

VILLAGE OF BARTLETT
VILLAGE HALL, 228 S. MAIN STREET
BOARD AGENDA
June 18, 2024
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: Committee – May 21, 2024, Board – June 4, 2024

*7. BILL LIST: June 18, 2024

8. TREASURER'S REPORT: April, 2024
Sales Tax Report, April, 2024
Motor Fuel Tax Report, April, 2024

9. PRESIDENT'S REPORT: None

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

11. TOWN HALL: (Note: Three (3) minute time limit per person)

12. STANDING COMMITTEE REPORTS:

A. BUILDING AND ZONING COMMITTEE, CHAIRMAN GUNSTEEN

1. None

B. COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

1. None

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

1. None

D. LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

- *1. 4th of July Class D Liquor License
- *2. 4th of July Parade Permit
- *3. 4th of July Fireworks Display Request
- *4. 4th of July Carnival License Application
- *5. Ordinance Amending Section 3-3-2-16 of the Bartlett Liquor Control Ordinance Regarding the Class N License

E. POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI

1. Resolution Approving an Agreement Between the Village of Bartlett and School District U-46 Providing for a School Resource Officer

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

- *1. Resolution Approving the 2024 Pavement Marking Project Agreement between the Village of Bartlett and Superior Road Striping Inc.
- *2. Sale of Village Owned Surplus Property
3. Purchase of (3) 2025 Peterbilt Dump Trucks from JX Truck Center of Bolingbrook IL

13. NEW BUSINESS

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT



VILLAGE OF BARTLETT COMMITTEE MINUTES May 21, 2024

1. CALL TO ORDER

President Wallace called the Committee of the Whole meeting of May 21, 2024 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:27 p.m.

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Samuel Hughes, Human Resources Director Janelle Terrance, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Village Engineer Nick Talarico, Planning & Development Director Kristy Stone, Assistant Golf Pro Paul Galvan, Police Chief Geoff Pretkelis, Deputy Chief Rob Sweeney, Deputy Chief Will Naydenoff, Village Attorney Kurt Asprooth and Village Clerk Lorna Giles.

3. TOWN HALL: None

4. STANDING COMMITTEE REPORTS

A. BUILDING AND ZONING, CHAIRMAN GUNSTEEN

1. Town Center Concept discussion

Chairman Gunsteen introduced the item.

Public Works Director Dan Dinges stated, We have been working on a Metra grant to do some landscape enhancements south of the tracks by the depot museum. In the capital program, we also have the sidewalk on the south side of Railroad Ave. from More Brewing, east to Main St. We also had town center. We have had issues with the fountain, and the pavers need some work over there as well, so we ended up working with the landscape architect who did work on the Metra grant to come up with a concept plan for town center. In the concept, there is no longer a fountain; it is more of a stream. There would be a running stream with walkways throughout. We are also looking at on the north side, a stone wall with a message board sign there, perhaps a digital sign.

Chairman Gandsey clarified the location.

Mr. Dinges stated, A local artist is looking to donate some art that we want to either incorporate in the town center area or Metra area. A lot of this is specialty type items, and we have talked to other communities that have done other projects similar in their downtowns. One of the things we are finding is they are going towards more of a design-build where you hire an architect or landscape designer and contractor early on to work on the water features, etc., because you don't necessarily want the low bidder



VILLAGE OF BARTLETT COMMITTEE MINUTES May 21, 2024

bidding doing those items. He wants to get feedback from the board to see if they are comfortable with that type of process. There would be a consultant/landscape architect, and then we would bring on a contractor. We have had some initial discussions with a contractor to see if it was feasible, Martam Construction, who has done the downtown Algonquin project. We have been in contact with Algonquin to see how they went about their remodel. It made sense to include the Metra project, town center, and the south side of the railroad in the same project to get economies of scale, and it enhances that whole area at the same time.

Chairman LaPorte thought it was important for that area to match. He asked if the AT&T area could be included.

Mr. Dinges stated they are difficult to work with, but that might be something they would be willing to do in the future.

Chairman LaPorte stated he would like to make sure the signage does not take away from the beauty of the park.

Chairman Gunsteen asked how tall the rock structure will be.

Mr. Dinges stated it would be like a seat wall.

Chairman Gunsteen would like us to remove the wood platforms.

Mr. Dinges stated we have already shared that comment with the designer. We want low-maintenance materials.

Chairman Gunsteen asked about the fountain.

Mr. Dinges stated typically you would hire a maintenance contractor that does algae control, and you use chlorine to treat it.

President Wallace asked about the old fountain and making sure nothing cracks over the winter.

Mr. Dinges stated it would be winterized. The experts know how to build it properly, and then we would have a maintenance agreement to dewater it and winterize it.

Chairman Gandsey asked what type of lighting we are looking at.

Mr. Dinges stated right now we have decorative lighting in there. We are looking at landscape lighting in the trees. We would also have outlets to make sure we can continue to decorate during the holidays.

Chairman Gandsey asked if they gave any ideas for the future development site, and what they would do next.



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Mr. Dinges stated that area is not ours. It has the potential to be developed, but we have not heard anything.

President Wallace stated he trusts us using a contract to work with the architect because those sorts of things need to be done really well and last a long time, so he would leave it up to the director to make sure that it is done well.

Chairman Gunsteen stated he agrees with Trustee LaPorte that the sign should not be oversized or too bright. Maybe there is a different type of sign we could use.

Mr. Dinges stated we can get some concepts of what that would look like. It is a work in progress, and that is the good thing about this design-build process because you make decisions for that area with the contractor at the table to tell you if it's feasible.

Ms. Schumacher added we are trying to get away from the large barricade with the vinyl signs for each event.

Chairman LaPorte suggested maybe putting a sign on the southwest corner in the AT&T park. He thought the artwork should go somewhere else, not in this specific park.

Mr. Dinges stated there are some spots in the Metra area that would work as well.

Chairman Deyne asked if we would have to move the existing Rotary clock.

Mr. Dinges stated, "No, we would work to incorporate it more."

President Wallace stated speaking of clocks, Algonquin has a giant clock near their river area that looks really nice.

Chairman Gunsteen asked if we can make the right out only in the town center a left and right out. He doesn't think there is enough traffic to warrant it as a one way.

Mr. Dinges stated staff can look at that.

Chairman Hopkins stated getting across Railroad Ave. in that area is difficult at times with that small turn lane island and the light times. Is there a way to incorporate a crosswalk further east or make the current one safer?

Mr. Dinges stated we can look into that. He added the next step would be bringing the contract for the design-build.

The item was moved on to the village board.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
May 21, 2024**

B. POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI

1. Amend Municipal Code Regarding Sidewalk Parking Regulations

Chairman Suwanski introduced the item.

Commander Rybaski stated staff is proposing an amendment to the village code to include restrictions on sidewalk parking in residential areas. Sidewalks are vital to the daily travel of residents; however, when vehicles are parked on sidewalks, they obstruct these pathways and force pedestrians into the streets. We understand parking can be a challenge in most residential areas, especially when most residents own multiple cars and have limited space on driveways. Bartlett also has parking restrictions preventing vehicles from parking on the roadway overnight without permission. It was brought to our attention that residents wanted to keep the streets clear overnight but to do so, many residents need to park their vehicles on the driveway overnight. We researched our neighboring towns' ordinances and learned that they have implemented time restrictions on when a vehicle can block a sidewalk in a residential area. These time frames kept the sidewalks clear when most people can be expected to use them. It also allowed vehicles to park across the sidewalk during overnight hours. By amending this ordinance, we are providing a solution that is a win/win for the residents and police, which will help us maintain a safe, workable, and inclusive community.

Chairman Hopkins asked to have it tweaked from 7:00 a.m. to 8:00 a.m.

Commander Rybaski added that we picked that time because most kids start their walks by 8:00 a.m. They start school at 8:00 a.m. at some schools, and others start at 8:30 a.m.

Chairman Gunsteen asked if we get a lot of complaints about this.

Commander Rybaski stated we usually get about 5 complaints on GoGov and another handful through dispatch yearly.

Chairman Gunsteen stated a lot of homeowners park sideways on their parkway for fear of getting a ticket. If they can park overnight on the sidewalk, that would probably be eliminated.

Chairman LaPorte asked if anyone has been injured or hurt because of a car blocking a sidewalk and how it came about to look into it.

Commander Rybaski stated he believes we have had an ordinance since the 1970s and it's also a state statute as well. As far as data, we want to avoid kids having to go in the roadway as much as possible.

Ms. Schumacher stated anecdotally, from being the IRMA representative for many years, we have not had any claims experience related to people walking off the sidewalk, but we have had a number of calls about it impacting their neighborhood, so that was the genesis of looking into it.

Chairman Gandsey asked if this is something we actively look for or wait until someone calls.



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Commander Rybaski stated it is a combination. We try to get compliance first, so many times we will send a CSO to the house to try to get in touch with the resident and ask them to move the vehicles. We will start with warning tickets first, and if they do not comply, we will issue parking tickets.

Chairman Suwanski confirmed that we are loosening the restrictions since we can't currently park on the road overnight.

Commander Rybaski stated yes, they would be able to park there for the overnight hours because most families are not using the sidewalks at night and traffic is reduced overnight as well.

Chairman Gunsteen stated this helps because when someone can't park on the road because of snow, for example, at least they can park on their driveway overnight.

Chairman LaPorte stated a lot of people are working from home nowadays, and he personally has more cars in the driveway than they have ever had. He thinks the nighttime ordinance is a good idea. He doesn't agree with the daytime ordinance, but if it's a state statute, there is nothing he can do about it.

Chairman Gunsteen confirmed that the police department is not just going to be driving around giving tickets out for this; it's more complaint-based.

Commander Rybaski confirmed that was true.

This item was forwarded to the village board for a vote.

C. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

1. Waste Hauler Contract

Chairman Deyne introduced the item.

Assistant Village Administrator Scott Skrycki stated the proposed contract would be a five-year deal with Groot. The original deal was part of an RFP process in 2017 and was extended again for two years in 2022. The contract would call for residents to have a frozen rate in the first year and seniors to have a frozen rate for two years. It would also call to memorialize a lot of the sanitization services Groot has provided to our civic grounds via goodwill. The contract would also include all the amenities residents get at that time.

Chairman Hopkins stated, I am not a huge fan of no-bid contracts. Even if it is negotiated and comparable to what other communities pay, I am still not a fan. If this is what we are going to do, they need to make it better than it was before. He suggested the residents' rates freeze for two years, not just the senior rate. He thinks if you call another waste hauler and ask them to match it, they will match it. He understands they have been good and there haven't been many complaints, but it is still a no-bid contract.

Chairman Gunsteen asked if this bid was originally for five years.



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Mr. Skrycki stated it originally occurred in 2017 and was for five years.

Chairman Gunsteen stated the escalation looks very similar to the original contract. His concern is that if we go out for RFP, we might lose the amenities that Groot offers us. He has been in other towns like Elgin or Schaumburg where all you can put out is the can.

Mr. Skrycki stated if we went out for RFP, that would be up to the will of the board; those amenities could be included. The reason for this recommendation is based on the market and neighboring towns. Quite frankly, their service level is excellent and is better than anything in the 16 years he has been here.

President Wallace stated he totally agrees and has no problem with Groot right now and has no interest in bidding it out.

Chairman LaPorte stated he thinks it looks good; the 3.5% increase is the cost of inflation.

President Wallace stated we really pressed them about 5 years ago when they started. They were really bad and then got really good, and he doesn't want to break that wheel with a new company because you get so many complaints when you change.

Chairman Hopkins stated he doesn't like to do it either but wants to make sure we get the best deal for the residents.

President Wallace confirmed the extension terms.

Mr. Skrycki stated the proposed agreement's length is 5 years.

Chairman LaPorte stated they did an analysis of the other cities we got in our email and we are pretty in line with what other cities are doing. He didn't see anything that was night and day.

Chairman Deyne stated their employees are familiar with the town and know what to expect. If we change it up, we are opening Pandora's box.

Chairman Gandsey stated she knows in the beginning the online service was bad, but then that changed. Do we know how many complaints we have?

Mr. Skrycki stated we had 6 complaints in our online portal and those were all rectified swiftly.

Chairman Suwanski stated she is noticing the other fees in the comparison with other communities and we are not charged other fees for white goods, e-recycling, etc.

Mr. Skrycki stated many of those communities have 2, 3, 4, or 5-day pickups too; we are only 1 day.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
May 21, 2024**

B. ADJOURNMENT

Chairman Deyne moved to adjourn the Committee of the Whole meeting and that motion was seconded by Chairman Hopkins

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The Committee of the Whole meeting was adjourned to Executive Session at 8:06 p.m.

