HAWKINS INC	CHEMICAL SUPPLIES	6,435.05
1 HAWKINS INC	CHEMICAL SUPPLIES	7,346.57
1 SOLENIS LLC	CHEMICAL SUPPLIES	16,831.47
INVOICES TOTAL:		54,350.23

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - FEBRUARY 23	1,578.55
INVOICES TOTAL:		1,578.55

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	7.77
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	153.75
1 GRAINGER	MAINTENANCE SUPPLIES	104.86
1 KIMBALL MIDWEST	MAINTENANCE SUPPLIES	315.76
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	15.46
1 STANDARD EQUIPMENT COMPANY	EQUIPMENT REPAIRS/PARTS	1,195.00
1 STENSTROM PETROLEUM SERVICES INC	MONTHLY INSPECTION FEE	150.00
INVOICES TOTAL:		1,942.60

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATTHEW BURRIS	PLUMBING SERVICES	58.34
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	106.43
INVOICES TOTAL:		164.77

510000-SEWER FUND

200504-FRWRD PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE CO SEWER TREATMENT/MAR 23	883.61
INVOICES TOTAL:		883.61

5190-SEWER CAPITAL PROJECTS EXP

582025-SANITARY SEWER EVALUATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEENAH FOUNDRY COMPANY	SOLID LIDS	6,200.00
INVOICES TOTAL:		6,200.00

582026-LIFT STATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TROTTER & ASSOCIATES INC	LIFT STATION REHAB PROJECT	1,248.00

** Indicates pre-issue check.

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INVOICES TOTAL: 1,248.00

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOSEPH J HENDERSON & SON INC	BITTERSWEET WRF IMPROVEMENTS	1,119,639.15
1 STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF - RPR	26,035.05
1 STRAND ASSOCIATES INC	WRF - CONTRACT ADMIN	23,600.00
1 STRAND ASSOCIATES INC	WRF - START-UP & TRAINING	17,880.00
INVOICES TOTAL:		1,187,154.20

5200-PARKING OPERATING EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	79.07
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	26.71
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	45.57
1 NEXAMP INC	ELECTRIC BILL	155.08
INVOICES TOTAL:		306.43

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	117.50
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	60.15
INVOICES TOTAL:		177.65

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANTAGE PLUMBING & SEWER CO	KITCHEN SINK MAINTENANCE	424.00
1 JENSEN'S PLUMBING & HEATING INC	EXHAUST FAN REPAIRS	471.25
1 PATRICK ELECTRICAL SERVICE	ELECTRIC CIRCUIT REPAIRS	350.00
INVOICES TOTAL:		1,245.25

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,033.53
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	16.71
1 NEXAMP INC	ELECTRIC BILL	7.68
INVOICES TOTAL:		1,057.92

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CREDIT CARD MACHINE STANDS	107.90
1 EDWARD DON & COMPANY	PAPER TOWELS/COTTON GLOVES	342.00

** Indicates pre-issue check.

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1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	28.31
		INVOICES TOTAL: 478.21

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	1,949.45
		INVOICES TOTAL: 1,949.45

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MULTISYSTEM MANAGEMENT COMPANY INC	ADDITIONAL JANITORIAL SERVICES	720.00
		INVOICES TOTAL: 720.00

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GOLDMORE MECHANICAL LLC	PUMP REBUILD	6,115.45
		INVOICES TOTAL: 6,115.45

5510-GOLF MAINTENANCE EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
		INVOICES TOTAL: 75.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	344.50
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	5.58
		INVOICES TOTAL: 350.08

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	BATTERY	59.39
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	1,400.92
1 REINDERS INC	MAINTENANCE SUPPLIES	350.83
1 REINDERS INC	MAINTENANCE SUPPLIES	75.62
1 REVELS TURF & TRACTOR LLC	MAINTENANCE SUPPLIES	64.92
		INVOICES TOTAL: 1,951.68

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	87.50

** Indicates pre-issue check.

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1 ECOLAB INC	WATER SOFTENER RENTAL	49.50
		INVOICES TOTAL: 137.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	172.25
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	2.78
		INVOICES TOTAL: 175.03

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	PAPER TOWELS/COTTON GLOVES	80.00
1 SYSCO CHICAGO INC	TACO HOLDERS/SUPPLIES	60.00
1 SYSCO CHICAGO INC	STEAM TABLE PAN	26.26
		INVOICES TOTAL: 166.26

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	KITCHEN SCALE/SUPPLIES	40.97
		INVOICES TOTAL: 40.97

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	618.61
1 ELGIN BEVERAGE CO	BEER PURCHASE	203.37
1 EUCLID BEVERAGE LLC	BEER PURCHASE	638.72
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	40.00
1 GRECO AND SONS INC	FOOD PURCHASE	600.00
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	424.09
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	500.00
1 SYSCO CHICAGO INC	FOOD PURCHASE	700.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	100.00
		INVOICES TOTAL: 3,824.79

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	87.50
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 ALSCO	LINEN SERVICES	84.74
1 ECOLAB INC	WATER SOFTENER RENTAL	49.50
		INVOICES TOTAL: 241.74

524120-UTILITIES

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

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/4/2023

1 COMMONWEALTH EDISON CO	ELECTRIC BILL	172.25
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	2.78
INVOICES TOTAL:		175.03

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	PAPER TOWELS/COTTON GLOVES	399.23
1 MLA WHOLESALE INC	FLOWERS	135.35
1 SIGNARAMA	WEDDING BANNER	65.00
1 SYSCO CHICAGO INC	TACO HOLDERS/SUPPLIES	48.03
1 SYSCO CHICAGO INC	DECANTERS	114.74
1 SYSCO CHICAGO INC	STEAM TABLE PANS	42.76
INVOICES TOTAL:		805.11

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	359.04
1 THE BAKING INSTITUTE BAKERY CO	CUPCAKES	310.29
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	183.74
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	1,400.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	32.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	310.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	373.47
1 GRECO AND SONS INC	FOOD PURCHASE	326.73
1 GRECO AND SONS INC	FOOD PURCHASE	135.77
1 GRECO AND SONS INC	FOOD PURCHASE	990.64
1 GRECO AND SONS INC	FOOD PURCHASE	280.08
1 IL GIARDINO DEL DOLCE INC	BAKERY PURCHASE	149.00
1 IL GIARDINO DEL DOLCE INC	PASTRIES & COOKIES	130.00
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	500.00
1 SYSCO CHICAGO INC	FOOD PURCHASE	2,252.06
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	1,807.47
INVOICES TOTAL:		9,540.29

5580-GOLF MIDWAY EXPENSES

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	1,000.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	149.55
1 EUCLID BEVERAGE LLC	BEER PURCHASE	217.55
1 GRECO AND SONS INC	FOOD PURCHASE	700.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	116.56
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	156.60
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	118.16
1 SYSCO CHICAGO INC	FOOD PURCHASE	615.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	100.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/4/2023

INVOICES TOTAL: 3,173.42

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONVERGINT TECHNOLOGIES LLC	SOFTWARE UPGRADE/SUPPORT	3,858.65
1 METALMASTER ROOFMASTER INC	ANNUAL SERVICE AGREEMENT	549.00
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	2,859.00
<u>INVOICES TOTAL:</u>		<u>7,266.65</u>

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VC3 INC	MONTHLY SERVICE AGREEMENT	2,499.00
<u>INVOICES TOTAL:</u>		<u>2,499.00</u>

523001-PERSONNEL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 FIGMENT GROUP INC	DOT DRUG/ALCOHOL POLICY FOR P.W.	350.00
<u>INVOICES TOTAL:</u>		<u>350.00</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACTION LOCK & KEY INC	EXIT DEVICE REPAIRS	200.00
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	239.60
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	274.13
<u>INVOICES TOTAL:</u>		<u>713.73</u>

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,243.16
1 COMCAST	INTERNET SERVICE	228.40
<u>INVOICES TOTAL:</u>		<u>4,471.56</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	475.87
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	73.90
1 NEXAMP INC	ELECTRIC BILL	49.18
<u>INVOICES TOTAL:</u>		<u>598.95</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	8 PORT GIGABIT SWITCH	69.99
1 AMAZON CAPITAL SERVICES INC	WATER COOLER FILTERS	69.99
1 WAREHOUSE DIRECT	DINNER NAPKINS	74.47

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/4/2023

1 WAREHOUSE DIRECT	DINNER NAPKINS	60.93
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	73.21
INVOICES TOTAL:		348.59

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	DOOR CLOSER	652.45
1 L.E.D. RITE LLC	LIGHTING REPLACEMENTS	1,982.75
INVOICES TOTAL:		2,635.20

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOWN & COUNTRY GARDENS EL	FLOWERS	315.98
INVOICES TOTAL:		315.98

GRAND TOTAL: 1,585,683.46

GENERAL FUND	115,885.36
MOTOR FUEL TAX FUND	7,771.54
DEBT SERVICE FUND	318.00
MUNICIPAL BUILDING FUND	9,400.00
BREWSTER CREEK TIF MUN ACCT	125,495.00
WATER FUND	14,239.32
SEWER FUND	1,260,667.82
PARKING FUND	306.43
GOLF FUND	32,400.33
CENTRAL SERVICES FUND	19,199.66
GRAND TOTAL	1,585,683.46

** Indicates pre-issue check.

COMMISSION APPOINTMENT

Economic Development Commission

Two-Year Term

With the advice and consent of the Village Board, I appoint Mike Densford to a 2-year term on the Economic Development Commission beginning April 4, 2023 and ending April 4, 2025.

Motion to Concur to the Appointment of Mike Densford to the Economic Development Commission for a 2-Year Term.

Lorna Giles

From: webmaster@village.bartlett.il.us
Sent: Monday, October 24, 2022 9:44 AM
To: Chris Hostetler; Paula Schumacher; Lorna Giles
Subject: Board & Commission Application

*Letter Sent
10-25-22*

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: 10/24/2022 7:43 AM
Response #: 48
Submitter ID: 5218
IP address: 2601:246:4400:38f:f0a7:f60d:f734:76fb
Time to complete: 3 min. , 24 sec.

Survey Details

Page 1

1. Please answer all of the questions below.

Name: Michael Densford
Address: 817 Brookside Dr
Phone: (630) 532-4657
Email: Densford81@gmail.com
How long have you been a Bartlett resident? 10 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:

Small business owner for 15 years, 2 years in Bartlett. My business puts me in direct touch with citizens and I get to hear many of their opinions. I'm also involved with local youth sport teams, and I'm an active member of the Chamber.

Thank you,
Village of Bartlett

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



Agenda Item Executive Summary

Item Name Water Rate Increase Committee or Board Board

BUDGET IMPACT			
Amount:	N/A	Budgeted	N/A
List what fund	Water Fund		
EXECUTIVE SUMMARY			
Attached is an ordinance that amends the current Village Municipal Code regarding water charges. The water rate increase of 3% is proposed to fund capital improvements approved in the capital budget and an anticipated 4% DuPage Water Commission rate increase. No sewer rate increases are being proposed for this year. The water rate increase will be effective starting with the May 1, 2023 bills.			
ATTACHMENTS (PLEASE LIST)			
Memo 23-06 Water Rate Increase Ordinance Memo 23-04 Water and Sewer Rate Review			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Ordinance 2023-_____, an ordinance amending the Bartlett Municipal Code regarding water charges.

Staff: Todd Dowden, Finance Director

Date: 03/27/23

Village of Bartlett
Finance Department Memo
23-06

DATE: March 27, 2023

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director
Dan Dinges, Public Works Director

SUBJECT: Water Rate Increase

Water and Sewer rates are reviewed each year during the budget process. The current water rate has been in effect since May 1, 2022. Sewer rates were also last increased effective with the May 1, 2022 bills. That was the second year of a three-year rate increase plan to fund capital improvements from the Sewer Fund. The increases were for infrastructure improvements required at the wastewater treatment facility in DuPage County, the excess flow facility in Cook County, and for other rehabilitation projects throughout the collection system.

Water Charges

Based on the water projects approved in the capital budget, an anticipated 4% rate increase from the DuPage Water Commission, and discussions with the board, a 3% increase in the water rate to \$12.60 per 1,000 gallons is proposed for the 23/24 fiscal year. The 23/24 budget includes \$3,155,000 of capital improvements. Projects include water tower painting at a cost of \$1,205,000 and the first full year of the meter changeout program at \$1.45 million, with \$500,000 coming from American Recover Plan Act funds. Other capital projects include \$300,000 for the annual main replacement program, \$500,000 for the Stearns Road pump improvements, \$50,000 for old infrastructure removal, and \$25,000 for the fire hydrant painting program. The proposed budget for capital improvements and debt service for previous projects account for 37% of the total. Operating costs would account for 63% or \$7.92 per 1,000 gallons, with \$5.39, or 68% of operating for purchasing water.

The water fund's cash balance at 4/30/23 is estimated to be \$6,307,288, which is above the policy balance. The balance at 4/30/24 is estimated to be \$5,553,140, which is a \$754,148 reduction of the balance. The remaining projected balance amount of \$1,792,119 above the maximum policy balance is in the Capital Improvement Plan to be used for the meter changeout program and other capital improvements. This will reduce the balance to about \$3.3 million, which would be within the policy range. Future increases will be required and will be reviewed on an annual basis. On the next page is a chart of the water rate history from January 1, 2012.