Samuel Hughes

Deputy Village Clerk



VILLAGE OF BARTLETT
BOARD MINUTES
June 4, 2024

1. CALL TO ORDER

President Wallace called the regular meeting of June 4, 2024 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, Sr. Management Analyst Sam Hughes, Finance Director Todd Dowden, Assistant Public Works Director Tyler Isham, Village Engineer Nick Talerico, Planning & Development Director Kristy Stone, Grounds Superintendent Matt Giermak, Police Chief Geoff Pretkelis, Deputy Chief Rob Sweeney, Village Attorney Kurt Asprooth and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Mark Sundberg from the Living Lord Lutheran Church did the invocation.

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.

Trustee Gunsteen stated that he would like to add items 12.A.1 to the Consent Agenda - Resolution 2024-49-R, A Resolution Approving Metra Station & Town Center Preliminary Design Agreement Between the Village of Bartlett and Christopher B. Burke Engineering.

Trustee Suwanski stated that she would like to add items 12.E. 1 to the Consent Agenda – Resolution 2024-51-R, An Ordinance Amending the Bartlett Municipal Code Regarding Sidewalk Parking Regulations.

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



**VILLAGE OF BARTLETT
BOARD MINUTES
June 4, 2024**

Trustee Deyne moved to Amend the Consent Agenda and that motion was seconded by Trustee Suwanski.

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

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

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

ROLL CALL VOTE TO APPROVE THE AMENDED 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 - None

9. PRESIDENT'S REPORT

A. President Wallace stated that with the advice and consent of the Village Board, he appoints Amy McSwane to a 2-year term on the Planning and Zoning Commission beginning June 4, 2024 and ending June 4, 2026.

Trustee Deyne motioned to Concur to the Appointment of Amy McSwane to the Planning and Zoning Commission for a 2-Year Term and that motion was seconded by Trustee Gunsteen.

ROLL CALL VOTE TO CONCUR TO THE APPOINTMENT OF AMY MCSWANE TO THE PLANNING AND ZONING COMMISSION

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



VILLAGE OF BARTLETT
BOARD MINUTES
June 4, 2024

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized and congratulated staff for their anniversaries and birthdays.

Trustee Gunsteen requested a recap regarding roadwork. Public Works Director Dan Dinges provided an update regarding the water main project on Oak. He stated that the Contractor will be moving North and shutting down Oak next week from Hickory to Lake due to a water main being installed which will likely be a 3-week project. They will leave the North portion open when they're not working. Traffic will be re-routed to North Avenue at Lake Street to get into town. He then discussed the Force Main job affecting Prospect and Amherst Hill, contractors are out there and putting in a permanent patch to repave that section. He went on to say that they anticipate the project to be completed in the next couple of weeks. IDOT is still out at Route 59 and West Bartlett Road completing the median and pavement work.

Trustee Gunsteen asked if the project end date for the work Downtown will be completed before the 4th of July. Public Works Director Dan Dinges stated that he anticipates within the next three weeks they will get Oak Avenue completed, they will need to complete utility service work between Hickory and Morse, but North Avenue should be completed. He stated that the goal is to get the stretch of Oak cleaned up and have the contractor come back after July 4th to complete North Avenue.

Trustee Gandsey requested an update regarding Village Branding. Village Administrator Paula Schumacher stated A5 was in town a few weeks ago taking local pictures. She went on to say that they have a meeting scheduled on Friday June 7, 2024, to get a preview, after which it will be presented to the EDC at their July meeting. It will then be presented to the Board following their review.

Trustee Suwanski thanked the Police Department for a fun and successful Family Fishing Derby that took place on Saturday June 1, 2024. She stated that despite the drizzle, they had a great turnout where both fish and frogs were caught.

Trustee Suwanski requested an update regarding the Ribbon Cutting for the Community Garden. Village Administrator Paula Schumacher stated the Ribbon cutting would be taking place on Saturday June 15, 2024, at 10am at Koehler Field.

11. TOWN HALL

Sebastian Nowak, 1099 Horizon Drive

Mr. Nowak stated that he submitted a letter to the Bartlett Police Department regarding getting speed cameras set up in their neighborhood. He referenced the Dealership that was recently built behind their subdivision by Moretti's, which has resulted in a lot of vehicles driving through the neighborhood for test drives. Chief of Police Geoff Pretkelis addressed Mr. Nowak to advise that Traffic Supervisor Sergeant Brian Simone was working with some of the residents. To his



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BOARD MINUTES
June 4, 2024

knowledge, resident complaints revolved around the Dealership moving their vehicles around Horizon Drive instead of Lake Street. Sergeant Simone has been in touch with Planning and Development Services Director Kristy Stone. He stated that there's not much that can be done via Police Enforcement except if vehicles are violating the Illinois vehicle code or if there's some type of equipment violation. In regard to speed issues, Chief Pretkelis advised that they could put out a speed trailer and route out periodic Patrols as needed to assist. Chief Pretkelis also advised that Deputy Chief Sweeney was present and would be happy to meet with Mr. Nowak to discuss the issue further.

Mayor Wallace thanked Mr. Nowak for being present to voice his concerns. Mayor Wallace stated that when the Ordinance was passed, he thought that the Dealership was required to use Lake Street not Horizon Drive. Planning and Development Services Director Kristy Stone state there was signage posted as well as a meeting that was held with the General Manager's, but that there is not much that can be done Zoning wise regarding this issue. Mayor Wallace stated that if the issue continues, it's suggested that perhaps "No left turn" signs be put up. The Mayor asked that the speed trailer be put out to monitor the issue moving forward.

Gerald W. Lefler, 121 Lucille Court

Mr. Lefler wanted to discuss an issue between a few of his neighbors. There are two townhomes across the street at Donna Court that are conducting used car businesses out of their garage. They are using Chase Avenue as a parking lot for their cars. He reports they had 8-9 cars between Amcort and North Avenue. He requests that the Police Department initiate ticketing to avoid them using Chase Avenue as their parking lot. He also inquired about the Garage Sale on the website between September 5-7, he is asking about additional information regarding sign up and cost etc. Mayor Wallace advised that the information would be in the next Bartletter.

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen presented Resolution 2024-49-R, a Resolution Approving Metra Station & Town Center Preliminary Design Agreement Between the Village of Bartlett and Christopher B. Burke Engineering.

Trustee Gunsteen moved to approve Resolution 2024-49-R, a Resolution Approving Metra Station & Town Center Preliminary Design Agreement Between the Village of Bartlett and Christopher B. Burke Engineering and that motion was seconded by Trustee Hopkins.

ROLL CALL VOTE TO APPROVE RESOLUTION 2024-49-R, APPROVING METRA STATION AND TOWN CENTER DESIGN AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING

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



VILLAGE OF BARTLETT
BOARD MINUTES
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Trustee Gunsteen presented Ordinance 2024-50, an Ordinance Approving an Amendment to the Immaculata Planned Unit Development, a Special Use Permit, a Preliminary and Final Subdivision, a Text Amendment, and a Site Plan for Maryville Academy.

Trustee Gunsteen moved to approve Ordinance 2024-50, an Ordinance Approving an Amendment to the Immaculata Planned Unit Development, a Special Use Permit, a Preliminary and Final Subdivision, a Text Amendment, and a Site Plan for Maryville Academy and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO APPROVE ORDINANCE 2024-50, APPROVING AMENDMENT TO IMMACULATA PUD, SPECIAL USE, PRELIMINARY AND FINAL SUBDIVISION, TEXT AMENDMENT AND SITE PLAN FOR MARYVILLE ACADEMY

AYES: None

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

ABSENT: None

MOTION FAILED

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that there was no report.

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

Trustee LaPorte stated that Resolution 2024-53-R, a Resolution Approving Amendment to the FY 2024-25 Budget and Resolution 2024-54-R, a Resolution Approving of the Contract Between Food & Alcohol Service Training, Inc. and the Village of Bartlett were covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that Ordinance 2024-55, an Ordinance Creating a Class B Liquor License was covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski presented Ordinance 2024-51 an Ordinance Amending the Bartlett Municipal Code Regarding Sidewalk Parking Regulations, covered and approved under the Consent Agenda.



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Trustee Suwanski stated that the purchase of a 2025 Ford Utility Interceptor through Suburban Purchasing Cooperative for \$46,384 was covered and approved under the Consent Agenda.

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne presented Resolution 2024-52-R, a Resolution Approving the Second Amendment and Extension to the Agreement Between the Village of Bartlett and Groot, Inc.

Trustee Deyne moved to approve Resolution 2024-52-R, a Resolution Approving the Second Amendment and Extension to the Agreement Between the Village of Bartlett and Groot, Inc. and that motion was seconded by Trustee Gunsteen.

ROLL CALL VOTE TO APPROVE RESOLUTION 2024-52-R, APPROVING THE SECOND AMENDMENT AND EXTENSION TO THE AGREEMENT WITH GROOT, INC.

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

Trustee Deyne stated that Resolution 2024-56-R, a Resolution Waiving Advertising for Bids and Approving the Village Hall HVAC Replacements Project Agreement with Crowther Roofing & Sheet Metal, Inc.; Ordinance 2024-57, an Ordinance Amending Title 9, Chapter 2 of the Bartlett Municipal Code Regarding Site Clearing Permits; Resolution 2024-58-R, a Resolution Authorizing the Purchase of up to 650 Tons of Road Salt from Morton Salt, Inc.; Purchase of (1) Anti-Icing Dispensing Unit from Monroe Truck Equipment; Resolution 2024-59-R, a Resolution Approving the 2024 Sidewalk Cutting Project Agreement Between the Village of Bartlett and Hard Rock Concrete Cutters were covered and approved under the Consent Agenda.

13. NEW BUSINESS

A. President Wallace stated that the Orchard Gaming, LLC DBA Penny's Place 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.

14. QUESTION/ANSWER PRESIDENT & TRUSTEES

Trustee LaPorte had a question for Public Works Director Dan Dinges. Residents have requested signage by the horse farm for the walking path going East and across from Prospect. Residents state they have to wait for up to 10 minutes before being able to cross.



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Director Dinges stated they would need to talk to the County regarding Signage. The plan was to put up a landscape median at 59 but some obstacles were presented by ComEd. He stated they are looking into getting rapid flashers where pedestrians can hit the button which makes it noticeable that pedestrians are looking to cross over.

Trustee Hopkins inquired about the underpass on Route 59 for the bike path. Public Works Director Dan Dinges advised that it is currently under design. They're waiting to get soil borings and tree clearing completed before it can get finalized after which it will be submitted to IDOT for approval.

15. ADJOURNMENT

President Wallace stated that the board will adjourn and there will be a Committee of the Whole meeting. There being no further business to discuss, Trustee Deyne moved to adjourn the regular Board meeting and that motion was seconded by Trustee Hopkins.

ROLL CALL VOTE TO ADJOURN

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

The meeting was adjourned at 7:26 p.m.