Effective Bill Date	Rate Per 1,000 gal	Percent Change
Water Charge Jan 1, 2012	\$6.36	
Water Charge May 1, 2017	\$7.64	20%
Water Charge May 1, 2018	\$9.70	27%
Water Charge May 1, 2019	\$11.76	21%
Water Charge May 1, 2022	\$12.23	4%
Water Charge May 1, 2023 Proposed	\$12.60	3%
Total increase	\$6.24	98%

Sewer Charges

Sewer rate increases are proposed to be postponed due to the delay in completing the Bittersweet Wastewater Treatment Plant (WWTP). Capital projects are being funded with available balance from prior rate increases in anticipation of the Bittersweet WWTP project debt service payments. Rate increases are expected to be proposed for the 24/25 fiscal year to fund capital projects and additional debt service payments expected to begin in the fall of 2024. The 23/24 capital projects will be funded by \$1 million from American Recovery Plan Act funds for the annual sewer rehabilitation and improvements at the Bittersweet WWTP are being financed by low interest IEPA loans. Annual debt service payments for the WWTP are estimated to be just over \$2 million. To generate an additional \$475,000 starting in fiscal 24/25, Cook County rates would be increased by 5.1% and DuPage County rates by 8.6%. The rates are structured in a way that the Devon Avenue project is being funded by Cook County residents/customers while the Bittersweet WWTP and the 2014 IEPA loan for WWTP improvements are being funded by DuPage County residents/customers. The proposed budget would have 33% of Cook County generated revenue to fund debt service for the Devon Avenue project and 67% for operating costs. The DuPage County generated revenue would go 68% for operating costs, 3% for prior IEPA loan payments, and 29% for future debt service and capital projects.

The fund's cash balance at 4/30/23 is estimated to be \$3,471,589, which would be over the maximum policy balance by \$1,944,573. The balance at 4/30/24 is estimated to increase to \$5,362,171 due to the use of ARPA funds and the delay in IEPA loan payments. It would be over the maximum policy balance by \$3,725,505. If the rates were increased starting with the fiscal 24/25 year as given above, the fund balance would decrease \$1,673,785 by 4/30/24 to \$3,688,386.

On the next page is a chart that shows the impact of the proposed rate increase on a monthly bill for 6,000 gallons of water.

Impact of increase on Monthly Bill Fiscal 23/24									
	Cook County			DuPage County			Kane County		
	Current	Estimate	Change	Current	Estimate	Change	Current	Estimate	Change
Water	\$73.38	\$75.60	\$2.22	\$73.38	\$75.60	\$2.22	\$73.38	\$75.60	\$2.22
Sewer	\$25.78	\$25.78	\$0.00	\$46.96	\$46.96	\$0.00	\$19.19	\$19.19	\$0.00
Total	\$99.16	\$101.38	\$2.22	\$120.34	\$122.56	\$2.22	\$92.57	\$94.79	\$2.22
	Percent Change		2.2%	Percent Change		1.8%	Percent Change		2.4%

I move to approve ordinance 2023- _____, an ordinance amending the Bartlett Municipal Code regarding water charges.

ORDINANCE 2023 - _____

**AN ORDINANCE AMENDING THE BARTLETT
MUNICIPAL CODE REGARDING WATER CHARGES**

WHEREAS, the corporate authorities have determined that the increased cost of operating the water system of the Village of Bartlett have made it necessary for the Village to adjust its customary charges for the use of the water system.

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

SECTION ONE: Section 7-5B-1, Water Rates, of the Bartlett Municipal Code is amended to read as follows:

7-5B-1 WATER RATES: Effective May 1, 2023, the amount to be charged to each user of water from the Bartlett water distribution system shall be computed at the rate of twelve dollars and sixty cents (\$12.60) per thousand gallons with a minimum charge of thirty-one dollars and fifty cents (\$31.50) monthly to reimburse the Village for the cost of operating and maintaining a water distribution system ready to serve each user. All Bartlett residents who are age sixty five (65) and over and who are responsible for the payment of their own water charges shall receive a ten percent (10%) discount on all water charges.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED this 4th day of April 2023

APPROVED this 4th day of April 2023

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2023 - _____, enacted on April 4, 2023, and approved on April 4, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Village of Bartlett
Finance Department Memo
23-04

DATE: March 13, 2023

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director
Dan Dinges, Public Works Director

SUBJECT: Water and Sewer Rate Review

Water and Sewer rates are reviewed each year during the budget process. The current water rate has been in effect since May 1, 2022. Sewer rates were also last increased effective with the May 1, 2022 bills. That was the second year of a three-year rate increase plan to fund capital improvements from the Sewer Fund. The increases were for infrastructure improvements required at the wastewater treatment facility in DuPage County, the excess flow facility in Cook County, and for other rehabilitation projects throughout the collection system.

Water Charges

Based on the water projects approved in the capital budget and a projected 4% rate increase from the DuPage Water Commission, a 4% increase in the water rate to \$12.72 per 1,000 gallons is proposed for the 23/24 fiscal year. The 23/24 budget includes \$3,155,000 of capital improvements. Projects include water tower painting at a cost of \$1,205,000 and the first full year of the meter changeout program at \$1.45 million, with \$500,000 coming from American Recover Plan Act funds. Other capital projects include \$300,000 for the annual main replacement program, \$500,000 for the Stearns Road pump improvements, \$50,000 for old infrastructure removal, and \$25,000 for the fire hydrant painting program. The proposed budget for capital improvements and debt service for previous projects account for 37% of the total. Operating costs would account for 63% or \$8.00 per 1,000 gallons, with \$5.39, or 67% of operating for purchasing water.

The water fund's cash balance at 4/30/23 is estimated to be \$6,307,288, which is above the policy balance. The balance at 4/30/24 is estimated to be \$5,673,140. This would be \$1,912,119 above the maximum balance when including 25% of the annual debt service. These funds are in the Capital Improvement Plan to be used for the meter changeout program and other capital improvements to reduce the balance to about \$3.3 million, which would be within the policy range. A 4% annual increase to the rate or an increase in revenue of \$480,000 is included in the attached projections through fiscal 26/27. On the next page is a chart of the water rate history from January 1, 2012.

Effective Bill Date	Rate Per 1,000 gal	Percent Change
Water Charge Jan 1, 2012	\$6.36	
Water Charge May 1, 2017	\$7.64	20%
Water Charge May 1, 2018	\$9.70	27%
Water Charge May 1, 2019	\$11.76	21%
Water Charge May 1, 2022	\$12.23	4%
Water Charge May 1, 2023 Proposed	\$12.72	4%
Water Charge May 1, 2024 Proposed	\$13.23	4%
Water Charge May 1, 2025 Proposed	\$13.76	4%
Water Charge May 1, 2026 Proposed	\$14.31	4%
Total increase	\$7.95	125%

Sewer Charges

Sewer rate increases are proposed to be postponed again due to the delay in completing the Bittersweet Wastewater Treatment Plant (WWTP). Capital projects are being funded with available balance from prior rate increases in anticipation of the Bittersweet WWTP project debt service payments. Rate increases are now being proposed for the 24/25 fiscal year to fund capital projects and additional debt service payments expected to begin in the fall of 2024. The 23/24 capital projects will be funded by \$1 million from American Recovery Plan Act funds for the annual sewer rehabilitation and improvements at the Bittersweet WWTP are being financed by low interest IEPA loans. Annual debt service payments for the WWTP are estimated to be just over \$2 million. To generate an additional \$475,000 starting in fiscal 24/25, Cook County rates would be increased by 5.1% and DuPage County rates by 8.6%. The rates are structured in a way that the Devon Avenue project is being funded by Cook County residents/customers while the Bittersweet WWTP and the 2014 IEPA loan for WWTP improvements are being funded by DuPage County residents/customers. The proposed budget would have 33% of Cook County generated revenue to fund debt service for the Devon Avenue project and 67% for operating costs. The DuPage County generated revenue would go 68% for operating costs, 3% for prior IEPA loan payments, and 29% for future debt service and capital projects.

The fund's cash balance at 4/30/23 is estimated to be \$3,471,589, which would be over the maximum policy balance by \$1,944,573. The balance at 4/30/24 is estimated to increase to \$5,362,171 due to the use of ARPA funds and the delay in IEPA loan payments. It would be over the maximum policy balance by \$3,725,505. If the rates were increased starting with the fiscal 24/25 year as given above, the fund balance would decrease \$1,673,785 by 4/30/24 to \$3,688,386. An annual increase in revenue of \$475,000 is included in the attached projections through fiscal 26/27. On the next page is a chart of sewer rates for the three counties starting from January 1, 2012.

Sewer Rate History

Cook County	5/1/2012	5/1/2017	5/1/2018	5/1/2019	5/1/2022	Proposed rate increases		
						5/1/2024	5/1/2025	5/1/2026
Flat Fee	\$9.21	\$11.05	\$13.71	\$16.37	\$17.20	\$18.03	\$18.86	\$19.69
Per 1,000 gallons	\$0.77	\$0.92	\$1.14	\$1.36	\$1.43	\$1.50	\$1.57	\$1.64
Annual Increase		20.0%	24.1%	19.4%	5.1%	4.8%	4.6%	4.4%

DuPage County	5/1/2012	5/1/2017	5/1/2018	5/1/2019	5/1/2022	Proposed rate increases		
						5/1/2024	5/1/2025	5/1/2026
Flat Fee	\$10.85	\$13.02	\$16.94	\$20.86	\$22.66	\$24.46	\$26.26	\$28.06
Per 1,000 gallons	\$1.94	\$2.33	\$3.03	\$3.73	\$4.05	\$4.37	\$4.69	\$5.01
Annual Increase		20.0%	30.1%	23.1%	8.6%	7.9%	7.4%	6.9%

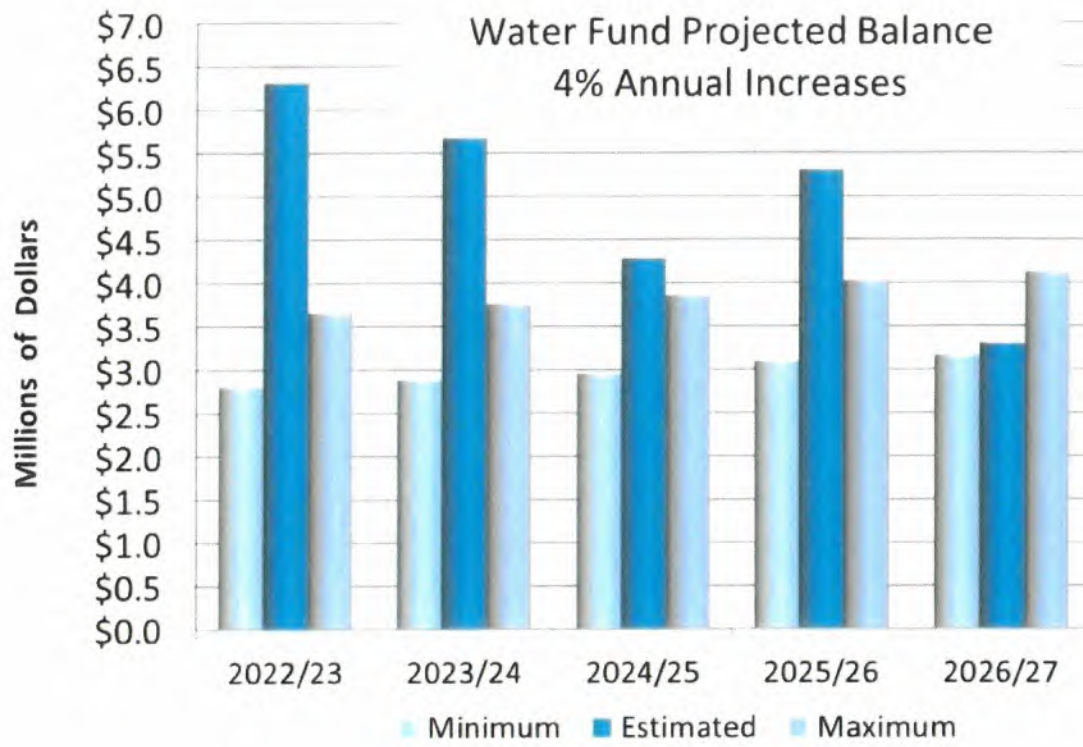
Kane County	5/1/2012	5/1/2017	5/1/2018	5/1/2019	5/1/2022	Proposed rate increases		
						5/1/2024	5/1/2025	5/1/2026
Flat Fee	\$9.21	\$11.05	\$11.94	\$12.83	\$12.83	\$12.83	\$12.83	\$12.83
Per 1,000 gallons	\$0.77	\$0.92	\$0.99	\$1.06	\$1.06	\$1.06	\$1.06	\$1.06
Annual Increase		20.0%	8.1%	7.5%	0.0%	0.0%	0.0%	0.0%

Below are two charts that show the impact of the future estimated rate increases on a monthly bill for 6,000 gallons of water over the next two years.

Impact of increase on Monthly Bill Fiscal 23/24									
	Cook County			DuPage County			Kane County		
	Current	Estimate	Change	Current	Estimate	Change	Current	Estimate	Change
Water	\$73.38	\$76.32	\$2.94	\$73.38	\$76.32	\$2.94	\$73.38	\$76.32	\$2.94
Sewer	\$25.78	\$25.78	\$0.00	\$46.96	\$46.96	\$0.00	\$19.19	\$19.19	\$0.00
Total	\$99.16	\$102.10	\$2.94	\$120.34	\$123.28	\$2.94	\$92.57	\$95.51	\$2.94
	Percent Change		3.0%	Percent Change		2.4%	Percent Change		3.2%

Impact of increase on Monthly Bill Fiscal 24/25									
	Cook County			DuPage County			Kane County		
	23/24 Est	24/25 Est	Change	23/24 Est	24/25 Est	Change	23/24 Est	24/25 Est	Change
Water	\$76.32	\$79.38	\$3.06	\$76.32	\$79.38	\$3.06	\$76.32	\$79.38	\$3.06
Sewer	\$25.78	\$27.03	\$1.25	\$46.96	\$50.68	\$3.72	\$19.19	\$19.19	\$0.00
Total	\$102.10	\$106.41	\$4.31	\$123.28	\$130.06	\$6.78	\$95.51	\$98.57	\$3.06
	Percent Change		4.2%	Percent Change		5.5%	Percent Change		3.2%

A note on the April 1st bill will summarize the use of funds and direct residents to the village's Water & Sewer Services webpage where there will be more details and a link to the interactive Capital Improvement Plan. Attached are fund balance projections using the estimated rate increases for water and sewer services.



VILLAGE OF BARTLETT 2023/24 PROPOSED BUDGET
WATER FUND BALANCE PROJECTIONS

Fund Balance Projections		Fund Balance Policy	
2024-25 Projected	Minimum Balance	Maximum Balance	Maximum Balance
Charges for Services	13,610,000	25% of Operating Expenditures	2,260,578
Connection Fees	100,000	Equipment Reserve	0
Interest Income	100,000	Radium Removal Reserve	180,590
Miscellaneous	7,526,000	25% of Annual Loan Payments	508,551
Transfer In	0	Minimum Balance	2,949,719
Total Revenue	21,336,000		
Operating	9,042,312	3% increase	4% increase, \$480,000
Capital Projects	3,925,000	\$2.7M Water Main, \$1.45M meter change(\$500K ARPA), \$25K painting, \$250K infra removal	
Capital Projects	7,600,000	\$2.6M Lead service line replacements, \$5M Infrastructure improvements	
Leak Survey	125,000		
DWC Buy-In	434,354		
2021A Bonds	1,132,900		
IEPA Loan (\$7.8M)	466,950		
Total Expenditures	22,726,516		
Excess (Deficiency)	(1,390,516)		
04/30/25 Projected Balance	4,282,623	Over (Under) Minimum	1,332,904
			Over (Under) Maximum
			428,673
2025-26 Projected	Minimum Balance	Maximum Balance	Maximum Balance
Charges for Services	14,090,000	25% of Operating Expenditures	2,328,395
Connection Fees	100,000	Equipment Reserve	0
Interest Income	100,000	Radium Removal Reserve	180,590
Miscellaneous	0	25% of Annual Loan Payments	582,614
Total Revenue	14,290,000	Minimum Balance	3,091,599
Operating	9,313,581	3% increase	4% increase, \$480,000
Capital Projects	1,500,000	\$200K Water Main, \$1,300,000 meter change program, \$25K painting	
Leak Survey	125,000		
DWC Buy-In	434,354		
2021A Bonds	1,129,150		
IEPA Loan (\$7.8M)	466,950		
IEPA Loan (\$5M)	300,000	Water tower loan estimate	
Total Expenditures	13,269,035		
Excess (Deficiency)	1,020,965		
04/30/26 Projected Balance	5,303,588	Over (Under) Minimum	2,711,989
			Over (Under) Maximum
			1,280,631

VILLAGE OF BARTLETT 2023/24 PROPOSED BUDGET
 WATER FUND BALANCE PROJECTIONS

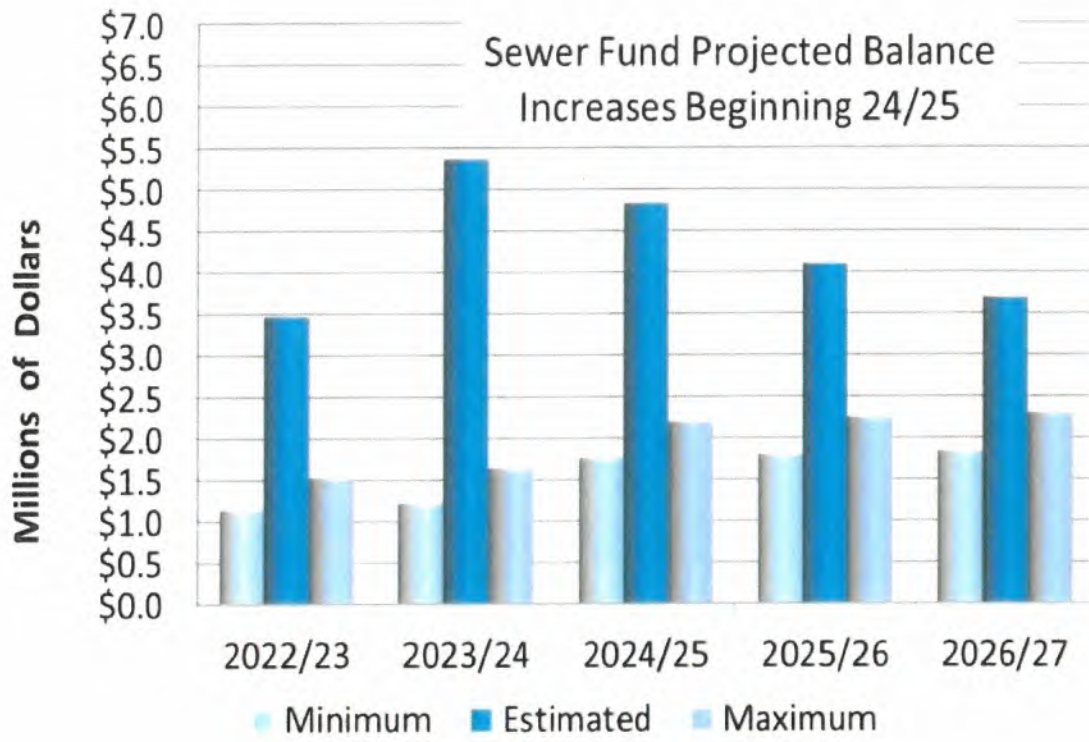
Fund Balance Projections		Fund Balance Policy	
2026-27 Projected	Minimum Balance	Maximum Balance	
Charges for Services	14,570,000	25% of Operating Expenditures	2,398,247
Connection Fees	100,000	Equipment Reserve	0
Interest Income	100,000	Radium Removal Reserve	180,590
Miscellaneous	1,000	25% of Annual Loan Payments	582,551
Transfer In	0	Minimum Balance	3,161,388
Total Revenue	14,771,000		
Operating	9,592,988	3% increase	4% increase, \$480,000
Capital Projects	4,730,000	\$2.2 Water Main, \$1.3M meter change program, \$1.205M Tower painting, \$25K hydrant painting	
Leak Survey	125,000		
DWC Buy-In	434,354		
2021A Bonds	1,128,900		
IEPA Loan (\$7.8M)	466,950		
IEPA Loan (\$5M)	300,000	Water tower loan estimate	
Total Expenditures	16,778,192		
Excess (Deficiency)	(2,007,192)		
04/30/27 Projected Balance	3,296,395	Over (Under) Minimum	135,007
		Over (Under) Maximum	(824,292)

VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2023-2027

Water Projects by Year

Project	Page	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Five Year
Water Main Replacement	3	\$ 1,200,000	\$ 300,000	\$ 2,700,000	\$ 200,000	\$ 2,200,000	\$ 6,600,000
Water Tower Painting	5	805,000	1,205,000			1,205,000	3,215,000
Infrastructure Improvements with Water Transition	7	40,000	500,000	5,000,000			5,540,000
Watermain Leak Survey and Leak Repairs	9	100,000	125,000	125,000	125,000	125,000	600,000
Water Meter Changeout	11	500,000	1,450,000	1,450,000	1,300,000	1,300,000	6,000,000
Lead Service Replacement	13	50,000		2,600,000			2,650,000
Infrastructure Removals	15	448,000	50,000	250,000			748,000
Hydrant Painting Program	17	25,000	25,000	25,000	25,000	25,000	125,000
Total		\$ 3,168,000	\$ 3,655,000	\$ 12,150,000	\$ 1,650,000	\$ 4,855,000	\$ 25,478,000

Sources of Funds	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Five Year Total
Water Fund	\$ 3,168,000	\$ 3,155,000	\$ 4,125,000	\$ 1,650,000	\$ 4,855,000	\$ 16,953,000
IEPA Loans			7,525,000			7,525,000
ARPA Funds		500,000	500,000			1,000,000
Total	\$ 3,168,000	\$ 3,655,000	\$ 12,150,000	\$ 1,650,000	\$ 4,855,000	\$ 25,478,000



**VILLAGE OF BARTLETT 2023/24 PROPOSED BUDGET
SEWER FUND BALANCE PROJECTIONS**

Fund Balance Projections		Fund Balance Policy			
04/30/22 Cash Balance	3,338,947	* Cash balance does not include 2019 bond proceeds			
2022-23 Estimate		Minimum Balance		Maximum Balance	
Charges for Services	7,070,000	25% of Operating Expenditures	966,967	35% of Operating Expenditures	1,353,753
Connection Fees	106,089	Equipment Reserve		Equipment Reserve	0
Interest Income	70,000	25% of Annual Loan Payments	173,263	25% of Annual Loan Payments	173,263
Misc	17,025,000	Minimum Balance	1,140,230	Maximum Balance	1,527,016
Total Revenue	<u>24,271,089</u>				
Operating	3,867,866	Debt Service listed separately			
Capital Projects	1,977,530	\$1M rehabilitation(\$500K ARPA), \$1.4M lift station, \$77,530 plan update			
Devon Excess Flow	100,000				
Bittersweet WWTP	17,500,000				
Devon Debt(\$8.5)	555,901				
IEPA Debt 2014	137,150				
Total Expenditures	<u>24,138,447</u>				
Excess (Deficiency)	132,642				
04/30/23 Estimated Balance	3,471,589	Over (Under) Minimum	2,331,359	Over (Under) Maximum	1,944,573
2023-24 Proposed		Minimum Balance		Maximum Balance	
Charges for Services	6,620,000	25% of Operating Expenditures	1,045,065	35% of Operating Expenditures	1,463,091
Connection Fees	80,000	Equipment Reserve		Equipment Reserve	0
Interest Income	120,000	25% of Annual Loan Payments	173,575	25% of Annual Loan Payments	173,575
Miscellaneous	26,900,000	Minimum Balance	1,218,640	Maximum Balance	1,636,666
Total Revenue	<u>33,720,000</u>				
Operating	4,180,261	Debt Service listed separately			
Capital Projects	79,857	\$1M rehabilitation(ARPA), \$79,857 plan update			
Devon Excess Flow	8,500,000				
Bittersweet WWTP	18,375,000	Loan payment delayed one year			
Devon Debt(\$8.5M)	557,150				
IEPA Debt 2014	137,150				
Total Expenditures	<u>31,829,418</u>				
Excess (Deficiency)	1,890,582				
04/30/24 Estimated Balance	5,362,171	Over (Under) Minimum	4,143,531	Over (Under) Maximum	3,725,505

**VILLAGE OF BARTLETT 2023/24 PROPOSED BUDGET
SEWER FUND BALANCE PROJECTIONS**

Fund Balance Projections		Fund Balance Policy	
2024-25 Projected			
Charges for Services	7,095,000	Minimum Balance	Maximum Balance
Connection Fees	80,000	25% of Operating Expenditures	35% of Operating Expenditures
Interest Income	120,000	Equipment Reserve	Equipment Reserve
Miscellaneous	25,000	25% of Annual Loan Payments	25% of Annual Loan Payments
Total Revenue	7,320,000	Minimum Balance	Maximum Balance
Operating	4,330,998	Added 3% to prior yr	\$475,000 additional revenue, \$500K recovery
Capital Projects	800,000	\$1M rehabilitation(\$500K ARPA), \$300K lift station	
Bittersweet WWTP	0		
Devon Debt(\$8.5M)	552,650		
WWTP (\$37M)	2,030,000	\$2.03M estimated annual payment starting fall of 2024?	
IEPA Debt 2014	137,150		
Total Expenditures	7,850,798		
Excess (Deficiency)	(530,798)		
04/30/25 Estimated Balance		Over (Under) Minimum	Over (Under) Maximum
	4,831,373	3,068,673	2,635,574
2025-26 Projected			
Charges for Services	7,570,000	Minimum Balance	Maximum Balance
Connection Fees	80,000	25% of Operating Expenditures	35% of Operating Expenditures
Interest Income	120,000	Equipment Reserve	Equipment Reserve
Miscellaneous	0	25% of Annual Loan Payments	25% of Annual Loan Payments
Total Revenue	7,770,000	Minimum Balance	Maximum Balance
Operating	4,481,622	Added 3% to prior yr	\$475,000 additional revenue
Capital Projects	1,300,000	\$1M rehabilitation, \$300K lift station	
Devon Debt(\$8.5M)	552,650		
WWTP (\$37M)	2,030,000		
IEPA Debt 2014	137,150		
Total Expenditures	8,501,422		
Excess (Deficiency)	(731,422)		
04/30/26 Estimated Balance		Over (Under) Minimum	Over (Under) Maximum
	4,099,951	2,299,595	1,851,433