Jackie Cardoza
Executive Assistant

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/18/2024

100-GENERAL FUND REVENUES

410110-REAL ESTATE TRANSFER TAX

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLAS CLERKING	TRANSFER STAMP REFUND	2,133.00
INVOICES TOTAL:		2,133.00

480601-MISCELLANEOUS INCOME

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	CREDIT MEMO	-88.99
INVOICES TOTAL:		-88.99

2,044.01

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DEARBORN LIFE INSURANCE COMPANY	MONTHLY INSURANCE-JUNE 2024	4,151.64
INVOICES TOTAL:		4,151.64

4,151.64

1100-VILLAGE BOARD/ADMINISTRATION

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A5 BRANDING & DIGITAL	VILLAGE BRANDING	4,000.00
** 1 ELAN FINANCIAL SERVICES	IL CANNABIS CONVENTION	50.00
1 MARINA SAMOVSKY PHOTOGRAPHY	PHOTOGRAPHY SERVICES	1,000.00
INVOICES TOTAL:		5,050.00

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	E-NEWSLETTER FEE	104.50
INVOICES TOTAL:		104.50

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	10.48
** 1 ELAN FINANCIAL SERVICES	ADOBE SOFTWARE/PHONE CASE	538.07
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	49.80
INVOICES TOTAL:		598.35

542100-REBATES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 THE BOSS'S SIGNATURE INC.	BEDA GRANT	50,000.00

** Indicates pre-issue check.

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INVOICES TOTAL: 50,000.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	ICSC/IEDC MEMBERSHIP DUES	510.00
** 1 ELAN FINANCIAL SERVICES	ILCMA/PELRA MEMBERSHIP DUES	756.00
<u>INVOICES TOTAL:</u>		<u>1,266.00</u>

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 JOHN CORCORAN	BAGPIPERS/MEMORIAL DAY WALK	250.00
** 1 ELAN FINANCIAL SERVICES	CHAMBER OUTING	140.00
<u>INVOICES TOTAL:</u>		<u>390.00</u>

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CREDIT MEMO	-46.89
1 PASTPERFECT SOFTWARE INC	ANNUAL SUPPORT RENEWAL	540.00
<u>INVOICES TOTAL:</u>		<u>493.11</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	63.10
** 1 ELAN FINANCIAL SERVICES	STAFF LUNCHEON	93.54
<u>INVOICES TOTAL:</u>		<u>156.64</u>

58,058.60

1200-PROFESSIONAL SERVICES

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	1205 WINNERS CUP CIR-ENGINEERING REVIEW	677.50
1 HAMPTON LENZINI AND RENWICK INC	992 WOODHOLLOW LN-ENGINEERING REVIEW	467.50
1 HAMPTON LENZINI AND RENWICK INC	1200 HUMBRACHT CIR-ENGINEERING REVIEW	1,206.25
1 HAMPTON LENZINI AND RENWICK INC	2305 KENYON RD STORMWATER-ENGINEERING REVIEW	2,446.25
<u>INVOICES TOTAL:</u>		<u>4,797.50</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MGT OF AMERICA CONSULTING	EMPLOYEE SATISFACTION SURVEY	32.16
<u>INVOICES TOTAL:</u>		<u>32.16</u>

4,829.66

1400-FINANCE

** Indicates pre-issue check.

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529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PROSHRED CHICAGO	PAPER SHREDDING SERVICES	192.50
	<u>INVOICES TOTAL:</u>	<u>192.50</u>

530135-LEAF BAG LABELS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GROOT INC	YARD WASTE STICKERS	2,000.00
	<u>INVOICES TOTAL:</u>	<u>2,000.00</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	GFOA MEMBERSHIP DUES	305.00
	<u>INVOICES TOTAL:</u>	<u>305.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	LATE FEE	2.51
1 FEDERAL EXPRESS CORP	LATE FEE	15.91
** 1 SAM'S CLUB	CREDIT NEXT MONTH	92.21
	<u>INVOICES TOTAL:</u>	<u>110.63</u>

2,608.13

1500-PLANNING & DEV SERVICES

526006-INSPECTION SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOOD & ALCOHOL SERVICE TRAINING INC	FOOD SERVICE INSPECTIONS 05/24	720.00
	<u>INVOICES TOTAL:</u>	<u>720.00</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	IPASS AUTO REPLENISH	8.00
	<u>INVOICES TOTAL:</u>	<u>8.00</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	35.43
	<u>INVOICES TOTAL:</u>	<u>35.43</u>

763.43

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	144.80

** Indicates pre-issue check.

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1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	112.21
1 T-MOBILE	TELEPHONE BILL	2,083.20
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	72.02
1 VERIZON WIRELESS	WIRELESS SERVICES	1,226.41
		INVOICES TOTAL: 4,873.64

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	PERMIT FEE	51.13
		INVOICES TOTAL: 51.13

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE BLUE LINE	OFFICER RECRUITMENT LISTING	595.00
		INVOICES TOTAL: 595.00

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FTD AUTO LLC	VEHICLE MAINTENANCE	97.44
1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	409.90
1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	549.15
1 MYD BARTLETT SG LLC	CAR WASH SERVICES - APR 2024	96.00
1 PRIME DETAILING & WINDOW TINTING	VEHICLE INTERIOR DETAIL FEE	150.00
		INVOICES TOTAL: 1,642.49

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	49.08
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	56.99
** 1 ELAN FINANCIAL SERVICES	TRAINING FEES/DOG GROOMING/FLOWERS	412.97
** 1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	115.84
1 MIDWEST FIRST AID & SAFETY	FIRST AID SUPPLIES	112.39
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	778.84
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	20.97
		INVOICES TOTAL: 1,547.08

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	UNIFORM APPAREL	274.68
1 RAY O'HERRON CO INC	UNIFORM APPAREL	31.68
1 RAY O'HERRON CO INC	UNIFORM APPAREL	53.09
1 SPECIAL T UNLIMITED	ACADEMY UNIFORM APPAREL	564.00

** Indicates pre-issue check.

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INVOICES TOTAL: 923.45

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	ANNUAL SUBSCRIPTION RENEWAL	380.60
1 THOMSON REUTERS - WEST	ONLINE/SOFTWARE SUBSCRIPTION	238.31
<u>INVOICES TOTAL:</u>		<u>618.91</u>

530125-SHOOTING RANGE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	SHOOTING RANGE SUPPLIES	803.35
<u>INVOICES TOTAL:</u>		<u>803.35</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	IPASS AUTO REPLENISH	8.00
<u>INVOICES TOTAL:</u>		<u>8.00</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	27.14
1 STRICTLY TECHNOLOGY	REPLACEMENT PRINTER	415.00
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	258.39
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	285.83
<u>INVOICES TOTAL:</u>		<u>986.36</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	19.98
<u>INVOICES TOTAL:</u>		<u>19.98</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DARE INDIANA	TRAINING FEES/A BIANCO	1,500.00
1 TRACEY DENDINGER	IJOA CONFERENCE EXPENSES	61.99
** 1 ELAN FINANCIAL SERVICES	GRACIE TRAINING REGISTRATION	3,000.00
1 ANGELIQUE HERRERA	TRAVEL EXPENSE/POLICE ACADEMY	208.30
1 NORTHWESTERN UNIVERSITY	TUITION FEES/G MILOS	4,400.00
<u>INVOICES TOTAL:</u>		<u>9,170.29</u>

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	79.63
<u>INVOICES TOTAL:</u>		<u>79.63</u>

** Indicates pre-issue check.

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543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	34.91
** 1 ELAN FINANCIAL SERVICES	DARE LUNCH/TEEN CPA GRAD FOOD	356.69
1 ENCHANTED PRODUCTIONS LLC	NNO 2024 CHARACTER APPEARANCE	600.00
1 SCOTT INGERSON	BUBBLE SHOWS/NAT'L NIGHT OUT	600.00
** 1 LANDINI ENTERTAINMENT PRODUCTIONS INC	DEPOSIT/TRACKLESS TRAIN FOR NNO	1,472.50
1 PRIME TIME RACING	MINI-RACE TRACK RENTAL/NNO	1,600.00
1 PATTI ANN UMMEL	FACE PAINTING/FAMILY FUN NIGHT	600.00
1 PATTI ANN UMMEL	FACE PAINTING/NAT'L NIGHT OUT	1,350.00
INVOICES TOTAL:		6,614.10

544001-PRISONER DETENTION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	56.88
INVOICES TOTAL:		56.88

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONRAD POLYGRAPH INC	POLYGRAPH EXAM FEES	400.00
** 1 ELAN FINANCIAL SERVICES	LUNCH FOR BFPC INTERVIEWS	126.19
INVOICES TOTAL:		526.19

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO HEARING SOCIETY	SIGN LANGUAGE INTERPRETER	928.00
INVOICES TOTAL:		928.00

570105-EQUITABLE SHARING EXPENSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADORAMA	NEW EVIDENCE CAMERAS	4,797.00
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,978.04
INVOICES TOTAL:		6,775.04

36,219.52

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	2.10
1 RUNNION EQUIPMENT COMPANY	RENTAL OF VERSALIFT SST-40	4,000.00
1 RUNNION EQUIPMENT COMPANY	RENTAL OF VERSALIFT SST-40	800.00
1 VERIZON WIRELESS	WIRELESS SERVICES	314.10
1 VERIZON WIRELESS	WIRELESS SERVICES	279.38
INVOICES TOTAL:		5,395.58

** Indicates pre-issue check.

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524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,786.33
1 NICOR GAS	GAS BILL	170.05
1 NICOR GAS	GAS BILL	88.10
1 NICOR GAS	GAS BILL	158.82
INVOICES TOTAL:		2,203.30

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMERCIAL TIRE SERVICE	VEHICLE MAINTENANCE	340.00
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	157.00
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	675.00
1 RUNNION EQUIPMENT COMPANY	EQUIPMENT PARTS AND MAINTENANCE	1,299.24
INVOICES TOTAL:		2,471.24

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL REPAIRS	82.84
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	1,143.78
1 STATE TREASURER	TRAFFIC SIGNAL MAINTENANCE	3,601.98
INVOICES TOTAL:		4,828.60

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABBOTT TREE CARE PROFESSIONALS LLC	LAWN MAINTENANCE SERVICES	1,093.75
1 ABBOTT TREE CARE PROFESSIONALS LLC	LAWN MAINTENANCE SERVICES	2,393.75
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT/140 E BARTLETT AVE	302.08
1 UNO MAS LANDSCAPING	LANDSCAPE SERVICES	4,885.00
INVOICES TOTAL:		8,674.58

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	DELIVERY WAITING FEE	92.25
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,644.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,299.00
1 ELMHURST CHICAGO STONE COMPANY	DELIVERY WAITING FEE	265.50
1 MACKIE CONSULTANTS LLC	THE GRASSLANDS-ENGINEERING SERVICES	800.00
1 DAWN O'CONNOR	PUBLIC SIDEWALK REPLACEMENT	1,954.39
1 KENNY PANG	PUBLIC SIDEWALK REPLACEMENT	1,500.69
1 ROBERT POETT	PUBLIC SIDEWALK REPLACEMENT	1,065.00
1 EMMANUEL SANCHEZ	PUBLIC SIDEWALK REPLACEMENT	1,500.69
1 WELCH BROS INC	GRAVEL PURCHASE	115.50
INVOICES TOTAL:		11,237.02

** Indicates pre-issue check.

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527140-TREE TRIMMING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES URBAN FORESTRY	TREE SURVEY	12,900.00
INVOICES TOTAL:		12,900.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DISTANCE MEASURING WHEEL	22.31
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	53.50
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	373.30
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	114.01
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	50.04
INVOICES TOTAL:		613.16

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	SAFETY EQUIPMENT	77.00
INVOICES TOTAL:		77.00

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ATLAS BOBCAT LLC	MAINTENANCE SUPPLIES	398.54
1 CAROL STREAM LAWN & POWER	MAINTENANCE MATERIALS	191.07
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	14.21
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	63.22
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	80.60
1 RUSSO'S POWER EQUIPMENT INC	MATERIALS & SUPPLIES	30.63
INVOICES TOTAL:		778.27

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	542.50
1 GRIMCO INC	MATERIALS & SUPPLIES	163.00
1 HIGH STAR TRAFFIC	STREET MAINTENANCE MATERIALS	472.50
1 HIGH STAR TRAFFIC	STREET MAINTENANCE MATERIALS	1,315.20
1 WELCH BROS INC	GRAVEL PURCHASE	693.00
INVOICES TOTAL:		3,186.20

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	FLOWER POTS	346.84
INVOICES TOTAL:		346.84

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	APWA EVENT REG/LODGING	2,617.11

** Indicates pre-issue check.

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**	1 ELAN FINANCIAL SERVICES	IPWEA CONF EXPENSES	151.73
**	1 ELAN FINANCIAL SERVICES	CREDIT MEMO	-110.00
			INVOICES TOTAL: 2,658.84

546900-CONTINGENCIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 ELAN FINANCIAL SERVICES	IPASS AUTO REPLENISH	8.00
			INVOICES TOTAL: 8.00

55,378.63

5000-WATER OPERATING EXPENSES

520025-DWC WATER AGREEMENT

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 DUPAGE WATER COMMISSION	DWC WATER BILL - APRIL 24	461,443.29
			INVOICES TOTAL: 461,443.29

522400-SERVICE AGREEMENTS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 ELAN FINANCIAL SERVICES	SCADA PHONE SERVICE	37.27
	1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	12,738.17
	1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
			INVOICES TOTAL: 15,068.77

522500-EQUIPMENT RENTALS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 VERIZON WIRELESS	WIRELESS SERVICES	314.10
			INVOICES TOTAL: 314.10

522800-ANALYTICAL TESTING

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	1,091.70
			INVOICES TOTAL: 1,091.70

523401-ARCHITECTURAL/ENGINEERING SVC

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT/140 E BARTLETT AVE	302.08
			INVOICES TOTAL: 302.08