VILLAGE OF BARTLETT 2023/24 PROPOSED BUDGET
SEWER FUND BALANCE PROJECTIONS

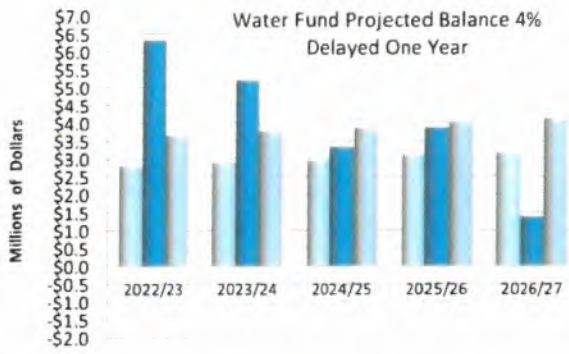
Fund Balance Projections		Fund Balance Policy	
2026-27 Projected		Minimum Balance	Maximum Balance
Charges for Services	8,045,000	25% of Operating Expenditures	35% of Operating Expenditures
Connection Fees	80,000	Equipment Reserve	Equipment Reserve
Interest Income	120,000	25% of Annual Loan Payments	25% of Annual Loan Payments
Miscellaneous	0	Minimum Balance	Maximum Balance
Total Revenue	8,245,000		
Operating	4,632,515	Added 3% to prior yr	\$475,000 additional revenue
Capital Projects	1,300,000	\$1M rehabilitation, \$300K lift station	
Devon Debt(\$8.5M)	556,900		
WWTP (\$37M)	2,030,000		
IEPA Debt 2014	137,150		
Total Expenditures	8,656,565		
Excess (Deficiency)	(411,565)		
04/30/27 Estimated Balance	3,688,386	Over (Under) Minimum	Over (Under) Maximum
		1,849,245	1,385,994

VILLAGE OF BARTLETT CAPITAL IMPROVEMENTS PROGRAM 2023-2027

Sewer Projects by Year

Project	Page	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Five Year Total
Facility Plan Update/Phosphorous Removal	20	\$ 77,530	\$ 79,857				\$ 157,387
Sanitary Sewer System Rehabilitation	22	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
Devon Excess Flow Plant Rehabilitation	24	100,000	8,500,000				8,600,000
Lift Station Upgrades and Rehabilitation	26	1,400,000		300,000	300,000	300,000	2,300,000
Bittersweet WWTP Facility Plan Improvements	28	17,500,000	18,375,000				35,875,000
Total		\$ 20,077,530	\$ 27,954,857	\$ 1,300,000	\$ 1,300,000	\$ 1,300,000	\$ 51,932,387

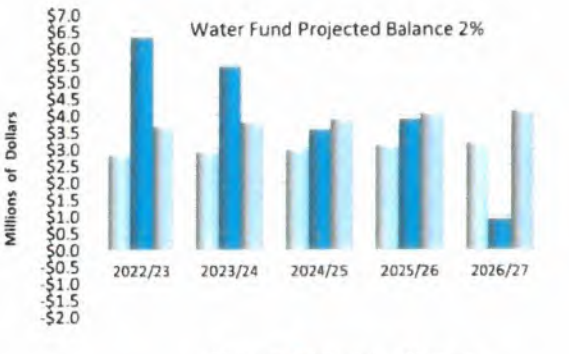
Sources of Funds	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Five Year Total
Sewer Fund	\$ 2,543,287	\$ 79,857	\$ 800,000	\$ 1,300,000	\$ 1,300,000	\$ 6,023,144
2019 Bonds	100,000	8,500,000				8,600,000
American Rescue Plan Act	500,000	1,000,000	500,000			2,000,000
IEPA Low Interest Rate Loan	16,934,243	18,375,000				35,309,243
Total	\$ 20,077,530	\$ 27,954,857	\$ 1,300,000	\$ 1,300,000	\$ 1,300,000	\$ 51,932,387



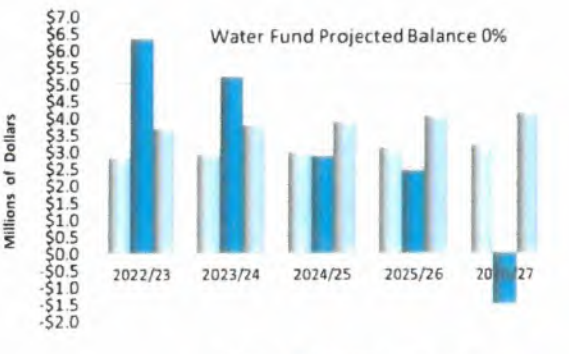
Minimum Estimated Maximum



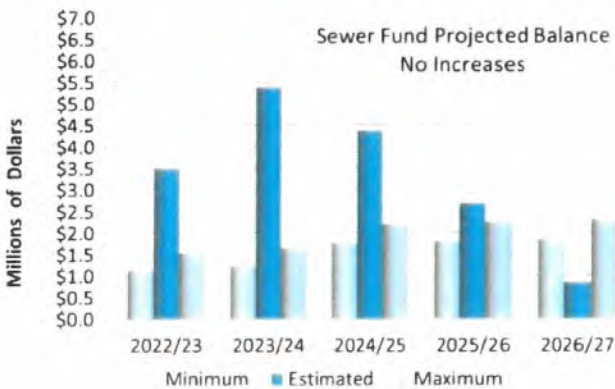
Minimum Estimated Maximum



Minimum Estimated Maximum



Minimum Estimated Maximum





Agenda Item Executive Summary

Item Name Liquor License Reduction- Class A Ext. Committee or Board Board

BUDGET IMPACT			
Amount:	N/A	Budgeted	N/A
List what fund	N/A		
EXECUTIVE SUMMARY			
<p>Attached for your consideration is an Ordinance amending section 3-3-2-2: Class A Ext. of the Bartlett Liquor Control Ordinance. When a business holding a Class A Ext. license goes out of business, changes their liquor class or wishes to no longer sell liquor, an ordinance needs to be created to reduce the number of class A Ext. licenses available.</p> <p>There are currently three Class A Ext. on the books, but there should only be one (1). Brachts recently switch ownership and reduced their license from a Class A ext. to a regular Class A. The additional Class A Ext. appears to have been left on from when Cadillac Ranch switched from a Class A Ext. to a Class N. The license was not removed, so it should be removed now.</p>			
ATTACHMENTS (PLEASE LIST)			
Staff memo dated 03/27/23 Ordinance			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Ordinance 2023-_____ an Ordinance Reducing the Number of Class A Ext. Liquor Licenses.

Staff: Samuel Hughes Date: 03/27/23
Sr. Management Analyst

Memorandum

To: Scott Skrycki, Assistant Administrator
From: Samuel Hughes, Sr. Management Analyst
Date: March 28, 2023
Re: Liquor License Reduction Class A Ext.

Attached for your consideration is an Ordinance amending section 3-3-2-2: Class A Ext. of the Bartlett Liquor Control Ordinance. When a business holding a Class A Ext. license goes out of business, changes their liquor class or wishes to no longer sell liquor, an ordinance needs to be created to reduce the number of class A Ext. licenses available.

There are currently three Class A Ext. on the books, but there should only be one (1). Brachts recently switch ownership and reduced their license from a Class A ext. to a regular Class A. The additional Class A Ext. appears to have been left on from when Cadillac Ranch switched from a Class A Ext. to a Class N. The license was not removed, so it should be removed now.

Motion

I move to approve Ordinance 2023-____ an Ordinance Reducing the Number of Class A Ext. Liquor Licenses.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 4, 2023

APPROVED: April 4, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2023-_____ enacted on April 4, 2023 and approved on April 4, 2023 as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk



Agenda Item Executive Summary

Item Name Schick Road Water Tower Painting Agreement between Seven Brothers Painting, Inc. & the Village of Bartlett Committee or Board Board

BUDGET IMPACT			
Amount:	\$1,218,650.00	Budgeted	\$1,875,000.00
List what fund	Water Fund		
EXECUTIVE SUMMARY			
<p>The Schick Road Water Tower was last painted when it was first installed in 1991. The tower needs a complete blast and painting of the inside and outside.</p> <p>Bids were opened and read on March 23, 2023 for the Schick Road Water Tower Painting. Five (5) bids were received and ranged from \$1,218,650 to \$2,179,000. The low bidder, Seven Brothers Painting, Inc., has successfully completed the Kent Circle and Villa Olivia Water Towers. We believe the proposal is a good price based on the pricing we have been experiencing lately.</p> <p>We recommend award of the Schick Road Water Tower Painting to Seven Brothers Painting, Inc.</p>			
ATTACHMENTS (PLEASE LIST)			
Memo, Resolution, Dixon Recommendation, Contract Agreement			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2023-_____, a Resolution Awarding Contract and Approving the Contract Agreement Between Seven Brothers Painting, Inc. and the Village of Bartlett for the Schick Road Water Tower Painting.

Staff: Dan Dinges, Director of Public Works Date: March 24, 2023

Memo

DATE: March 24, 2023

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Schick Road Water Tower Painting

The Schick Road Water Tower was last painted when it was first installed in 1991. The tower needs a complete blast and painting of the inside and outside.

Bids were opened and read on March 23, 2023 for the Schick Road Water Tower Painting. Five (5) bids were received and ranged from \$1,218,650 to \$2,179,000. The low bidder, Seven Brothers Painting, Inc., has successfully completed the Kent Circle and Villa Olivia Water Towers. We believe the proposal is a good price based on the pricing we have been experiencing lately.

We recommend award of the Schick Road Water Tower Painting to Seven Brothers Painting, Inc.

MOTION: I move to approve Resolution 2023-_____, a Resolution Awarding Contract and Approving the Contract Agreement Between Seven Brothers Painting, Inc. and the Village of Bartlett for the Schick Road Water Tower Painting.

**Bartlett, Illinois - 1,500,000 Gallon Fluted Column Tank (Schick)
2023 Water Tower Painting Project -March 23, 2023 - 2:00 p.m.**

LC United	Seven Brothers	Maxcor	Era Valdivia	Neumann Company	MW Cole
Sterling Heights, MI	Shelby Twp., MI	New Lenox, IL	Chicago, IL	Merrillan, WI	The Villages, FL
Section 05 00 00					
Wet Interior Roof Hatch (1)	3,900.00		4,000.00	5,300.00	3,500.00
Access Tube Roof Hatch (2)	3,900.00		4,000.00	5,300.00	3,500.00
Platform Hatches (3)	7,800.00		8,000.00	10,600.00	6,000.00
Door Replacement (4)	3,500.00		10,000.00	14,000.00	5,000.00
Overflow Flap Gate (5)	1,900.00		5,000.00	6,000.00	2,000.00
Mud Valve (6)	4,800.00		8,000.00	10,700.00	4,000.00
Fall Prevention Devices (7)	11,500.00		8,000.00	22,400.00	7,000.00
Wet Interior Ladder (8)	9,800.00		18,000.00	20,300.00	7,000.00
Roof Vent (9)	6,900.00		8,000.00	8,200.00	9,000.00
Cathodic Clips & Pressure Fitting (10)	2,500.00		7,000.00	3,400.00	1,000.00
Roof Handrail & Painter's Railing (11)	18,000.00		32,000.00	46,700.00	24,000.00
Antenna Cable Brackets (12)	4,500.00		7,000.00	7,500.00	4,000.00
Section 09 00 00					
Exterior Repaint w/ Containment (13)	775,300.00		1,124,000.00	1,145,800.00	830,000.00
Lettering (14)	7,500.00		10,000.00	16,500.00	2,000.00
Logo (15)	7,500.00		28,000.00	22,800.00	6,000.00
Wet Interior Repaint (16)	306,350.00		434,000.00	523,200.00	375,000.00
Dry Interior Partial Repaint (17)	40,000.00		89,000.00	115,500.00	74,000.00
Section 16 00 00					
Light Fixture Replacement (18)	3,000.00		7,000.00	12,500.00	7,000.00
Project Total	1,218,650.00		1,811,000.00	1,996,700.00	1,370,000.00
Bid Bond	10%		10%	10%	10%

Bartlett, Illinois - 1,500,000 Gallon Fluted Column Tank (Schick)
 2023 Water Tower Painting Project -March 23, 2023 - 2:00 p.m.