524120-UTILITIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 COMMONWEALTH EDISON CO	ELECTRIC BILL	404.76
	1 COMMONWEALTH EDISON CO	CREDIT MEMO	-79.50
	1 COMMONWEALTH EDISON CO	ELECTRIC BILL	212.74
	1 COMMONWEALTH EDISON CO	ELECTRIC BILL	77.10
	1 NICOR GAS	GAS BILL	93.83

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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INVOICES TOTAL: 708.93

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	175.00
		<u>INVOICES TOTAL: 175.00</u>

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	670.08
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	345.72
		<u>INVOICES TOTAL: 1,015.80</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DISTANCE MEASURING WHEEL	22.31
1 CORE & MAIN LP	MATERIALS AND SUPPLIES	632.50
1 CORE & MAIN LP	MATERIALS AND SUPPLIES	106.80
1 GRAINGER	YARD HYDRANT REPAIR KIT	73.78
		<u>INVOICES TOTAL: 835.39</u>

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	JUNE BILLS POSTAGE	3,030.72
		<u>INVOICES TOTAL: 3,030.72</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	63.22
		<u>INVOICES TOTAL: 63.22</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	APWA EVENT REG/LODGING	1,490.87
** 1 ELAN FINANCIAL SERVICES	IPWEA CONF EXPENSES	151.73
		<u>INVOICES TOTAL: 1,642.60</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	IPASS AUTO REPLENISH	8.00
		<u>INVOICES TOTAL: 8.00</u>

547072-DWC CAPITAL BUY IN PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - APRIL 24	36,196.20
		<u>INVOICES TOTAL: 36,196.20</u>

** Indicates pre-issue check.

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521,895.80

5090-WATER CAPITAL PROJECTS EXP

581020-WATER METER AUTOMATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METER AND SUPPLIES	8,893.44
1 WATER RESOURCES INC	WATER METERS/INSTALLATION FEES	312,621.13
1 WATER RESOURCES INC	WATER METER AND SUPPLIES	921.20
INVOICES TOTAL:		322,435.77

581029-WATERMAIN REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRINE CONSTRUCTION CORP	2024 WATER MAIN REPLACEMENT	466,903.55
INVOICES TOTAL:		466,903.55

581038-VILLAGE SYSTEM IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BOLLER CONSTRUCTION CO INC	PUMP STATION MODIFICATIONS	197,719.47
1 BOLLER CONSTRUCTION CO INC	PUMP STATION MODIFICATIONS	157,506.61
INVOICES TOTAL:		355,226.08

1,144,565.40

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	SCADA PHONE SERVICE	37.28
INVOICES TOTAL:		37.28

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T-MOBILE	TELEPHONE BILL	134.40
1 VERIZON WIRELESS	WIRELESS SERVICES	314.11
INVOICES TOTAL:		448.51

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT/140 E BARTLETT AVE	302.09
INVOICES TOTAL:		302.09

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	429.83
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	29.68
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	26.52
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	16.19

** Indicates pre-issue check.

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1 COMMONWEALTH EDISON CO	ELECTRIC BILL	21.21
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	36.33
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	106.71
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	253.12
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	52.79
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	68.34
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	31.12
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	55.86
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	82.08
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	159.28
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	81.53
1 NICOR GAS	GAS BILL	90.19
1 NICOR GAS	GAS BILL	44.79
1 NICOR GAS	GAS BILL	47.21
1 NICOR GAS	GAS BILL	143.58
1 NICOR GAS	GAS BILL	89.58
1 NICOR GAS	GAS BILL	230.19
1 NICOR GAS	GAS BILL	46.70
1 NICOR GAS	GAS BILL	45.87
1 NICOR GAS	GAS BILL	142.32
1 NICOR GAS	GAS BILL	48.84
1 NICOR GAS	GAS BILL	46.73
1 NICOR GAS	GAS BILL	51.31
INVOICES TOTAL:		2,477.90

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	150.00
1 SPRING ALIGN OF PALATINE, INC	VEHICLE MAINTENANCE	2,865.62
INVOICES TOTAL:		3,015.62

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DISTANCE MEASURING WHEEL	22.32
1 CALCO LTD	DEMINERALIZER/FILTER	169.00
1 ENVIRONMENTAL RESOURCE ASSOCIATES	MATERIALS & SUPPLIES	819.87
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	1,359.41
1 PRO CHEM INC	CHEMICAL SUPPLIES	282.39
1 USA BLUE BOOK	MAINTENANCE MATERIALS	45.60
INVOICES TOTAL:		2,698.59

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRO CHEM INC	CHEMICAL SUPPLIES	140.12
1 SOLENIS LLC	CHEMICAL SUPPLIES	16,900.20
INVOICES TOTAL:		17,040.32

** Indicates pre-issue check.

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530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	SAFETY EQUIPMENT	39.00
INVOICES TOTAL:		39.00

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	JUNE BILLS POSTAGE	3,030.71
INVOICES TOTAL:		3,030.71

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	63.23
1 LIONHEART CRITICAL POWER	EQUIPMENT REPAIRS	3,453.00
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	1,047.64
1 NEENAH FOUNDRY COMPANY	ADJUSTING RING	170.00
INVOICES TOTAL:		4,733.87

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KINNEY HEATING & AIR	AC UNIT	9,750.00
INVOICES TOTAL:		9,750.00

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	APWA EVENT REG/LODGING	486.01
** 1 ELAN FINANCIAL SERVICES	IPWEA CONF EXPENSES	151.74
INVOICES TOTAL:		637.75

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	IPASS AUTO REPLENISH	8.00
INVOICES TOTAL:		8.00

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FLOW-TECHNICS INC	DRY PIT PUMP & MATERIALS	99,994.00
INVOICES TOTAL:		99,994.00

144,213.64

5190-SEWER CAPITAL PROJECTS EXP

582028-DEVON EXCESS FLOW PLANT REHB

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY LIFT STATION	10,372.25
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW SEWER & FORCEMAIN	26,634.00

** Indicates pre-issue check.

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1 MARTAM CONSTRUCTION INC	DEVON EXCESS FLOW LIFT STATION	377,716.77
	<u>INVOICES TOTAL:</u>	<u>414,723.02</u>

414,723.02

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

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

524120-UTILITIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 NICOR GAS	GAS BILL	50.46
1 NICOR GAS	GAS BILL	94.64
1 VERIZON WIRELESS	WIRELESS SERVICES	42.11
1 VERIZON WIRELESS	WIRELESS SERVICES	72.02
	<u>INVOICES TOTAL:</u>	<u>259.23</u>

529000-OTHER CONTRACTUAL SERVICES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 ELAN FINANCIAL SERVICES	METRA INTERNET SERVICE	67.35
	<u>INVOICES TOTAL:</u>	<u>67.35</u>

570200-BLDG & GROUNDS IMPROVEMENTS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 LOMBARDI ELECTRIC INC	NEW METRA KIOSK	1,222.00
	<u>INVOICES TOTAL:</u>	<u>1,222.00</u>

1,898.58

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COLLEY ELEVATOR COMPANY	QUARTERLY INSPECTION SERVICES	254.00
1 COMCAST	INTERNET SERVICE	152.95
1 ERNEST WINDOWS INC	WINDOW CLEANING SERVICES	200.00
1 FOX VALLEY FIRE & SAFETY	ANSUL 2 TANK SYSTEM/PARTS	449.95
1 FOX VALLEY FIRE & SAFETY	ANNUAL FIRE ALARM INSPECTION	483.00
1 GOLDMORE MECHANICAL LLC	MAINTENANCE AGREEMENT	2,856.00
1 GPS INDUSTRIES LLC	CONNECT RENTAL FEES	4,940.00
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	274.13
1 NADLER GOLF CAR SALES INC	CAFE LEASE AGREEMENT	700.00
1 ROSCOE CO	MATS	342.24
1 THOMPSON ELEVATOR INSPECTION	ELEVATOR CODE INSPECTION	41.00

** Indicates pre-issue check.

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INVOICES TOTAL: 10,693.27

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	BARTLETT VETERANS PAGE	15.00
		<u>INVOICES TOTAL: 15.00</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATTHEW BURRIS	PLUMBING REPAIRS	185.00
1 COLLEY ELEVATOR COMPANY	FAID TESTING/INSPECTION FEES	909.00
1 COLLEY ELEVATOR COMPANY	REPAIRS	870.00
1 FOX VALLEY FIRE & SAFETY	MATERIALS & SUPPLIES	2,883.84
		<u>INVOICES TOTAL: 4,847.84</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	417.64
1 NICOR GAS	GAS BILL	645.50
		<u>INVOICES TOTAL: 1,063.14</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO CHICAGO INC	FOOD PURCHASE AND SUPPLIES	360.51
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	65.13
		<u>INVOICES TOTAL: 425.64</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,242.05
		<u>INVOICES TOTAL: 1,242.05</u>

534330-PURCHASES - BAGS/HEADCOVERS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SRIXON / CLEVELAND GOLF / XXIO	CREDIT MEMO	-65.52
** 1 SRIXON / CLEVELAND GOLF / XXIO	CREDIT MEMO	-884.52
		<u>INVOICES TOTAL: -950.04</u>

534331-PURCHASES - GOLF SHOES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SRIXON / CLEVELAND GOLF / XXIO	CREDIT MEMO	-1,282.92
		<u>INVOICES TOTAL: -1,282.92</u>

534332-PURCHASES - GOLF BALLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SRIXON / CLEVELAND GOLF / XXIO	GOLF BALLS	1,944.00

** Indicates pre-issue check.

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**	1 SRIXON / CLEVELAND GOLF / XXIO	CREDIT MEMO	-958.56
			INVOICES TOTAL: 985.44

534333-PURCHASES - GOLF CLUBS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 SRIXON / CLEVELAND GOLF / XXIO	GOLF CLUBS	2,520.53
**	1 SRIXON / CLEVELAND GOLF / XXIO	GOLF CLUBS	667.50
**	1 SRIXON / CLEVELAND GOLF / XXIO	GOLF CLUBS	500.58
**	1 SRIXON / CLEVELAND GOLF / XXIO	GOLF CLUBS	230.50
**	1 SRIXON / CLEVELAND GOLF / XXIO	GOLF CLUBS	57.63
			INVOICES TOTAL: 3,976.74

534334-PURCHASES - GOLF GLOVES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 SRIXON / CLEVELAND GOLF / XXIO	GOLF GLOVES	1,038.00
			INVOICES TOTAL: 1,038.00

546900-CONTINGENCIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 MASTER PIECE MASONRY	DUMPSTER ENCLOSURE	5,000.00
	1 MASTER PIECE MASONRY	DUMPSTER ENCLOSURE	4,750.00
	1 NADLER GOLF CAR SALES INC	FLEET CAR RENTAL	1,164.00
	1 SYSCO CHICAGO INC	ICE MACHINE	1,863.32
			INVOICES TOTAL: 12,777.32

34,831.48

5510-GOLF MAINTENANCE EXPENSES

524120-UTILITIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 NICOR GAS	GAS BILL	215.16
	1 NICOR GAS	GAS BILL	86.46
			INVOICES TOTAL: 301.62

530100-MATERIALS & SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 REINDERS INC	MAINTENANCE SUPPLIES	1,704.00
	1 REINDERS INC	MAINTENANCE SUPPLIES	891.00
	1 SIMPLOT TURF & HORTICULTURE	MATERIALS & SUPPLIES	1,014.00
	1 SIMPLOT TURF & HORTICULTURE	MATERIALS & SUPPLIES	3,463.10
	1 SIMPLOT TURF & HORTICULTURE	MATERIALS & SUPPLIES	1,897.00
			INVOICES TOTAL: 8,969.10

532000-AUTOMOTIVE SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,079.21
	1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,242.05

** Indicates pre-issue check.

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INVOICES TOTAL: 2,321.26

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	SAW REBUILD	59.68
1 CAROL STREAM LAWN & POWER	BAR OIL	47.98
1 CAROL STREAM LAWN & POWER	MAINTENANCE MATERIALS	386.09
1 CAROL STREAM LAWN & POWER	SAW	194.99
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE MATERIALS	41.80
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE MATERIALS	81.92
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	42.97
1 REINDERS INC	MAINTENANCE SUPPLIES	59.41
1 VALLEY HYDRAULIC SERVICE INC	MAINTENANCE SUPPLIES	68.19
<u>INVOICES TOTAL:</u>		<u>983.03</u>