Tecorp	Osseo Con.	PT&T2			
Joliet, IL	Osseo, WI	Henderson, KY			
Section 05 00 00					
Wet Interior Roof Hatch (1)	4,500.00				
Access Tube Roof Hatch (2)	4,500.00				
Platform Hatches (3)	9,500.00				
Door Replacement (4)	18,500.00				
Overflow Flap Gate (5)	3,500.00				
Mud Valve (6)	7,500.00				
Fall Prevention Devices (7)	10,000.00				
Wet Interior Ladder (8)	22,000.00				
Roof Vent (9)	16,000.00				
Cathodic Clips & Pressure Fitting (10)	3,000.00				
Roof Handrail & Painter's Railing (11)	65,000.00				
Antenna Cable Brackets (12)	16,000.00				
Section 09 00 00					
Exterior Repaint w/ Containment (13)	1,232,000.00				
Lettering (14)	10,000.00				
Logo (15)	40,000.00				
Wet Interior Repaint (16)	577,000.00				
Dry Interior Partial Repaint (17)	116,000.00				
Section 16 00 00					
Light Fixture Replacement (18)	24,000.00				
Project Total	2,179,000.00				
Bid Bond	10%				



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

March 27, 2023

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

Subject: 1,500,000 Gallon Hydropillar (Schick Road) Tank Rehabilitation Recommendation Letter

Dear Mr. Dinges:

Dixon Engineering, Inc. has reviewed the bids submitted for the rehabilitation and repainting of the exterior of the Village's 1,500,000 gallon hydropillar (Schick Road) tank. We recommend award to the lowest responsible bidder, Seven Brothers Painting, Inc. of Shelby Township, MI in the amount of \$1,218,650. This includes all line items on the Schedule of Values. Bidding was very competitive with five bids received, the highest bid coming in at \$2,179,000 and the lowest at \$1,218,650.

Seven Brothers Painting, Inc. is a prequalified painting contractor with Dixon Engineering for this scope of work. Seven Brothers Painting, Inc. has completed several water tower paint projects in Illinois and many others in the Midwest in the last couple years.

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

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

FOR DIXON ENGINEERING, INC

Todd Schaefer
Project Manager

**Members: Society of Protective Coatings • American Water Works Association
Consulting Engineers Council**

RESOLUTION 2023 – _____

A RESOLUTION AWARDING CONTRACT AND APPROVING THE CONTRACT AGREEMENT BETWEEN SEVEN BROTHERS PAINTING, INC. AND THE VILLAGE OF BARTLETT FOR THE SCHICK ROAD WATER TOWER PAINTING

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: That the contract for the construction of the Schick Road Water Tower Painting (the "Project") is awarded to Seven Brothers Painting, Inc. (the "Contractor"), being the lowest responsive and responsible bidder meeting the specifications for the Project.

SECTION TWO: The Contract Agreement between Seven Brothers Painting, Inc. and the Village of Bartlett dated April 4, 2023 (the "Contract Agreement") for the construction of the Project for the sum of \$1,218,650.00 (based on the unit prices set forth in the Contract Documents), a copy of which Contract Agreement is attached hereto as Exhibit A, is hereby approved, and the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Contract 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: April 4, 2023

APPROVED: April 4, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on April 4, 2023, and approved on April 4, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**SCHICK ROAD WATER TOWER
PAINTING PROJECT AGREEMENT**

This Water Main Replacement Project Agreement (the "Agreement") is entered this 4th day of April, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Seven Brothers Painting, 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:

Project Work.

Work performed under this contract shall include the exterior repaint with containment, wet interior repaint, dry interior partial repaint and miscellaneous repairs at the Schick Road Water Tower

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 N/A 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.

Completion Date. Contractor shall complete the Project Work in strict compliance with the requirements herein on or before July 15, 2024.

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

1. 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.

2. 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.

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

a. 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".

(i) 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.

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

(iii) 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.

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

(v) Certified Payrolls (defined below)

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

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

B. **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.

C. **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.

D. 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.

E. 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.

F. 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.

G. 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.

H. Insurance. Contractor shall procure and maintain for the duration of the Project Work, Repair Work and Warranty Work, insurance of the types and in amounts of not less than the coverages listed below. The cost of such insurance is included in the unit pricing set forth in the Contractor's Bid Proposal.

1. Commercial General and Umbrella Liability Insurance.

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000.00 aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: liability arising out of the Project Work, including activities performed by or on behalf of Contractor; premises owned, leased, or used by Contractor; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety.

The Village of Bartlett and its, officers, officials, employees, consultants, agents, successors and assigns (collectively, the "Additional Insured"), shall be included as an insured under the Contractors CGL using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage, and using additional insured under Contractors commercial umbrella liability and business auto liability coverage's, and also using additional insured endorsement CG 20 37 or substitute providing equivalent coverage with respect to the below required continuing completed operations liability coverage.

These insurance coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them, and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

2. Continuing Completed Operations Liability Insurance.

Contractor shall maintain commercial general liability (CGL) coverage with a limit of not less than \$1,000,000 each occurrence for at least three years following

substantial completion of the Project Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operation aggregate of at least two times its each occurrence limit.

3. Business Auto Liability Insurance.

Contractor shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of "Any Auto" including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

4. Workers Compensation and Employees Liability Insurance.

Contractor shall maintain workers compensation as required by statute and employer's liability insurance. The employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Village of Bartlett has not been included as an insured under the Commercial General Liability, Excess Umbrella Liability Insurance and/or Business Auto Liability coverages required in the Contract, the Contractor waives all rights against the Village, and its officers, officials, employees, consultants, and agents for recovery of damages arising out of or incident to the Project Work.

5. Excess Umbrella Liability Insurance Coverage.

Contractor shall maintain Excess Umbrella Liability Insurance coverage of not less than \$5,000,000 each occurrence and \$5,000,000 aggregate.

6. General Insurance Provisions.

a. Evidence of Insurance

i. Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

ii. All certificates shall provide for thirty (30) days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt

requested.

iii. Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

iv. The Village shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor of any tier from entering the Project Site(s) until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

v. Failure to maintain the required insurance may result in termination of this Contract at the option of the Village.

vi. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Village whenever requested.

vii. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

b. Acceptability of Insurers

Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide.

c. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, and each of its respective officers, officials, employees, consultants, and agents are required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration and defense expenses.

e. The Village Shall Not Waive Any Rights of Subrogation

The Village shall not, in any manner, be deemed or intended to have waived any right of subrogation which either the Village and/or its, insurance carrier and/or risk pool provider, risk management agency, and/or insurance company providing excess coverage may have against the Contractor, for any property injury, death, or other damage caused by Contractor, and/or any of its subcontractors of any tier, and/or otherwise arising out of the Project Work.

f. Failure to Comply with Insurance Reporting Provisions

All insurance required of the Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

g. All Insurance Obtained Shall Apply Separately to Each Insured

All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

h. Insurance Requirements cannot be Waived

Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

- i. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
- ii. failing to review any Certificates of Insurance received;
- iii. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or
- iv. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance required by these documents are solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village of Bartlett and/or any of the other Additional Insured.

i. Liability of Contractor is not limited by Purchase of Insurance

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Village and the other Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured's, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

j. Notice of Personal Injury or Property Damage

Contractor shall notify the Additional Insured, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

k. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above and otherwise in strict compliance with the above insurance requirements including but not limited to the additional insured requirements set forth above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor and additional insured endorsements as required above.

l. 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.

J. 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.

L. 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.

M. 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.

N. 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.

O. Change Orders.

(1.) 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.

(2.) 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.

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

Q. 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.

R. Exhibits and Contract Documents.

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

S. 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.

T. 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.

U. 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.

V. 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.

W. 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.

X. 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.

Y. 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.

Z. 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.

Z-1. 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.

Z-2 Miscellaneous.

(1.) 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.

(2.) 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.

(3.) 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.

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

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

herein.

(6.) 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.

(7.) 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.

(8.) 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.

VILLAGE OF BARTLETT:

SEVEN BROTHERS PAINTING, INC.

By: _____
Kevin Wallace
Village President

By: _____
Title: _____

Attest:

Attest:

By: _____
Lorna Giless, Village Clerk

Title: _____

Date: _____

Date: _____



Agenda Item Executive Summary

Item Name	Easement and Reimbursement Agreement Between the Village of Bartlett and METRA	Committee or Board	Board
-----------	--------------------------------------------------------------------------------	--------------------	-------

BUDGET IMPACT			
Amount:	NA	Budgeted	NA
List what fund	NA		
EXECUTIVE SUMMARY			
<p>The new Grasslands Subdivision will include a pedestrian crossing for the proposed multi-use path at the METRA tracks along Naperville Road. The crossing is to be constructed within a 25-foot path easement and will include safety gates, lights and bells - as required by METRA.</p> <p>METRA will design, construct and install the crossing for the proposed multi-use path, as set forth in the attached easement and reimbursement agreement. The Village will be responsible for the cost of the crossing, estimated at \$697,863.00. An initial fee of \$13,320.00 for engineering and design work will be paid to METRA by the developer upon application.</p> <p>The attached agreement includes exhibits showing the location of the easement and crossing, as well as project material and cost estimates.</p>			
ATTACHMENTS (PLEASE LIST)			
Memo, Resolution, Agreement			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I MOVE TO APPROVE RESOLUTION 2023_____, A RESOLUTION APPROVING OF THE EASEMENT AND REIMBURSEMENT AGREEMENT FOR A MULTI-USE PATH CROSSING ON NAPERVILLE ROAD BETWEEN METRA AND THE VILLAGE OF BARTLETT

Staff: Bob Allen, Village Engineer Date: April 4, 2023

Memo

To: Paula Schumacher, Village Administrator
From: Bob Allen, Village Engineer *BA*
Subject: METRA Easement and Reimbursement Agreement,
Naperville Road Multi-Use Path RR Crossing for Grasslands Subdivision
Date: April 4, 2023

The new Grasslands Subdivision will include a pedestrian crossing for the proposed multi-use path at the METRA tracks along Naperville Road. The crossing is to be constructed within a 25-foot path easement and will include safety gates, lights and bells - as required by METRA.

METRA will design, construct and install the crossing for the proposed multi-use path, as set forth in the attached easement and reimbursement agreement. The Village will be responsible for the cost of the crossing, estimated at \$697,863.00. An initial fee of \$13,320.00 for engineering and design work will be paid to METRA by the developer upon application.

The attached agreement includes exhibits showing the location of the easement and crossing, as well as project material and cost estimates.

Please place this ordinance on the next available agenda.

MOTION: I MOVE TO APPROVE RESOLUTION 2023_____, A RESOLUTION APPROVING OF THE EASEMENT AND REIMBURSEMENT AGREEMENT FOR A MULTI-USE PATH CROSSING ON NAPERVILLE ROAD BETWEEN METRA AND THE VILLAGE OF BARTLETT

RESOLUTION 2023 - _____

A RESOLUTION APPROVING OF THE EASEMENT AND REIMBURSEMENT AGREEMENT FOR A MULTI-USE PATH CROSSING ON NAPERVILLE ROAD BETWEEN METRA AND THE VILLAGE OF BARTLETT

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

SECTION ONE: The Easement and Reimbursement Agreement for a Multi-Use Path Crossing between the Commuter Rail Division of the Regional Transportation Authority (“Metra”) and the Village of Bartlett dated April 4, 2023 (the “Easement and Reimbursement Agreement”), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President is hereby authorized and directed to sign the Easement and Reimbursement Agreement on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on April 4, 2023, and approved on April 4, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

EASEMENT AND
REIMBURSEMENT
AGREEMENT

Prepared by:

Metra
547 West Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate and
Contract Management
Phone: (312) 542-8189

After recording return to:

Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103
Attn: Village Administrator
Phone: (630) 837-0800

PIN: (portion of) 06-33-500-002-
0000 (Cook Co.)

(Above Space for Recorder's Use Only)

EASEMENT AND REIMBURSEMENT AGREEMENT

THIS EASEMENT AND REIMBURSEMENT AGREEMENT (“Agreement”) Metra Agreement No. _____, between the Commuter Rail Division of the Regional Transportation Authority d/b/a Metra, a division of an Illinois municipal corporation whose address is 547 West Jackson Boulevard, Chicago, Illinois 60661 (“**Metra**”) and the Village of Bartlett, an Illinois municipal corporation whose address is 228 South Main Street Bartlett, Illinois 60103 (“**Grantee**”). Metra and Grantee are hereinafter sometimes individually referred to as a “**Party**” and jointly referred to as the “**Parties.**”

PRELIMINARY STATEMENT

Grantee intends to design, construct, and install a multi-use path east of Naperville Road in Bartlett, Illinois. Grantee has requested that Metra, at Grantee’s sole cost and expense, design, construct, and install a protected at grade crossing for the multi-use path including a crossing surface, gates, bells, and lights (the “**Crossing**”) to be incorporated into the existing vehicular crossing of Naperville Road (“**Roadway**”) where it crosses Metra’s Milwaukee District West Line (“**MD-W**”) within Bartlett.

NOW, THEREFORE, Metra hereby grants to Grantee a non-exclusive easement (the "**Easement**") to use certain of Metra's property in Bartlett, being a portion of PIN 06-33-500-002-0000, located on MD-W right-of-way (Milepost 31.87) east of Naperville Road, GPS coordinates, 42.000304, -88.217919, for the uses and purposes of a multi-use path which, when constructed, will cross the MD-W right of way and tracks, Metra agrees to, at Grantee's sole cost and expense, design, construct, and install the crossing for the multi-use path including a crossing surface, bells, lights, and gates (the "**Crossing**") all as delineated and described on **Exhibit A** ("**Premises**"). This Easement and Reimbursement Agreement is granted upon the following express conditions, terms, and covenants to be observed, kept, and performed by the Parties:

1. The Easement is granted contingent on Grantee designing and constructing or causing to be designed and constructed a multi-use path. The path contemplated on the Premises is to be installed and constructed exclusively, to the extent possible, above the surface of the ground for the uses and purposes of a multi-use path (the "**Path**"). Said Path will be designed and constructed for non-motorized users that may include but are not limited to bicyclists, in-line skaters, roller skaters, wheelchair users (both non-motorized and motorized) and pedestrians, including walkers, runners, people with baby strollers, people walking dogs, etc. ("**Permitted Use**").

2. Metra shall, at Grantee's sole cost and expense, design and construct a protected Crossing of the MD-W, including a crossing surface, bells, lights, and gates, an estimate of the cost of the reimbursable Metra work is \$697,863.00 pursuant to the Metra produced estimate attached hereto as **Exhibit B** (the "**Estimate**"). Metra will provide Grantee the north and south limits of the Crossing construction, Grantee will design and construct, or cause to be designed and constructed, the Path to connect to the Crossing construction limits on the north and south side of the MD-W tracks.

3. Grantee or its contractor will be required to coordinate with Metra in order to minimize any interruption of commuter train movement and use of the Roadway through the grade crossing during the construction of the Path.

4. Upon submittal of an acceptable invoice by Metra, Grantee shall pay Metra for both the design and construction of the protected Crossing. Grantee shall process the invoice to verify that such costs are eligible costs incurred by Metra and shall submit payment within sixty (60) days of the date upon which such payment invoice was timely received. Grantee agrees and shall initially pay Metra for the engineering and design work, creating the plans for the Crossing, estimated to be \$13,320.00, prior to Metra ordering project materials, or being under an obligation to begin construction of the Crossing. Metra agrees to submit invoices no more often than one time per month. Metra agrees to submit invoices for actual costs incurred within 90 days after completion of the Crossing construction.

5. Metra's obligation to commence or continue any portion or phase of the Project shall not arise or continue if Grantee is in default of any of the terms of this Agreement.

6. Except for periods of construction, maintenance, repair, replacement, or removal of the Path, Grantee shall not permit any equipment to be placed, or remain on or around the Premises or other of Metra's property (the "**Property**"). Grantee, at its own cost and expense, shall remove any debris and restore, or cause to be restored the Premises and the Property to a state satisfactory

to Metra. In the event Grantee fails to cause the Premises and the Property to be restored to the reasonable satisfaction of Metra, Metra may restore the Premises and Property and Grantee shall reimburse Metra for all costs and expenses incurred by Metra for said restoration.

7. Subsequent to construction, Metra shall be responsible for all maintenance, repair, and replacement of the protected Crossing including the crossing surface, bells, lights, and gates. Grantee shall be responsible for all maintenance (including snow removal), repair, and replacement of the Path.

8. The interests conveyed herein shall be subject to all other existing or future third-party uses of the Premises permitted by Metra. Metra reserves the exclusive right to allow other uses over, under, across, parallel with, or within the Premises, provided that such uses do not unreasonably interfere with Grantee's Permitted Use.

9. Metra shall have the right to retain existing improvements at the location of the Premises and also shall have the right at any and all times in the future to construct and maintain additional improvements as Metra may from time to time elect over, under, across, parallel with, or within the Premises, provided that such uses do not unreasonably interfere with Grantee's Permitted Use. Nothing shall be done or suffered to be done by Grantee that will in any manner impair the usefulness or safety of the existing improvements of Metra or of such improvements as Metra may construct or allow to be constructed in the future.

10. To the fullest extent permitted by law, Grantee hereby assumes and agrees to release, acquit, and waive any rights against and discharge Metra, the Regional Transportation Authority ("RTA") and the Northeast Illinois Regional Commuter Railroad Corporation ("NIRCRC"), their respective directors, administrators, officers, employees, agents, successors, assigns, and all other persons, firms, and corporations acting on their behalf or with their authority, from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, and on account of damage to or destruction of property arising from any accident or incident which may occur to or be incurred by Grantee, its employees, officers, agents, and all other persons acting on its behalf while on the Premises or the Property or whether or not such injuries or damages are caused by the actions, omissions, or negligence of Metra, the RTA or the NIRCRC. Notwithstanding anything in this Easement to the contrary, the releases and waivers contained in this paragraph shall survive termination of this Easement.

11. To the fullest extent permitted by law, Grantee agrees to indemnify, defend, and hold harmless Metra, the RTA, and the NIRCRC, their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments, and expenses of every kind and nature (including court costs and attorneys' fees) as a result of claims, demands, actions, suits, proceedings, judgments, or settlements, arising out of or in any way relating to or occurring in connection with Grantee's use of or the condition of the Premises or whether or not such injuries, liabilities, losses, damages, costs, payments, or expenses are caused by the actions, omissions, or negligence of Metra, the RTA, or the NIRCRC. Metra agrees to notify Grantee in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. Grantee further agrees to defend

Metra, the RTA, the NIRCRC, their respective directors, administrators, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision, whether such claims, suits, actions or proceedings are rightfully or wrongfully made or filed; provided, however, that Metra, the RTA, and the NIRCRC, may elect to participate in the defense thereof at their own expense or may, at their own expense, employ attorneys of their own selection to appear and defend the same on behalf of Metra, the RTA, the NIRCRC, and their respective directors, administrators, officers, agents or employees. Grantee shall not enter into any compromise, or settlement of any such claims, suits, actions, or proceedings without the consent of Metra, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Agreement.

12. Grantee agrees to furnish insurance in form and in such amounts delineated on **Exhibit "C"** attached to and made a part of this Agreement and or as required by Metra's Risk Management Department (312-322-1455) and shall deliver to Metra's Risk Management Department certificates of insurance or such other documentation acceptable to Metra's Risk Management Department evidencing the acquisition of the required insurance.

13. Grantee shall pay the entire cost of designing, constructing, replacing, repairing, maintaining, and operating said Path. Grantee shall construct, replace, repair, maintain and operate the Path in accordance with: (a) all applicable federal, State, and local laws, ordinances, rules and regulations; and (b) the plans and specifications, approved by Metra. Metra shall be responsible for maintaining the tracks; the crossing surface materials; signal equipment; bells; lights; and gates.

14. Metra shall permit Licensee reasonable right of entry to the Premises for the purpose of routine maintenance and operation of said Path. Grantee's contractor(s) will be required to enter into a Right of Entry Agreement with Metra prior to any access to the Premises for the purpose(s) of installation, construction, reconstruction, repair, replacement, or removal of said Path. An application for a Right of Entry can be found at Metra's website: <https://metra.com/real-estate-leasing>, or by contacting Metra's Right of Way Administrator at 312-542-8189. Grantee shall contact Metra's Right of Way Administrator prior to performing any construction, revision, or action to the Path on the Premises or Property beyond that which would be reasonably considered routine maintenance and/or operation of the Path. Said construction, revision, or action may require railroad flagging protection and/or revised insurance requirements depending on the scope of the work to be performed and the proximity of said work to the live tracks.

15. Metra reserves the right to have a representative present during any construction on or adjacent to the Premises, but in no way waives any rights by failing to have said representative present.

16. Grantee shall construct the Path and the necessary appurtenances and/or other fixtures as may be deemed necessary, in such a manner so as not to interfere with Metra's use of the Premises, Grantee shall provide Metra with a copy of "as built" plans. Should the construction, maintenance, operation or presence of said Path necessitate any change or alteration in the location or arrangement of any wires, fiber optic lines, pipelines or occupations of the Premises, above or below ground, owned or allowed by Metra, or should it, for reasons of safety, become necessary to repair or change the locations, elevation, method of construction of said Roadway or any part

thereof, such work shall be at the sole cost and expense of Grantee. Grantee agrees that it will pay all costs of any and all work performed upon the right of way and tracks of Metra which shall be made necessary by the construction, maintenance, repair, replacement, removal, or presence thereon of said Path. To the extent that in the reasonable opinion of Metra or its designee, flagging and supervisory services are deemed necessary by reason of the installation, repair, renewal, alteration, or removal of said Path, Grantee shall, upon receipt of a bill or invoice therefor, reimburse Metra or its designee for the reasonable cost and expense of furnishing such flagging and supervisory services. Any rights to the Premises not specifically granted to Grantee are reserved to Metra. All rights and interest in and to said Premises shall revert to Metra if Grantee vacates, abandons, or ceases to use the Premises for a period of 12 consecutive months. In such event, Grantee shall, upon Metra's request, execute appropriate documents releasing Grantee's interests.

17. Grantee shall not suffer any mechanic's, laborer's, or materialmen's lien to be filed against the Premises, or any interest therein by reason of any work, labor, services, or materials performed at or furnished to, or claimed to have been performed at or furnished to, the Premises, by, or at the direction of sufferance of, Grantee, or anyone holding the Premises through or under Grantee. In the event such lien is filed against the Premises, shall promptly satisfy and discharge such lien upon notice thereof.

18. All notices, demands and elections required or permitted to be given or made by either Party upon the other under the terms of this Easement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail, return receipt requested, with proper postage prepaid, or hand delivered to the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, or on the day of delivery if hand delivered. Notices sent by certified or registered mail shall be deemed delivered three (3) days after deposited in the U.S. mail. Notices sent by overnight carrier shall be deemed delivered on the day delivered. Notice to parties shall be delivered as follows.

(a) If to the Grantee:

The Village of Bartlett
228 South Main Street Bartlett
Illinois 60103
Attention: Village Administrator
Phone (630) 837-0800

(b) If to Metra:

Metra
547 West Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate & Contract Management
Phone: 312-542-8189

19. This Easement may be terminated by Metra effective sixty (60) days after giving notice to Grantee if Grantee ceases to operate or maintain the Path.

20. This Easement Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. No waiver of any obligation or default of Grantee shall be implied from omission by Metra to take any action on account of such obligation or default. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties. This Easement shall be interpreted under the laws of the State of Illinois. All actions or proceedings arising directly or indirectly or otherwise in connection with, out of or from this Agreement shall be litigated only in a court having a situs within the County or Counties of the State of Illinois that the Premises is located. Grantee hereby consents and submits to the jurisdiction of any local, state or federal court located within said County or Counties and State and hereby waives any right it may have to transfer or change the venue of any litigation arising directly or indirectly or otherwise in connection with, out of, or from this Agreement.

GRANTEE ACKNOWLEDGES THAT INSTRUMENTS OF RECORD, COURT DECISIONS, OR THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED MAY LIMIT THE QUALITY OF METRA'S TITLE. GRANTEE FURTHER ACKNOWLEDGES THAT THE EASEMENT IS SUBJECT TO THESE POSSIBLE LIMITATIONS.

(Signature Page to Follow)

IN WITNESS WHEREOF, this instrument is executed and enforceable as of the later signature below.

**LICENSEE,
VILLAGE OF BARTLETT:**

**THE COMMUTER RAIL DIVISION OF
THE REGIONAL TRANSPORTATION
AUTHORITY D/B/A METRA:**

By: _____

By: _____

Name: _____

Name: James M. Derwinski

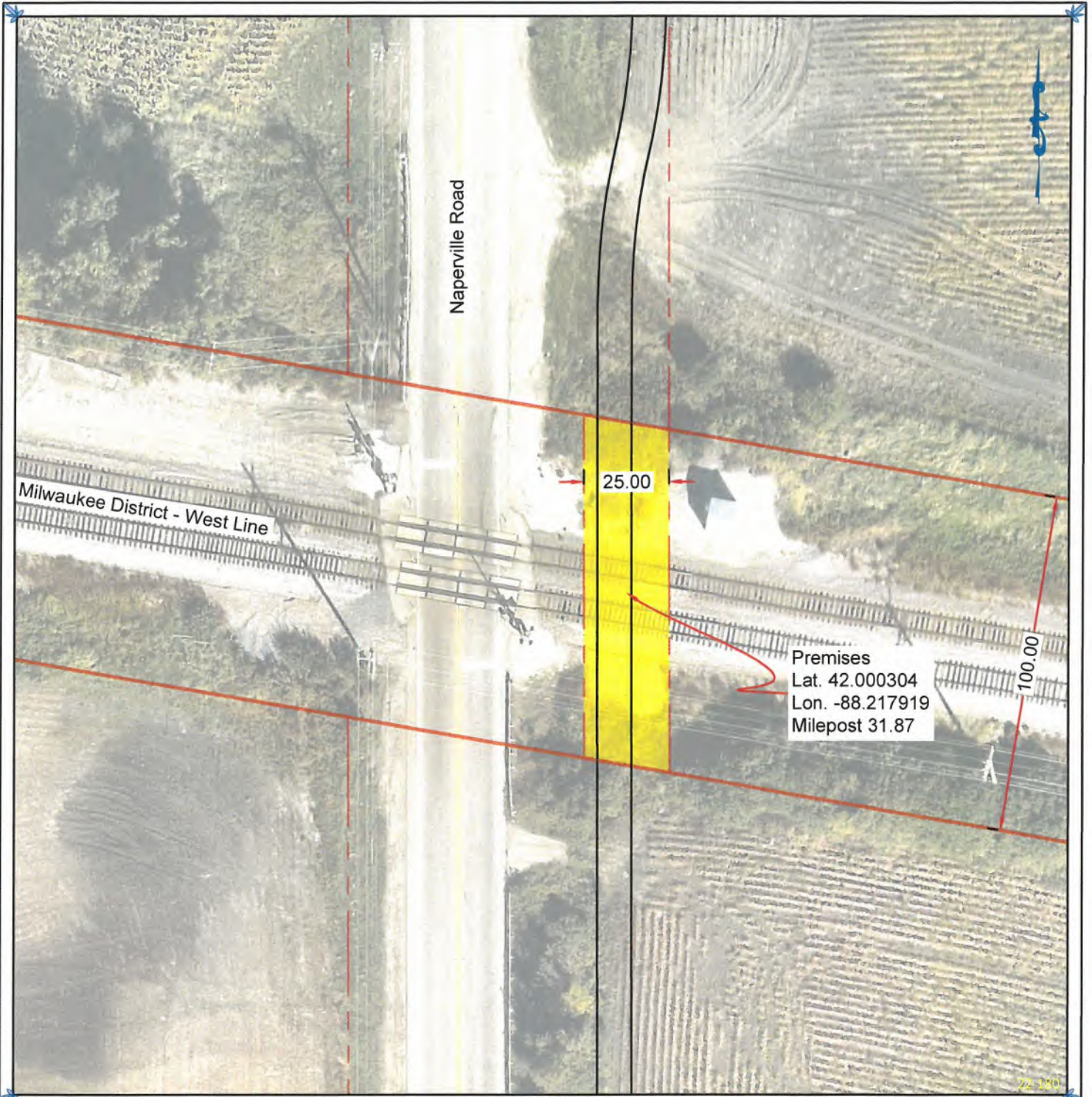
Title: _____

Title: CEO/Executive Director

Date: _____

Date: _____

Exhibit A



Proposed 25' wide Multi - Use Path Easement to the Village of Bartlett.