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANCED TURF SOLUTIONS	MOISTURE METER/RODS	1,617.65
1 AMAZON CAPITAL SERVICES INC	RECHARGEABLE BATTERY	29.99
1 L & M GREENHOUSES	FLOWERS	2,571.32
1 LEIBOLD IRRIGATION INC	IRRIGATION SYSTEM REPAIRS	1,042.09
1 TOP TO BOTTOM INSTALLATIONS	BURGLAR ALARM MONITORING	270.00
<u>INVOICES TOTAL:</u>		<u>5,531.05</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREENKEEPER	ANNUAL MEMBERSHIP DUES	1,000.00
<u>INVOICES TOTAL:</u>		<u>1,000.00</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMERCIAL IRRIGATION INC	IRRIGATION SYSTEM PYT #4	861,893.28
<u>INVOICES TOTAL:</u>		<u>861,893.28</u>

572000-BUILDING & GROUNDS IMPROVMNTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST GROUNDCOVERS LLC	PLANT PURCHASE	1,140.00
<u>INVOICES TOTAL:</u>		<u>1,140.00</u>

882,139.34

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 COMPLETE BAR SYSTEMS LLC	CLEAN BEER LINES	64.00

** Indicates pre-issue check.

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INVOICES TOTAL: 84.00

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	BARTLETT VETERANS PAGE	15.00
		<u>INVOICES TOTAL: 15.00</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	107.58
		<u>INVOICES TOTAL: 107.58</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	142.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	70.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE & SUPPLIES	25.45
1 GRECO AND SONS INC	FOOD PURCHASE	100.00
1 GRECO AND SONS INC	FOOD PURCHASE	150.00
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	32.98
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	8.79
		<u>INVOICES TOTAL: 529.22</u>

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	MEN'S POLO	20.15
1 ADIDAS AMERICA INC	GOLF APPAREL	75.00
		<u>INVOICES TOTAL: 95.15</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	29.76
		<u>INVOICES TOTAL: 29.76</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	167.50
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	400.00
1 CHICAGO BEVERAGE SYSTEMS/	BEER PURCHASE	247.40
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	379.29
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	379.29
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	311.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	50.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	500.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	130.40
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	1,800.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	103.91

** Indicates pre-issue check.

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1 GORDON FOOD SERVICE INC	FOOD PURCHASE	800.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	200.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE & SUPPLIES	21.56
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	255.83
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	1,200.00
1 GRECO AND SONS INC	FOOD PURCHASE	81.60
1 GRECO AND SONS INC	FOOD PURCHASE	150.00
1 GRECO AND SONS INC	FOOD PURCHASE	329.76
1 GRECO AND SONS INC	FOOD PURCHASE	50.00
1 GRECO AND SONS INC	FOOD PURCHASE	128.00
1 GRECO AND SONS INC	FOOD PURCHASE	145.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	226.40
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	65.67
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	157.69
1 SYSCO CHICAGO INC	FOOD PURCHASE AND SUPPLIES	490.00
1 TEC COFFEE & FOODS	COFFEE PURCHASE	57.50
	INVOICES TOTAL:	8,827.80

9,688.51

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALSCO	LINEN SERVICES	443.10
1 ALSCO	LINEN SERVICES	521.40
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	61.00
	INVOICES TOTAL:	1,025.50

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	JOB AD POSTING FEE	49.39
1 EXAMINER PUBLICATIONS INC	BARTLETT VETERANS PAGE	15.00
	INVOICES TOTAL:	64.39

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	107.58
	INVOICES TOTAL:	107.58

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MANUAL SWEEPER	49.98
1 GORDON FOOD SERVICE INC	CREDIT MEMO	-100.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	72.18
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	70.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE & SUPPLIES	25.45
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	152.57

** Indicates pre-issue check.

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1	GRECO AND SONS INC	FOOD PURCHASE	176.35
1	GRECO AND SONS INC	FOOD PURCHASE	24.00
1	GRECO AND SONS INC	FOOD PURCHASE	150.00
1	MLA WHOLESALE INC	FLOWERS	184.85
1	MLA WHOLESALE INC	FLOWERS	245.95
**	1 SAM'S CLUB	MATERIALS & SUPPLIES	152.94
1	SYSCO CHICAGO INC	SUPPLIES	67.67
1	ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	8.79
INVOICES TOTAL:			1,280.73

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	MEN'S POLO	20.15
1 ADIDAS AMERICA INC	GOLF APPAREL	37.05
INVOICES TOTAL:		57.20

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1 THE BAKING INSTITUTE BAKERY CO	CAKE	118.49	
1 THE BAKING INSTITUTE BAKERY CO	CAKE	280.99	
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	167.50	
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	338.65	
**	1 EUCLID BEVERAGE LLC	BEER PURCHASE	500.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	299.87	
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	55.10	
1 GORDON FOOD SERVICE INC	CREDIT MEMO	-271.39	
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	693.94	
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	1,004.57	
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	247.89	
1 GORDON FOOD SERVICE INC	FOOD PURCHASE & SUPPLIES	21.56	
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	3,520.71	
1 GRECO AND SONS INC	FOOD PURCHASE	530.07	
1 GRECO AND SONS INC	FOOD PURCHASE	500.00	
1 GRECO AND SONS INC	FOOD PURCHASE	248.12	
1 GRECO AND SONS INC	FOOD PURCHASE	731.69	
1 GRECO AND SONS INC	FOOD PURCHASE	188.32	
1 GRECO AND SONS INC	FOOD PURCHASE	264.29	
1 IL GIARDINO DEL DOLCE INC	PASTRIES AND COOKIES	120.00	
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	65.67	
**	1 SAM'S CLUB	MATERIALS & SUPPLIES	146.56
1 SYSCO CHICAGO INC	FOOD PURCHASE AND SUPPLIES	592.74	
1 TEC COFFEE & FOODS	COFFEE PURCHASE	50.00	
INVOICES TOTAL:		10,415.34	

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO CHICAGO INC	ICE MACHINE	1,863.33

** Indicates pre-issue check.

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INVOICES TOTAL: **1,863.33**

14,814.07

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	54.00
<u>INVOICES TOTAL:</u>		<u>54.00</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	817.88
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	656.00
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	312.71
** 1 EUCLID BEVERAGE LLC	BEER PURCHASE	355.25
1 EUCLID BEVERAGE LLC	BEER PURCHASE	680.75
1 EUCLID BEVERAGE LLC	BEER PURCHASE	770.70
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	530.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	1,200.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	220.00
1 GRECO AND SONS INC	FOOD PURCHASE	550.00
1 GRECO AND SONS INC	FOOD PURCHASE	451.00
1 GRECO AND SONS INC	FOOD PURCHASE	40.00
1 GRECO AND SONS INC	FOOD PURCHASE	397.80
1 LAKESHORE BEVERAGE	BEER PURCHASE	594.93
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	482.02
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	291.95
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	106.09
1 TEC COFFEE & FOODS	COFFEE PURCHASE	57.50
<u>INVOICES TOTAL:</u>		<u>8,514.58</u>

8,568.58

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLARKE ENVIRONMENTAL MOSQUITO	MOSQUITO MGT SERVICE JULY 2024	17,212.50
1 CONVERGINT TECHNOLOGIES LLC	SOFTWARE SUPPORT	3,732.78
<u>INVOICES TOTAL:</u>		<u>20,945.28</u>

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	GIS AUTOMATION/MDM FEES	186.00
<u>INVOICES TOTAL:</u>		<u>186.00</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/18/2024**

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	239.60
1 TK ELEVATOR CORPORATION	ELEVATOR INSPECTION	731.15
1 VALLEY FIRE PROTECTION SYSTEMS LLC	SERVICE CALL	435.00
INVOICES TOTAL:		1,405.75

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	94.90
1 T-MOBILE	TELEPHONE BILL	67.20
INVOICES TOTAL:		162.10

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	LEASE AGREEMENT NO 92554	1,500.00
1 COMMONWEALTH EDISON CO	LEASE AGREEMENT NO 107773	1,500.00
1 NICOR GAS	GAS BILL	143.25
1 NICOR GAS	GAS BILL	817.79
INVOICES TOTAL:		3,961.04

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	727.96
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	31.98
** 1 ELAN FINANCIAL SERVICES	RETIREMENT LUNCHEONS	2,159.78
** 1 ELAN FINANCIAL SERVICES	MATERIALS & SUPPLIES	46.41
1 MIDWEST FIRST AID & SAFETY	FIRST AID SUPPLIES	68.36
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	266.09
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	153.78
INVOICES TOTAL:		3,454.36

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOWN & COUNTRY GARDENS EL	FLOWERS	326.96
INVOICES TOTAL:		326.96

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CLOUD SERVICES	1.72
1 ITSAVVY	NETWORK ATTACHED STORAGE	15,541.30
INVOICES TOTAL:		15,543.02

45,984.51

7000-POLICE PENSION EXPENDITURES

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/18/2024

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAUTERBACH & AMEN LLP	MAY 2024 PSA	205.00
INVOICES TOTAL:		205.00

205.00

GRAND TOTAL: 3,387,581.55

GENERAL FUND	164,053.62
WATER FUND	1,666,461.20
SEWER FUND	558,936.66
PARKING FUND	1,898.58
GOLF FUND	950,041.98
CENTRAL SERVICES FUND	45,984.51
POLICE PENSION FUND	205.00
GRAND TOTAL	3,387,581.55

** Indicates pre-issue check.

VILLAGE OF BARTLETT TREASURER'S REPORT
 CASH & INVESTMENT REPORT
 FISCAL YEAR 2023/24 as of April 30, 2024

Fund	3/31/2024	Receipts	Disbursements	4/30/2024	Detail of Ending Balance			
					Cash	Investments	Net Assets/Liab.	
General	24,996,861	2,011,685	2,284,279	24,724,267	9,583,589	15,520,672	(379,994)	24,724,267
MFT	5,894,010	158,253	0	6,052,264	2,942,353	3,080,476	29,434	6,052,264
Debt Service	1,037,689	4,021	318	1,041,393	368,387	672,427	578	1,041,393
Capital Projects	5,350,127	10,331	1,047,260	4,313,198	13,009	4,327,982	(27,792)	4,313,198
Municipal Building	2,796,232	9,756	70,840	2,735,148	892,388	1,628,902	213,857	2,735,148
Developer Deposits	3,003,591	16,007	0	3,019,598	500,539	2,768,099	(249,039)	3,019,598
59 & Lake TIF	(2,738,420)	0	0	(2,738,420)	369,305	674,103	(3,781,828)	(2,738,420)
BC Municipal TIF	1,396,165	5,525	140,386	1,261,304	506,286	924,138	(169,120)	1,261,304
Bluff City TIF Municipal	332,876	1,291	0	334,167	118,275	215,891	0	334,167
Water	10,070,761	1,118,851	1,291,443	9,898,169	3,659,575	6,679,745	(441,152)	9,898,169
Sewer	22,218,117	1,819,220	2,181,782	21,855,555	2,227,968	4,066,591	15,560,997	21,855,555
Parking	(213,596)	8,822	14,206	(218,981)	0	0	(218,981)	(218,981)
Golf	(1,266,663)	234,780	589,796	(1,621,678)	0	0	(1,621,678)	(1,621,678)
Central Services	798,360	142,064	177,810	762,614	255,923	467,144	39,547	762,614
Vehicle Replacement	4,830,361	67,655	10,268	4,887,748	918,667	1,676,869	2,292,212	4,887,748
TOTALS	78,506,470	5,608,262	7,808,389	76,306,343	22,356,263	42,703,040	11,247,040	76,306,343

BC Project TIF	1,510,034	6,392	29,706	1,486,720	0	0	1,486,720	1,486,720
Bluff City Project TIF	32,833	127	0	32,960	11,666	21,294	0	32,960
Bluff City SSA Debt Srv.	56,836	243	0	57,079	0	0	57,079	57,079
Police Pension	62,479,338	(1,321,737)	302,284	60,855,317	976,815	59,877,973	530	60,855,317


 Todd Dowden
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
 FISCAL YEAR 2023/24 as of April 30, 2024