EXHIBIT "A"



547 W. JACKSON BLVD.
CHICAGO, IL. 60661



Estimate for File **Exhibit B**

Modified: 9/20/2022
Printed: 2/1/2023

District/Subdistrict: Milwaukee District - West Line

Number: 31.87

Estimate: Naperville Rd.

Forces Used: Metra

Preparer: JNM

Overall Work Limits 31.1-32.5

Description:

New Bike path being installed at Naperville Rd.

Comments:

New bungalow, new warning devices, new CWTD

Estimate Total:

\$697,863



Estimate for File

District: Milwaukee District - West Line
Number: 31.87
Forces Used: Metra

Limits: 31.1-32.5
Name: Naperville Rd.

Created: 9/20/2022
Modified: 9/20/2022
Printed: 2/1/2023

Estimate Generation Settings

General Settings		IDOT Labor Additives			
		Year / Type	Class		Total:
Preparer:	JNM	2022	Union	Maintenance of Equipment	56.32%
Material Default to:	Inventory	2022	Corporate	Management and Inspection	56.32%
Rail Weight:	136	2022	Corporate	Engineering and Design	56.32%
Material Additive Rate:	5.00%	2022	Union	Transportation	68.99%
		2022	Union	Maintenance of Way	56.32%
Equipment Force Account-		\$41,241	Total Labor w/o Additives:		\$167,830
Equipment Leased:		\$0	- Maintenance of Equipment		\$0
			- Management and Inspection		\$0
			- Engineering and Design		\$13,320
			- Transportation		\$0
			- Maintenance of Way		\$154,510
Materials Force Account:		\$394,270	Total Labor w/ Additives:		\$262,352
Materials to be Bid:		\$0	Total Equipment:		\$41,241
Miscellaneous Expenses:		\$0	Total Materials:		\$394,270
Other:		\$0	Total Miscellaneous Expenses:		\$0
			Total Other:		\$0
			Grand Total:		\$697,863

	<i>MI</i>	<i>Purchasing</i>	<i>ED</i>	<i>Construction</i>	<i>Equipment</i>
<i>Funding Breakdown</i>	<i>003</i>	<i>004</i>	<i>005</i>	<i>006</i>	<i>017</i>
	\$0	\$394,270	\$20,822	\$241,530	\$41,241

Complex Items Used for this Estimate:

ItemID	Description:	Quantity	Unit	Production Unit	Production Rate
S001	CREW	30	DY	1	N/A



Estimate for File

District: Milwaukee District - West Line
Number: 31.87
Forces Used: Metra

Limits: 31.1-32.5
Name: Naperville Rd.

Created: 9/20/2022
Modified: 9/20/2022
Printed: 2/1/2023

Labor Breakdown by Complex Item

<i>ComplexID/Description</i>	<i>Function</i>	<u>Standard/Overtime</u>			<u>Additive</u>		<i>Grand Total</i>
		<i>Hours</i>	<i>Rate</i>	<i>Total</i>	<i>Amount</i>	<i>Total</i>	
Additional							
LEAD SIGNALMAN		280	38.59	10,805	56.32%	\$10,650	\$29,560
		140	57.89	8,105			
OFFICE ENGINEER		360	37.00	13,320	56.32%	\$7,502	\$20,822
		0	55.50	0			
SIGNAL FOREMAN		280	38.95	10,906	56.32%	\$10,749	\$29,836
		140	58.43	8,180			
SIGNAL TESTMAN		280	38.78	10,858	56.32%	\$10,697	\$29,691
		140	58.11	8,135			
SIGNALMANx4		1,120	38.17	42,750	56.32%	\$42,136	\$116,952
		560	57.26	32,066			
Wiring Technicianx2		400	32.44	12,976	56.32%	\$12,787	\$35,491
		200	48.64	9,728			
	<i>Function Subtotal</i>	2,720		\$101,616		\$94,522	\$262,352
		1,180		\$66,214			
Complex Item SubTotal		2,720		\$101,616		\$94,522	\$262,352
		1,180		\$66,214			
Total		2,720		\$101,616		\$94,522	\$262,352
		1,180		\$66,214			



Estimate for File

District: Milwaukee District - West Line
Number: 31.87
Forces Used: Metra

Limits: 31.1-32.5
Name: Naperville Rd.

Created: 9/20/2022
Modified: 9/20/2022
Printed: 2/1/2023

Equipment by Complex Items

<i>Complex ID/Description</i>	<i>Function</i>	<i>Days</i>	<u>Leased</u> <i>Rate</i>	<i>Total</i>	<i>Days</i>	<u>Corporate</u> <i>Rate</i>	<i>Total</i>
<i>ComplexID:</i> Additional							
BOOM TRUCK		0.00	\$0.00	\$0.00	30.00	\$587.61	\$17,628
CREW CAB PICKUP(91194)		0.00	\$0.00	\$0.00	30.00	\$92.46	\$2,774
FORD SIGNAL TRUCK H R(90		0.00	\$0.00	\$0.00	30.00	\$412.14	\$12,364
TRENCHER/BACKHOE - TRAI		0.00	\$0.00	\$0.00	30.00	\$282.49	\$8,475
Total by Complex Item		<i>0.00</i>		<i>\$0.00</i>	<i>120.00</i>		<i>\$41,241</i>
Total Equipment		<i>0.00</i>		<i>\$0.00</i>	<i>120.00</i>		<i>\$41,241</i>



Estimate for File

District: Milwaukee District - West Line
Number: 31.87
Forces Used: Metra

Limits: 31.1-32.5
Name: Naperville Rd.

Created: 9/20/2022
Modified: 9/20/2022
Printed: 2/11/2023

Materials by Complex Item

Complex Item/Description	Function	Quantity	Corporate		Bid		Total
			Rate	Total	Quantity	Rate	
Additional							
00-00000-0 GROUND KIT - P		2.00	\$170.50	\$341.00	0.00	\$0.00	\$0.00
00-00000-0 TRACK CONNEC		14.00	\$24.20	\$338.80	0.00	\$0.00	\$0.00
06-12124-8 GATEARM FIBG		4.00	\$176.58	\$706.32	0.00	\$0.00	\$0.00
06-41400-7 SHUNT NBS-1 H		8.00	\$385.00	\$3,080.00	0.00	\$0.00	\$0.00
06-42685-2 MDSA-2 MD SUR		2.00	\$628.00	\$1,256.00	0.00	\$0.00	\$0.00
06-55404-2 BATTERY MTCE		12.00	\$231.00	\$2,772.00	0.00	\$0.00	\$0.00
06-55406-7 BATTERY MTCE		14.00	\$280.50	\$3,927.00	0.00	\$0.00	\$0.00
06-41600-2 CHOKE COIL F/T		4.00	\$277.00	\$1,108.00	0.00	\$0.00	\$0.00
06-42670-4 REACTOR TRK		4.00	\$181.50	\$726.00	0.00	\$0.00	\$0.00
06-56020-5 RECT. ELEC 12V		2.00	\$737.00	\$1,474.00	0.00	\$0.00	\$0.00
06-56040-3 RECT. ELEC 12V		2.00	\$1,043.00	\$2,086.00	0.00	\$0.00	\$0.00
06-58142-5 ARRESTER LIG		76.00	\$67.00	\$5,092.00	0.00	\$0.00	\$0.00
06-58826-3 SURGE PROT T		4.00	\$225.00	\$900.00	0.00	\$0.00	\$0.00
06-59130-9 MICRO AIDE FAI		2.00	\$495.00	\$990.00	0.00	\$0.00	\$0.00
06-59654-8 MICRO AIDE RE		1.00	\$3,399.00	\$3,399.00	0.00	\$0.00	\$0.00
06-74121-9 RELAY B1 500 O		10.00	\$910.00	\$9,100.00	0.00	\$0.00	\$0.00
06-74910-5 PLUG BOARD KI		10.00	\$40.92	\$409.20	0.00	\$0.00	\$0.00
06-92300-7 FOUNDATION C		4.00	\$495.00	\$1,980.00	0.00	\$0.00	\$0.00
06-94046-4 CABLE POWER		300.00	\$5.97	\$1,791.00	0.00	\$5.97	\$0.00
06-94206-4 CABLE TRACK 2		3,600.00	\$2.80	\$10,080.00	0.00	\$2.80	\$0.00
06-94222-1 CABLE UG 7/C#6		2,200.00	\$9.04	\$19,888.00	0.00	\$9.04	\$0.00
06-94220-5 CABLE UG 5/C#1		1,100.00	\$4.60	\$5,060.00	0.00	\$4.60	\$0.00
06-94230-4 CABLE UG 19/C#		6,000.00	\$13.78	\$82,680.00	0.00	\$13.78	\$0.00
06-98459-5 LOAD DUMY HA		4.00	\$136.00	\$544.00	0.00	\$0.00	\$0.00
42-68075-1 PIPE PVC 4" SC		12.00	\$44.00	\$528.00	0.00	\$0.00	\$0.00
PSO4000 RX		4.00	\$2,750.00	\$11,000.00	0.00	\$0.00	\$0.00
PSO4000 RX Filter		4.00	\$750.00	\$3,000.00	0.00	\$0.00	\$0.00
PSO4000 TX		4.00	\$2,000.00	\$8,000.00	0.00	\$0.00	\$0.00
RELAY HOUSE 10X8 ALUM		1.00	\$35,000.00	\$35,000.00	0.00	\$30,000.00	\$0.00
XP4 9 Slot (Complete)		2.00	\$33,800.00	\$67,600.00	0.00	\$0.00	\$0.00
S-60 ASSY. COMPLETE		4.00	\$15,874.00	\$63,496.00	0.00	\$0.00	\$0.00
AC SERVICE (COMPLETE)		1.00	\$3,000.00	\$3,000.00	0.00	\$0.00	\$0.00
WYNSYSTEMS REMOTE M		1.00	\$7,000.00	\$7,000.00	0.00	\$0.00	\$0.00
RS-900 ROUTER		1.00	\$1,999.00	\$1,999.00	0.00	\$0.00	\$0.00
DIGI WR31		1.00	\$599.00	\$599.00	0.00	\$0.00	\$0.00
MISC. CONSUMABLES		1.00	\$10,000.00	\$10,000.00	0.00	\$0.00	\$0.00
MICROAIDE SYNCHRONIZ		1.00	\$1,220.00	\$1,220.00	0.00	\$0.00	\$0.00



Estimate for File

District: Milwaukee District - West Line
Number: 31.87
Forces Used: Metra

Limits: 31.1-32.5
Name: Naperville Rd.

Created: 9/20/2022
Modified: 9/20/2022
Printed: 2/1/2023

06-94020-9 WIRE CASE FLE	500.00	\$5.25	\$2,625.00	0.00	\$1.52	\$0.00
06-94026-6 WIRE CASE FLE	100.00	\$7.00	\$700.00	0.00	\$0.00	\$0.00
Materials by Complex Item	<i>14,016</i>		<i>\$375,495</i>	<i>0</i>		<i>\$0</i>
Total Materials	<i>14,016</i>		<i>\$375,495</i>	<i>0</i>		<i>\$0</i>



Estimate for File

District: Milwaukee District - West Line
Number: 31.87
Forces Used: Metra

Limits: 31.1-32.5
Name: Naperville Rd.