Fund	Revenues			Expenditures				
	Actual	Current Year Budget	Percent	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	31,327,968	30,412,215	103.01%	121.02%	29,791,822	30,493,039	97.70%	100.52%
MFT	2,061,166	2,035,000	101.29%	104.91%	1,335,325	2,725,000	49.00%	66.19%
Debt Service	3,027,294	3,032,126	99.84%	100.61%	2,968,495	2,970,906	99.92%	99.92%
Capital Projects	150,851	150,000	100.57%	104.97%	1,047,919	1,551,000	67.56%	100.00%
Municipal Building	297,115	90,000	330.13%	107.17%	703,325	890,000	79.03%	4.97%
Developer Deposits	567,812	260,000	218.39%	90.60%	0	0	0.00%	6.51%
Bluff City SSA	559,030	998,450	55.99%	97.65%	974,803	986,450	98.82%	99.39%
59 & Lake TIF	0	150,000	0.00%	0.00%	174,342	215,000	81.09%	126.52%
Bluff City Municipal TIF	88,438	76,500	115.60%	122.00%	290	105,000	0.28%	0.00%
Bluff City Project TIF	1,255,626	2,335,000	53.77%	52.92%	1,234,123	2,335,000	52.85%	52.78%
Brewster Creek Municipal TIF	1,175,557	1,015,344	115.78%	95.58%	1,390,703	2,610,000	53.28%	34.31%
Brewster Creek Project TIF	9,090,113	9,104,579	99.84%	116.48%	11,827,120	13,433,000	88.05%	115.48%
Water	14,181,190	13,211,000	107.34%	101.22%	12,182,026	13,965,148	87.23%	76.35%
Sewer	19,831,185	25,220,000	78.63%	114.84%	22,344,838	31,829,419	70.20%	105.28%
Parking	78,868	60,000	131.45%	124.48%	86,953	168,076	51.73%	61.04%
Golf	2,824,883	4,620,500	61.14%	101.29%	3,753,684	4,610,060	81.42%	102.27%
Central Services	1,559,308	1,526,151	102.17%	100.61%	1,656,421	1,727,781	95.87%	94.24%
Vehicle Replacement	820,930	729,242	112.57%	130.51%	301,533	1,400,000	21.54%	84.72%
Police Pension	8,464,792	6,679,296	126.73%	47.93%	3,536,675	3,518,433	100.52%	86.47%
Subtotal	97,362,126	101,705,403	95.73%	103.99%	95,310,396	115,533,312	82.50%	94.07%
Less Interfund Transfers	(5,076,439)	(5,107,286)	99.40%	202.31%	(5,076,439)	(5,107,286)	99.40%	202.31%
Total	92,285,687	96,598,117	95.54%	98.89%	90,233,957	110,426,026	81.71%	88.44%

VILLAGE OF BARTLETT TREASURER'S REPORT
 MAJOR REVENUE BUDGET COMPARISONS
 FISCAL YEAR 2023/24 as of April 30, 2024

Fund	Actual	Current Year Budget	Percent	Prior YTD %
Property Taxes	11,837,648	12,396,362	95.49%	100.68%
Sales Taxes (General Fund)	3,826,110	4,050,000	94.47%	114.49%
Income Taxes	6,729,489	6,400,000	105.15%	122.99%
Telecommunications Tax	399,210	410,000	97.37%	100.33%
Home Rule Sales Tax	2,927,803	2,600,000	112.61%	116.14%
Real Estate Transfer Tax	804,015	750,000	107.20%	87.28%
Use Tax	1,633,910	1,700,000	96.11%	108.66%
Building Permits	1,338,552	850,000	157.48%	137.27%
MFT	1,841,514	1,750,000	105.23%	101.30%
Water Charges	13,321,879	12,840,000	103.75%	99.41%
Sewer Charges	7,451,421	6,550,000	113.76%	109.06%
Interest Income	2,839,757	1,180,000	240.66%	2482.97%

VILLAGE OF BARTLETT TREASURER'S REPORT
 GOLF FUND DETAIL (Excluding Capital Projects)
 FISCAL YEAR 2023/24 as of April 30, 2024

Fund	Current Year		Percent
	Actual	Budget	
Golf Program			
Revenues	1,657,081	1,544,500	107.29%
Expenses	1,409,089	1,491,746	94.46%
Net Income	<u>247,992</u>	<u>52,754</u>	470.09%
F&B - Restaurant			
Revenues	161,215	159,000	101.39%
Expenses	401,017	391,619	102.40%
Net Income	<u>(239,802)</u>	<u>(232,619)</u>	103.09%
F&B - Banquet			
Revenues	809,611	830,000	97.54%
Expenses	755,772	727,445	103.89%
Net Income	<u>53,839</u>	<u>102,555</u>	52.50%
F&B - Midway			
Revenues	196,976	170,000	115.87%
Expenses	110,347	82,250	134.16%
Net Income	<u>86,629</u>	<u>87,750</u>	98.72%
Golf Fund Total			
Revenues	2,824,883	2,703,500	104.49%
Expenses	2,676,226	2,693,060	99.37%
Net Income	<u>148,657</u>	<u>10,440</u>	1423.92%

Sales Taxes

Month	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
May	125,055	141,609	161,850	159,411	167,379	156,194	160,850	185,540	220,859	255,956
June	153,553	170,308	178,006	186,494	194,753	187,952	183,798	277,635	281,954	308,327
July	178,983	170,734	181,943	201,320	200,041	205,572	198,797	274,678	303,057	323,030
August	200,051	200,031	224,385	219,629	227,783	232,110	209,005	331,855	338,161	350,947
September	188,547	193,484	211,186	224,268	218,236	220,524	233,289	325,874	334,152	354,588
October	190,872	204,424	209,930	215,328	211,089	262,349	221,535	299,302	380,114	340,045
November	181,445	198,880	206,205	208,760	215,922	227,334	202,764	304,608	319,337	325,687
December	188,055	212,286	212,435	219,639	196,081	214,284	236,916	314,214	316,040	307,781
January	179,846	204,437	207,123	221,599	221,276	243,184	208,079	282,703	338,672	334,418
February	160,774	170,190	201,075	206,836	196,714	186,495	199,411	312,927	335,097	348,179
March	187,865	194,219	190,934	196,530	181,590	203,051	203,477	308,392	452,524	334,584
April	141,054	149,630	167,837	180,413	170,866	193,930	211,072	247,260	281,334	268,643
Total	2,076,100	2,210,232	2,352,909	2,440,227	2,401,729	2,532,977	2,468,994	3,464,989	3,901,303	3,852,186

% increase -0.37% 6.46% 6.46% 3.71% -1.58% 5.46% -2.53% 40.34% 12.59% -4.51%

Budget 2,075,000 2,115,000 2,205,000 2,400,000 2,425,000 2,460,000 2,575,000 3,400,000 4,050,000



SUSANA A. MENDOZA

ILLINOIS STATE COMPTROLLER

VENDOR WARRANT DETAIL

BARTLETT VILLAGE TREASURER



- [RETURN HOME](#)
- [VENDOR SUMMARY](#)
- [CONTRACT SEARCH](#)
- [PAYMENTS SEARCH](#)
- [PAYMENTS ISSUED](#)
- [PENDING PAYMENTS](#)
- [PAYMENTS NOTIFICATIONS](#)

➔ [Return Back](#)

Warrant/EFT#: EF 0013056

Fiscal Year

2024

Issue Date

04/05/24

Warrant Total

\$268,642.89

Warrant Status

Agency

Contract

Invoice

Voucher

Agency Amount

492 - REVENUE

A4076959

4A4076959

\$268,642.89

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$268,642.89	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 04/05/2024
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: JAN. 2024 COLL MO: FEB. 2024 VCHR MO: APR. 2024
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

[Click here for assistance with this screen.](#)

MOTOR FUEL TAX

Month	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
May	106,665	89,988	93,139	91,478	86,848	83,590	96,769	134,647	138,706	148,455
June	80,212	58,408	58,737	72,645	79,592	76,204	99,562	138,322	143,599	154,189
July	89,915	103,948	94,278	95,252	93,416	95,250	121,837	137,127	140,615	146,693
August	61,056	100,154	89,533	89,970	90,079	137,033	142,172	148,687	135,008	152,712
September	83,006	67,441	79,032	79,527	75,247	148,846	132,059	142,475	146,887	161,807
October	89,337	87,626	91,489	91,053	98,725	136,575	130,305	131,236	139,533	145,203
November	90,552	101,486	93,216	92,796	92,950	153,788	131,647	144,611	140,270	170,467
December	103,771	93,002	97,757	91,055	89,502	180,890	136,795	153,239	160,435	160,431
January	97,525	89,828	92,928	93,233	89,403	128,180	119,239	140,177	128,618	137,026
February	74,031	90,531	88,602	80,765	81,313	126,802	112,605	96,768	131,699	146,175
March	37,978	77,861	75,544	80,062	77,761	131,268	116,673	137,179	127,842	134,330
April	95,841	93,782	90,224	94,326	91,212	122,218	135,751	138,279	146,038	147,837
Subtotal	1,009,889	1,054,055	1,044,479	1,052,164	1,046,048	1,520,643	1,475,415	1,642,746	1,679,249	1,805,325
Plus:										
High Growth	37,682	37,743	37,801	37,266	36,909	9,192	89,348	61,771	-	37,987
Jobs Now	359,592									
Rebuild Illinois										
Total	1,407,163	1,091,798	1,082,280	1,089,430	1,082,957	1,529,835	2,922,648	2,609,773	452,628	2,131,877
Budget	1,188,990	1,025,000	1,067,287	1,095,000	1,095,000	1,085,000	1,715,000	1,620,000	1,650,000	1,750,000

Annual Inc in \$
only MFT Allocations

	-0.73%	4.37%	-0.91%	0.74%	-0.58%	45.37%	-2.97%	11.34%	2.22%	1.23%
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Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets
217-782-1662

Municipality Report
May 1, 2024

Bartlett

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR APRIL, 2024

Beginning Unobligated Balance		\$8,637,275.53
Motor Fuel Tax Fund Allotment	\$72,797.08	
MFT Transportation Renewal Fund Allotment	\$75,039.56	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		\$147,836.64
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		\$8,785,112.17

PROCESSED TRANSACTIONS:

LGDF (Local Government Distributive Fund) - Local Share of State Income Tax Revenue

The local municipalities share of the state income tax is not a grant, but is part of an irrevocable commitment to municipalities in return for their support in creating a state income tax in 1969.

Month	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	Total Difference
May	622,835	738,677	562,075	552,308	565,171	827,513	415,461	693,410	1,304,763	988,791	
June	231,987	306,761	268,673	285,636	261,088	258,429	257,341	608,397	383,282	463,652	
July	383,947	432,821	383,442	377,861	353,016	386,474	408,647	545,787	647,045	617,724	
August	223,978	251,174	223,293	180,579	259,137	277,037	558,708	306,468	333,265	405,992	
September	219,026	239,229	243,902	212,997	252,907	245,191	316,571	323,647	362,169	368,502	
October	390,808	420,455	360,422	324,300	393,064	437,466	458,423	588,142	663,057	712,313	
November	263,481	277,231	241,907	244,065	283,096	285,514	309,760	337,156	419,871	479,810	
December	198,121	216,813	219,162	214,871	234,648	269,799	274,242	314,565	376,725	376,979	
January	335,683	406,804	354,337	313,145	341,897	377,110	436,922	560,065	611,766	655,603	
February	500,840	445,170	409,813	453,275	411,330	388,526	461,926	698,349	604,890	620,344	
March	218,490	257,723	214,499	227,873	247,673	288,908	318,357	302,694	358,254	403,200	
April	446,490	398,780	413,655	349,908	397,816	424,333	507,617	646,664	576,594	636,579	
Total	4,035,686	4,391,638	3,895,179	3,736,819	4,000,843	4,466,301	4,723,974	5,925,343	6,641,682	6,729,489	
LGDF @ 10%	6,240,385	5,489,548	4,868,974	6,145,469	7,037,087	7,767,480	7,855,193	9,777,794	10,844,504	10,514,038	
DIFFERENCE	(2,204,699)	(1,097,910)	(973,795)	(2,408,650)	(3,036,244)	(3,301,179)	(3,131,219)	(3,852,451)	(4,202,823)	(3,784,549)	(37,119,281)

LGDF Effective % Rate Changes

7/1/2010 - 10% to 6%

2/1/2015 - 6% to 8%

8/1/2017 - 8% to 5.45%

7/1/2018 - 5.45% to 5.75%

7/1/2020 - 5.75% to 6.06%

8/1/2022 - 6.06% to 6.16%

7/1/2023 - 6.16% to 6.47%



Agenda Item Executive Summary

AGENDA ITEM: 4th of July Class D BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount N/A Budgeted N/A

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

EXECUTIVE SUMMARY

Attached for your consideration is an application from the 4th of July Committee for a Class D Liquor License on July 4 to July 7, 2024. The license will be used for the Bartlett 4th of July event at Apple Orchard Park off Stearns Road.