Created: 9/20/2022
Modified: 9/20/2022
Printed: 2/1/2023

Other Items Breakdown

Miscellaneous Expenses Items Breakdown

Exhibit C

METRA'S INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

The CGL policy shall include the following coverage limits when limits are indicated:

\$2,000,000 per occurrence, \$4,000,000 aggregate
\$2,000,000 aggregate for completed operations & products liability

2. Automobile Liability Insurance

The Automobile policy shall include the following additional coverage limits:

-Include "any" auto (i.e., all autos owned by the contractor/vendor as well as hired and non-owned autos used by the contractor/vendor and autos used by the contractor/vendors' employees while on Metra property).

\$1,000,000 for Property Damage (if not combined in single limit)

3. Worker's Compensation and Employer's Liability Insurance

Workers Compensation Insurance coverage should be at statutory limits.

As a minimum, the Employers Liability policy shall include coverage limits of:

\$1,000,000 for bodily injury by accident
\$1,000,000 for bodily injury by disease, each employee
\$1,000,000 aggregate liability

4. Contractor's Pollution Liability Insurance (if applicable)

Coverage shall:

-Cover losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the services and operations of the contractor/vendor and all subcontractors involved in the work.

-Apply, without limitation, to bodily injury, property damage (including loss of use of damaged property or of property which has not been physically injured or destroyed) and clean-up costs.

-Provide coverage for pollution conditions which arise from encountering pre-existing environmental conditions at the project site.

-Provide coverage for liability resulting from the transportation of hazardous wastes.

-Shall be written on a "project specific" basis.

Exhibit C

continued

5. **Railroad Protective Liability Insurance**

LIMITS REQUIRED: \$2,000,000 / \$6,000,000

Insure all liabilities assumed under the provisions of the Hold Harmless and Indemnity Clause in the contract and not exclude any construction and/or demolition work performed within 50 feet of railroad track. Commercial General Liability policies, including excess/umbrella, must contain contractual language covering construction and/or demolition being performed on or near railroad property. Commercial General Liability must be written on the ISO Occurrence Form CG 00 01 12 04 (or a substitute form providing equivalent coverage) and include the following endorsement: Contractual Liability Railroads ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage).

6. **Additional/Named Insured shall be as follows:** *“The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra as now exists or may hereafter be constituted or acquired, The Regional Transportation Authority, an Illinois municipal corporation and all other railroads operating on Metra property.”*

ADDITIONAL INSURED IS REQUIRED ON THE GENERAL LIABILITY CERTIFICATE AND NAMED INSURED IS REQUIRED ON THE RAILROAD PROTECTIVE LIABILITY CERTIFICATE

7. **Each Policy shall:**

-Include a waiver of subrogation, thereby waiving your rights of subrogation against Metra and any additional insureds.

-Include the Additional Insured Endorsement for all coverages including products and completed operations, excluding Workers Compensation and Professional Liability.

-Be primary and non-contributory on all coverages.

8. **Deductibles** All deductibles applicable to the insurance coverage shall be borne by the contractor/vendor. The certificate of insurance shall clearly state how defense costs (also known as “allocated loss adjustment expenses”) shall apply in terms of the deductible and the insurance limits. (SIR programs are prohibited, unless approved by Metra’s Risk Management Department.)
9. **Subcontractors** All subcontractors retained or hired for the work shall be required to maintain limits and term equivalent to those required of the prime contractor.
10. **Cancellation** Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Contractor/Vendor will immediately notify Metra of the cancellation, non-renewal, material change or reduction in coverage of any required insurance policy. Such notice shall be sent certified mail to Metra, care of Director of Risk Management, 547 W. Jackson, Suite 1500, Chicago, IL 60661.

Exhibit C

continued

11. **No Waiver** The failure by Metra to receive certificates of insurance required hereunder, or to receive them by the date(s) required hereunder, be construed as a waiver of the contractor/vendor's obligation to obtain the required insurance coverages. Failure by Metra to demand any certificate of insurance or other evidence of full compliance with the insurance requirements set forth herein, or failure by Metra to identify a deficiency in the evidence provided, shall not be construed as a waiver of the obligation to procure, or maintain the insurance required hereunder. The acceptance of delivery by Metra of any certificate of insurance does not constitute approval or agreement that the insurance requirements have been met or that the insurance policies identified in the certificates of insurance are in compliance with such requirements.

12. **Certificates**

Certificates of Insurance shall be sent to:

- Ann Hammo
Metra Risk Management
547 W. Jackson Blvd
Chicago, IL 60661
(phone) 312-322-1455
(email) AHammo@METRARR.com



Agenda Item Executive Summary

Item Name: 2022-2024 Concrete Replacement Project, Year 2 of 3 Renewal Committee or Board: Village Board

BUDGET IMPACT			
Amount:	\$ 112,507	Budgeted	\$ 115,000
List what fund	MFT Funds		

EXECUTIVE SUMMARY

In 2022, Schroeder & Schroeder Concrete Contractors submitted the low bid of \$108,700.00, and was awarded the Concrete Replacement Project with an option for renewal. The contract may be renewed for two (2) additional one-year terms upon agreement between Contractor and the Village of Bartlett. The contractor had agreed to 3.5% increase per year, for three one-year terms. The contract amounts are \$108,700 for 2022, \$112,507 for 2023, and \$116,447 for 2024.

Due to inflation and fuel costs, we have agreed to include an additional increase of 3% for 2023, making the total increase 6.5% for Schroeder & Schroeder. It is important to note that the additional 3% is less than 50% of what was requested by Schroeder & Schroeder for this year (7.5%). We believe this is a better value than what would have been provided by other bidders.

We will adjust the work volume but maintain the project cost of \$112,507 shown above. The difference due to the increase noted above is minimal, approximately 16 standard sidewalk squares. We have worked with Schroeder & Schroeder numerous times in the past and found them to be professional and responsive.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement Documents

ACTION REQUESTED

For Discussion Only _____

Resolution X

Ordinance _____

MOTION: I MOVE TO APPROVE RESOLUTION 2023-_____, A RESOLUTION APPROVING OF AN AGREEMENT RENEWAL BETWEEN THE VILLAGE OF BARTLETT AND SCHROEDER & SCHROEDER INC. FOR THE 2022-2024 (YEAR 2 OF 3) CONCRETE REPLACEMENT PROJECT

Staff: Bob Allen Date: April 4, 2023
Village Engineer

MEMO

Date: April 4, 2023

To: Paula Schumacher, Village Administrator

From: Bob Allen, Village Engineer

Re: *2022-2024 Concrete Replacement Project, Contract Renewal – Year 2 of 3*

This project is the annual sidewalk and misc. concrete replacement project which includes the removal and replacement of sidewalk and curb throughout the Village. This work includes repair to sidewalks that have been damaged due to trees roots pushing up the walk and trench settlements causing trip hazards.

In 2022, Schroeder & Schroeder Concrete Contractors submitted the low bid of \$108,700.00, and was awarded the Concrete Replacement Project with an option for renewal. The contract may be renewed for two (2) additional one-year terms upon agreement between Contractor and the Village of Bartlett. The contractor had agreed to 3.5% increase per year, for three one-year terms. The contract amounts are \$108,700 for 2022, \$112,507 for 2023, and \$116,447 for 2024.

Due to inflation and fuel costs, we have agreed to include an additional increase of 3% for 2023, making the total increase 6.5% for Schroeder & Schroeder. It is important to note that the additional 3% is less than 50% of what was requested by Schroeder & Schroeder for this year (7.5%). We believe this is a better value than what would have been provided by other bidders.

We will adjust the work volume but maintain the project cost of \$112,507 shown above. The difference due to the increase noted above is minimal, approximately 16 standard sidewalk squares. We have worked with Schroeder & Schroeder numerous times in the past and found them to be professional and responsive.

MOTION: I MOVE TO APPROVE RESOLUTION 2023-_____, A RESOLUTION APPROVING OF AN AGREEMENT RENEWAL BETWEEN THE VILLAGE OF BARTLETT AND SCHROEDER & SCHROEDER INC. FOR THE 2022-2024 (YEAR 2 OF 3) CONCRETE REPLACEMENT PROJECT

RESOLUTION 2023 - ___ - R

**A RESOLUTION APPROVING OF AN AGREEMENT RENEWAL BETWEEN
THE VILLAGE OF BARTLETT AND SCHROEDER & SCHROEDER INC.
FOR THE 2022-2024 (YEAR 2 OF 3) CONCRETE REPLACEMENT PROJECT**

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

SECTION ONE: That the total bid for the Village's Concrete Replacement Project, as more fully set forth in the Agreement hereinafter described in Section Two hereof (the "Project Work"), is hereby approved and a contract is hereby awarded to the following contractor as the lowest responsible and responsive bidder meeting specifications:

Schroeder & Schroeder Inc. (the "Contractor") at the unit pricing set forth in its bid, which when applied to the estimated quantities for the Project Work, total \$ 108,700.00 (2022). The contract may also be renewed for two (2) additional one-year terms upon agreement between Contractor and the Village of Bartlett. The contractor has agreed to 3.5% increase per year, for three one-year terms. The contract amounts are \$108,700 for 2022, \$112,507 for 2023, and \$116,447 for 2024.

Due to inflation and fuel costs, we have agreed to an increase of 6.5% rather than the scheduled 3.5% with Schroeder & Schroeder. We will adjust the work volume but maintain the project cost of \$112,507 shown above

SECTION TWO: That the 2022-2024 Concrete Replacement Project Agreement, including renewals if approved, between the Village of Bartlett and the Contractor for the Project Work, a copy of which is appended hereto and expressly incorporated herein by this reference (the "Agreement"), is hereby approved.

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 its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED April 4, 2023

APPROVED April 4, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - ___-R, enacted on April 4, 2023, and approved on April 4, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk



Local Public Agency Formal Contract



Contractor's Name
Schroeder & Schroeder Inc.
Contractor's Address
7306 Central Park

City
Skokie
State
IL
Zip Code
60076

STATE OF ILLINOIS
Local Public Agency
Village of Bartlett
Street Name/Road Name
Various
 CONTRACT BOND (when required)

County
Cook
Section Number
22-00000-05-GM
Type of Funds
MFT

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature _____ Date _____

Submitted/Approved

County Engineer/Superintendent of Highways _____ Date _____

For a Municipal Project

Submitted/Approved/Passed

Signature _____ Date 5-3-22

Official Title
Village President

Department of Transportation

Concurrence in approval of award

Regional Engineer Signature _____ Date 6/7/2022

Jose Rios ^{9F}

Local Public Agency
Village of Bartlett

Local Street/Road Name
Various

County
Cook

Section Number
22-00000-05-GM

1. THIS AGREEMENT, made and concluded the 3rd day of May between the Village of Bartlett, known as the party of the first part, and Schroeder & Schroeder Inc., its successor, and assigns, known as the party of the second part.
2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 22-00000-05-GM in Village of Bartlett, approved by the Illinois Department of Transportation on 03/07/22, are essential documents of this contract and are a part hereof.
4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest:

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

Clerk

Date

Party of the First Part

Date

Louise Glass

5-3-22

By

L. Glass

5-3-22

(If a Corporation)

Corporate Name

SCHROEDER + SCHROEDER Inc.

President, Part. of the Second Part

Date

By

Chris Schroeder

5-11-22

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Part. of the Second Part

By:

(If a Partnership)

Partner

Date

Partner

Date

Attest:

Secretary

Date

17 May 2022

5/11/22

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

(If an individual)

Part. of the Second Part

Date



Schedule of Prices



Contractor's Name
Schroeder & Schroeder, Inc.

Contractor's Address
7306 Central Park

City
Skokie

State
IL

Zip Code
60076

Local Public Agency
Village of Bartlett

County
Cook

Section Number
23-00000-05-GM

Route's (Street/Road Name)
2022 MFT Concrete replacement

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

**Schedule for Single Bid
(For complete information covering these items, see plans and specifications.)**

Item Number	Items	Unit	Quantity	Unit Price	Total
1	PCC Sidewalk R/R 5"	sf	11,000	8.28	91,080.00
2	PCC Sidewalk R/R 6"	sf	200	8.28	1,656.00
3	PCC Driveway R/R 6"	sf	200	8.28	1,656.00
4	Curb & Gutter R/R	lf	500	30.02	15,010.00
5	TCP Highway standard 701801	ls	1	3,105.00	3,105.00
Bidder's Total Proposal					112,507.00

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.



Schedule of Prices



Contractor's Name

Schroeder & Schroeder, Inc.

Contractor's Address

7306 Central Park

City

Skokie

State Zip Code

IL 60076

Local Public Agency

Village of Bartlett

County

Cook

Section Number

24-00000-05-GM

Route's Street/Road Name

2022 MFT Concrete replacement

Schedule for Multiple Bids

Combination Letter	Section Included In Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
1	PCC Sidewalk R/R 5"	sf	11,000	8.57	94,270.00
2	PCC Sidewalk R/R 6"	sf	200	8.57	1,714.00
3	PCC Driveway R/R 6"	sf	200	8.57	1,714.00
4	Curb & Gutter R/R	lf	500	31.07	15,535.00
5	TCP Highway standard 701801	ls	1	3,213.68	3,213.68
Bidder's Total Proposal					116,446.68

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