Once received, their certificate of insurance will be reviewed and approved by the village attorney before the license is released.

ATTACHMENTS (PLEASE LIST)

Staff memo dated 6/04/2024

Class D Application

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Enhance Community Events

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve the Class D Liquor License application submitted by the Bartlett Fourth of July Committee on July 4-7, 2024.

Staff: Samuel Hughes, Sr. Management Analyst

Date: June 4, 2024

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Senior Management Analyst
Date: 6/4/2024
Re: 4th of July Class D liquor license application

The Bartlett 4th of July Committee has applied for a Class D liquor license for their 4th of July festival being held on July 4th -7th, 2024. The Class D liquor license allows for the retail sale of alcohol for a special event. Bartlett 4th of will be located at the Apple Orchard Park off Stearns Road.

Once received, their certificate of insurance will be reviewed and approved by the village attorney before the license is released.

Motion

I move to approve the Class D Liquor License application submitted by the Bartlett Fourth of July Committee on July 4-7, 2024.



Village of Bartlett, IL

LQD-24-3

Liquor License Class D

Status: Active

Submitted On: 6/3/2024

Primary Location

700 S BARTLETT RD
BARTLETT, IL 60103

Owner

BARTLETT PARK DISTRICT
696 W STEARNS RD
BARTLETT, IL 60103-4504

Applicant

Josefina Harris
 630-765-4546
 aaronh2@live.com
 571 Kathy Lane
Bartlett, Illinois 60103

Organization Information

Name of organization*

Bartlett Fourth of July Committee, NFP

Mailing address of organization*

160 Bartlett Plaza - #8088 Bartlett IL
60103

Organization Phone Number*

630-765-4546

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

Yes

Licenses shall be issued for a specific time period, not to exceed fifteen (15) days per licensee per location in any twelve (12) month period.

Start Date of Event*

07/04/2024

Last Date of Event*

07/07/2024

HOURS OF OPERATION:

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

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

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



Village of Bartlett, IL

LQD-24-3

Liquor License Class D

Status: Active

Submitted On: 6/3/2024

Primary Location

700 S BARTLETT RD
BARTLETT, IL 60103

Owner

BARTLETT PARK DISTRICT
696 W STEARNS RD
BARTLETT, IL 60103-4504

Applicant

Josefina Harris

630-765-4546

aaronh2@live.com

571 Kathy Lane
Bartlett, Illinois 60103

Organization Information

Name of organization*

Bartlett Fourth of July Committee, NFP

Mailing address of organization*

160 Bartlett Plaza - #8088 Bartlett IL
60103

Organization Phone Number*

630-765-4546

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

Yes

Licenses shall be issued for a specific time period, not to exceed fifteen (15) days per licensee per location in any twelve (12) month period.

Start Date of Event*

07/04/2024

Last Date of Event*

07/07/2024

HOURS OF OPERATION:

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

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

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



Agenda Item Executive Summary

AGENDA ITEM: Bartlett Fourth of July Parade Request BOARD OR COMMITTEE: Board

BUDGET IMPACT

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

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

EXECUTIVE SUMMARY

The Bartlett Lions Club is requesting a parade permit for the Independence Day Parade on Saturday, July 6th, 2024. The parade will step off at approximately 10:00am from North and Oak Avenues and end at Apple Orchard Community Park. Typically this parade is held on Sunday afternoon, but this year it will be on Saturday morning.

ATTACHMENTS (PLEASE LIST)

Memo, Parade Route, Certificate of Insurance

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Enhance community events.

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve the parade permit request submitted by the Bartlett Lions Club for the Independence Day Parade on Saturday July 6th, 2024.

Staff: Reagan Koehler, Communications and Events Coordinator

Date: June 10, 2024

Memorandum

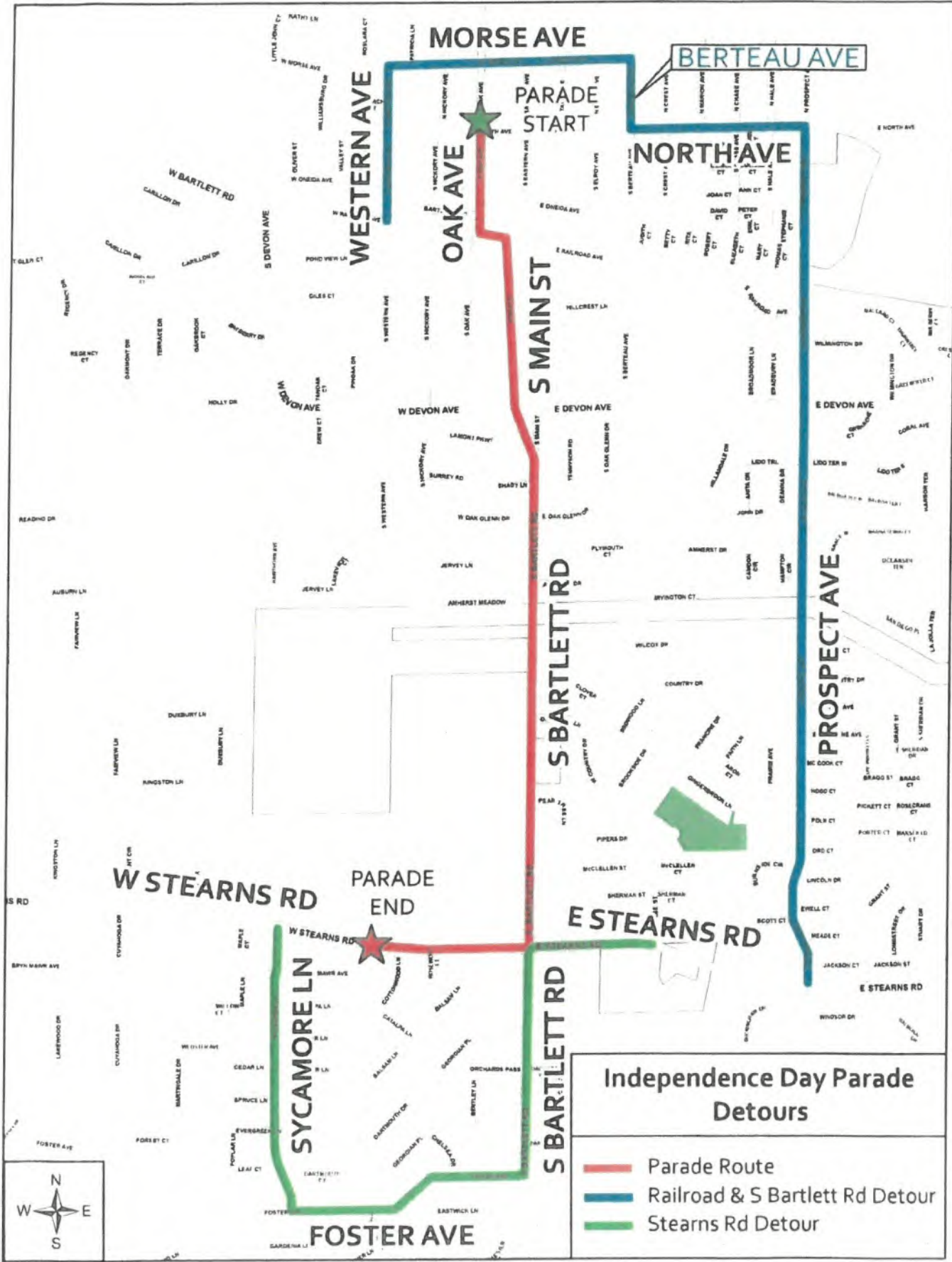
To: Scott Skrycki, Assistant Village Administrator
From: Reagan Koehler, Communications and Events Coordinator
Date: June 10, 2024
Re: Bartlett Lions Club 4th of July Parade

The Lions Club is requesting a parade permit for the Independence Day Parade on Saturday, July 6th, 2024. The parade will begin at its traditional starting point at North and Oak Avenues and continue to Apple Orchard Community Park. Step off for the parade is at 10:00 a.m. Typically this parade is held on Sunday afternoon, but this year it will be on Saturday morning.

The appropriate certificate of insurance has been submitted by the Bartlett Lions Club and approved by the Village Attorney. A map of the route is also attached.

Motion

I move to approve the parade permit request submitted by the Bartlett Lions Club for the Independence Day Parade on Saturday, July 6th, 2024.



Independence Day Parade Detours

- Parade Route
- Railroad & S Bartlett Rd Detour
- Stearns Rd Detour



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DSP Insurance Services, Inc. 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams PHONE (A/C, No, Ext): 1-800-316-6705 FAX (A/C, No): 847-934-6186 E-MAIL ADDRESS: lionsclubs@dspins.com														
INSURED Bartlett Lions Club Bartlett Illinois	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; font-weight: bold;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; font-weight: bold;">NAIC #</td> </tr> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ACE American Insurance Company	22667														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			HDO G48333205	09/01/2023	09/01/2024	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Agg. Per Named Insured						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> is \$2,000,000						GENERAL AGGREGATE \$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG \$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				\$			
A	AUTOMOBILE LIABILITY			ISA H10778906	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/>						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/>						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input type="checkbox"/> Y / <input type="checkbox"/> N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Bartlett Lions 4th of July Celebration Parade July 6, 2024

The following persons or organizations granting use of real property, including structures thereon are included as Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the insured shown above and not out of the sole negligence of said additional insured.

*** Village of Bartlett, Bartlett Park District ***

PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

<p>CERTIFICATE HOLDER</p> <p>Village of Bartlett 228 S Main Street Bartlett Illinois 60103</p>	<p style="text-align: center; font-weight: bold;">CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: right;"><i>John C. Adams</i></p>
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Agenda Item Executive Summary

AGENDA ITEM: Fourth of July Fireworks Display Request BOARD OR COMMITTEE: Board

BUDGET IMPACT

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

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

EXECUTIVE SUMMARY

The Bartlett Fourth of July Committee is planning a fireworks display as part of the Fourth of July Festival on Thursday, July 4th, 2024.

The contractor, Melrose Pyrotechnic Inc. has received the appropriate permit from the Bartlett Fire Protection District for the fireworks, which is attached for your review. Also, attached for your review is Melrose Pyrotechnics' certificate of insurance which has been approved by the Village Attorney, the appropriate state pyrotechnic distributor and operator license and a map which shows where the fireworks are to be lit off from.

ATTACHMENTS (PLEASE LIST)

Memo, Bartlett Fire Protection District Fireworks Display Permit, Certificate of Liability Insurance, Distributor License, Federal Permit, Site Map, Shell Summary

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Enhance community events.

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve the fireworks display of the Bartlett Fourth of July Committee for the 2024 festival, being held on July 4th, 2024 and July 5th, 2024 in case of rain.

Staff: Reagan Koehler, Communications and Events Coordinator

Date:

June 5, 2024

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Reagan Koehler, Communications & Events Coordinator
Date: 6/5/2024
Re: Bartlett Fourth of July Fireworks

The Bartlett Fourth of July Committee is planning a fireworks display as part of the Fourth of July Festival on Thursday, July 4th.

The contractor, Melrose Pyrotechnic Inc. has received the appropriate permit from the Bartlett Fire Protection District for the fireworks, which is attached for your review. Also attached for your review is Melrose Pyrotechnics' certificate of insurance which has been approved by the Village Attorney, the appropriate state pyrotechnic distributor and operator license and a map which shows where the fireworks are to be lit off from.

Motion

I move to approve the fireworks display of the Bartlett Fourth of July Committee for the 2024 festival, being held on July 4th, 2024 and July 5th, 2024 in case of rain.

OFFICIAL PERMIT COPY



Bartlett Fire Protection District
Fire Prevention Bureau
234 N. Oak Avenue
Bartlett, IL 60103
(630)837-3701 Fax (630)837-4052

Fire Prevention Permit #: 24-103

Date Issued: May 8, 2024

Expires: July 5, 2024— 11:59 p.m.
(Display planned for July 4 at 9:15pm. Rain date is July 5.)

Installation of: Fire Alarm System [] Sprinkler System [] Ansul System []
Above Ground Tank [] Other []

Activity: [X] Fireworks Display [] Bon Fire [] Controlled Burn [] Other: _____

Owner: Bartlett Park District Grounds
Address: 700 S. Bartlett Road
City: Bartlett, IL 60103

Applicant: Wanda Schoof - Pyrotecnico Fireworks Inc. - License #IL07-OPF-00036
Address: 299 Wilson Road
City: New Castle, PA 16101

Lead Operator: Russell Vankuiken
Assistants: TBD

PLEASE HAVE A COPY OF THIS PERMIT AVAILABLE ON SITE AT ALL TIMES

The applicant hereby certifies to the correctness of all submitted information and agrees to perform the above activity in strict compliance of the Illinois Pyrotechnic Use Act, Bartlett Fire Protection District Fire Prevention Code, NFPA Standards and Local Ordinances.

It is necessary to call for all inspections, including final inspection. Call the Fire Prevention Bureau at (630)837-3701. Inspections must be arranged by the applicant with the Fire Prevention Bureau 48 hours prior to the day the inspection is desired. When scheduling inspections, refer to the lot number if available, the address and the business name.

Proof of a current operators license issued by the Office of the Illinois State Fire Marshal has been provided along with Proof of Insurance, notification of Registered Assistants and a site plan. On site storage of fireworks shall be secured and supervised following ATF requirements and other applicable codes and standards. All fireworks must be fired electronically. No heat/open flame permitted. Ensure the set-back area is maintained throughout the duration of the display and until the all-clear is given upon completion of the show.

Approved By:

Michael Heimbecker
Fire Marshal

Applicant Copy



This request is hereby submitted to obtain your approval for Pyrotecnico to conduct a display via the below details. This display shall be conducted within all federal, state, and local regulations/requirements.

Sponsor of Event: Bartlett 4th of July Committee

Date of Display: 07/04/2024 Rain Date of Display: 07/05/2024

Display Start Time: 9:15pm Display Duration: 23 Minutes

Physical Location of Firing: 700 S. Bartlett Rd. Bartlett, IL

Lead Fireworks Technician Name: Russ Van Kuiken

Lead Fireworks Technician Cell Phone Number: (708)209-0808

Pyrotecnico Personnel Completing/Submitting This Request: Mital Patel

Contact Phone: (219) 393-5522 Contact Email: mpatel@pyrotecnico.com

Permission is hereby granted to Pyrotecnico to conduct this display in accordance with the above.

Approved By (Name): _____ Date: _____

Organization/Entity: _____ Title: _____

Signature: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Acisure, LLC dba Britton Gallagher & Associates One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C No. Ext): 216-658-7100 FAX (A/C No.): 216-658-7101 E-MAIL ADDRESS: Info@brittongallagher.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED 2299 Pyrotecnico Fireworks Inc. P.O. Box 149 299 Wilson Road New Castle PA 16103	INSURER A: Everest Indemnity Insurance Co. NAIC # 10851	
	INSURER B: Everest Denali Insurance Company 16044	
	INSURER C: Arch Speciality Ins Co 21199	
	INSURER D: Pennsylvania Insurance Company	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1733980025 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	SI8ML00891-232	10/14/2023	10/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	SI8CA00141-232	10/14/2023	10/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	LXP1035252-04	10/14/2023	10/14/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	82-872086-04-35	10/14/2023	10/14/2024	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Liability #2	Y	Y	SI8EX01314-232	10/14/2023	10/14/2024	Each Occ/ Aggregate Total Limits \$5,000,000 / \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured extension of coverage is provided by above referenced policies where required by written agreement.
Fireworks Display Date: July 4, 2024 Rain Date: July 5, 2024
Location: Apple Orchard Community Park, 700 S Bartlett Road, Bartlett, IL 60103
Additional Insured: Bartlett 4th of July Committee; Bartlett Park District; Village of Bartlett, IL; The Bartlett Fire Protection District

CERTIFICATE HOLDER Bartlett 4th of July Committee %Brent Kizer 961 Doral Drive Bartlett IL 60103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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STATE OF ILLINOIS
OFFICE OF THE STATE FIRE MARSHAL
DIVISION OF FIRE PREVENTION

1035 Stevenson Drive • Springfield, IL 62703-4259



Pyrotechnic Distributor License

PYROTECNICO FIREWORKS INC
299 WILSON ROAD
NEW CASTLE, PA 16101

IL07-OPF-00036

License #

Matt Perez

Matt Perez
 STATE FIRE MARSHAL

06/15/2025

EXPIRATION DATE

OPF

CLASSIFICATION

This license may be revoked by the Office of the State Fire Marshal for failure to comply with the lawful rules regulating this program.



Illinois Office of the State Fire Marshal
Division of Fire Prevention

**THIS IS TO CERTIFY THAT
RUSSELL VANKUIKEN**

Pyrotechnic Operator License

Has completed all the requirements under the
Pyrotechnic Distributor and Operator Act 225
ILCS 227 and is employed by

PYROTECNICO FIREWORKS INC

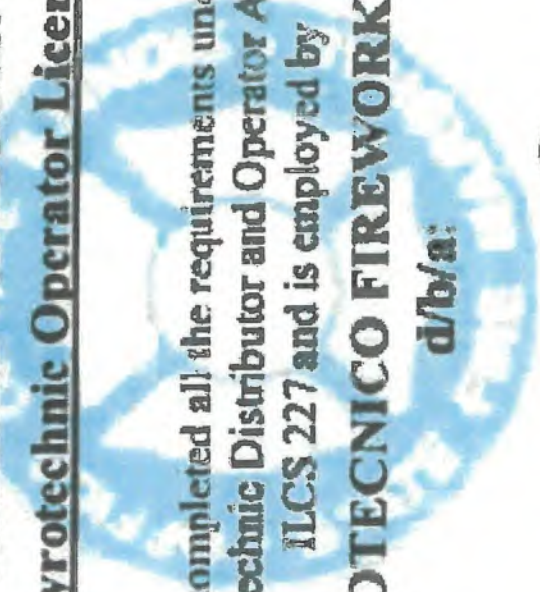
d/b/a:

License #

IL22-O-00036-01761

Expires:

04/15/2025




Matt Perez

STATE FIRE MARSHAL

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	8-PA-073-23-4J-12122
Chief, Federal Explosives Licensing Center (FELC)	<i>Mama Howard</i>	Expiration Date	September 1, 2024

Name
PYROTECNICO

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
**299 WILSON RD
 NEW CASTLE, PA 16101-**

Type of License or Permit
23-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement
 The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit"

Mailing Address (Changes? Notify the FELC of any changes.)
 PYROTECNICO FIREWORKS INC
 PYROTECNICO
 PO BOX 149
 NEW CASTLE, PA 16103-0149

Licensee/Permittee Responsible Person Signature
Stephen Vitale
STEPHEN VITALE
 Printed Name

President/CEO
 Position/Title

Nov. 29, 2021
 Date

ATF Form 5400 14-5400 15 Part I
Revised September 2011

Previous Edition is Obsolete PYROTECNICO FIREWORKS INC 299 WILSON RD 16101-0149 8-PA-073-23-4J-12122 September 1, 2024 23-IMPORTER OF EXPLOSIVES

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC) 244 Needy Road Martinsburg, WV 25405-9431	Toll-free Telephone Number: (877) 283-3352 Fax Number: (304) 616-4401 E-mail: FELC@atf.gov	ATF Homepage: www.atf.gov
--	--	---------------------------

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **PYROTECNICO FIREWORKS INC**

Business Name: **PYROTECNICO**

License/Permit Number: **8-PA-073-23-4J-12122**

License/Permit Type: **23-IMPORTER OF EXPLOSIVES**

Expiration: **September 1, 2024**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

WARNINGS

1. As provided in Title XI of the Organized Crime Control Act of 1970 (U.S.C. § 842(i)), it is unlawful for any person who (1) is under indictment for, or has been convicted in any court of, a crime punishable by imprisonment for a term exceeding 1 year, (2) is a fugitive from justice, (3) is an unlawful user of, or addicted to any controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)), (4) has been adjudicated as a mental defective or has been committed to a mental institution, to ship, transport, or receive any explosive materials in interstate or foreign commerce, (5) is an alien, other than an alien who is lawfully admitted for permanent residence (as that term is defined in section 101(a)(20) of the Immigration and Naturalization Act), or meets any other exception under section 842(i)(5), (6) has been discharged from the armed forces under dishonorable conditions, or (7) having been a citizen of the United States, has renounced the citizenship of that person.
2. Federal Regulation 27 CFR 555.53 - Licenses and permits issued under this part are not transferable to another person. In the event of the lease, sale, or other transfer of the business or operations covered by the license or permit, the successor must obtain the license or permit required by this part before commencing business or operations.
3. Alteration or Changes to the License or Permit. Alterations or changes in the original license or permit or in duplications thereof violates 18 U.S.C. 1001, an offense punishable by imprisonment for not more than 5 years and/or a fine of not more than \$250,000.

NOTICES

1. Any change in trade name or control of this business or operations MUST be reported within 30 days of the change to the Chief, Federal Explosives Licensing Center (FELC), 244 Needy Road, Martinsburg, WV 25405-9431. (27 CFR 555.56-555.57). A licensee or permittee who reports a Change of Control must, upon expiration of the license or permit, file an ATF Form 5400.13/5400.16.
2. Under § 555.46, Renewal of License/Permit, if a licensee or permittee intends to continue the business or operations described on a license or permit issued under this part during any portion of the ensuing year, the licensee or permittee shall, unless otherwise notified in writing by the Chief, FELC, execute and file with ATF prior to the expiration of the license or permit an application for a license or permit renewal, ATF Form 5400.14/5400.15 Part III, in accordance with the instructions on the form, and the required fee. In the event the licensee or permittee does not timely file an ATF Form 5400.14/5400.15 Part III, the licensee or permittee must file an ATF Form 5400.13/5400.16 as required by § 555.45, and obtain the required license or permit before continuing business or operations. A renewal application will automatically be mailed by ATF to the "mailing address" on the license or permit approximately 60 days prior to the expiration date of the license or permit. If the application is not received 30 days prior to the expiration date, the licensee or permittee should contact the FELC.
Note: The user-limited permits are not renewable.
3. This license or permit is conditional upon compliance by you with the Clean Water Act (33 U.S.C. § 1341(a)).
4. THIS LICENSE OR PERMIT MUST BE POSTED AND KEPT AVAILABLE FOR INSPECTION (27 CFR 555.101).

ATF Form 5400.14/5400.15 Part I
Revised October 2011

Federal Explosives License (FEL) Customer Service Information (Continued from front)

Discontinuance of Business (27 CFR 555.61)(27 CFR 555.128). Where an explosives materials business or operations is succeeded by a new licensee or permittee, the records prescribed by this subpart shall appropriately reflect such facts and shall be delivered to the successor, or may be, within 30 days following business discontinuance, delivered to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located. Where discontinuance of the business is absolute, the records shall be delivered within 30 days following the business discontinuance to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located.

Explosive materials must be stored in conformance with requirements set forth in 27 CFR, Part 55. It is unlawful for any person to store any explosive materials in a manner not in conformity with these regulations.

**TO REPORT LOST OR STOLEN EXPLOSIVES, YOU MUST IMMEDIATELY NOTIFY ATF:
CALL TOLL FREE - (888) ATF-BOMB**

✂ Cut Here

Federal Explosives Licensing Center (FELC) Toll-free number: (877) 283-3352
244 Needy Road Fax number: (304) 616-4401
Martinsburg, WV 25405-9431 E-mail: FELC@atf.gov

ATF Hotline Numbers

Arson Hotline: 1-888-ATF-FIRE (1-888-283-3473)
Bomb Hotline: 1-888-ATF-BOMB (1-888-283-2662)
Report Illegal Firearms Activity: 1-800-ATF-GUNS (1-800-283-4867)
Firearms Theft Hotline: 1-888-930-9275
Report Stolen, Hijacked or Seized Cigarettes: 1-800-659-6242
Other Criminal Activity: 1-888-ATF-TIPS (1-888-283-8477)

Show Name: Bartlett 4th of July
Location: 700 S. Bartlett Rd. Bartlett, IL
Date Created: 12/3/19

Fall-Out Radius: 560'
Distance To Audience: 1,500'



Launch Location: 
Setup area Dimensions: 50'x125'
Rack Banks run east/west

The City of Bartlett
July 4, 2024

SHELL SUMMARY

Approximately:

Approximately 963 Aerial shells ranging from 3" – 8"
27 Multi-Shot Box Items



Agenda Item Executive Summary

AGENDA ITEM: Fourth of July Carnival License Application BOARD OR COMMITTEE: Board

BUDGET IMPACT

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

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

EXECUTIVE SUMMARY

Attached is an application from North American Midway Entertainment on behalf of the Bartlett Fourth of July Committee. They are requesting a permit to host a carnival at Apple Orchard Community Park July 4 - July 7, 2024.

ATTACHMENTS (PLEASE LIST)

Memo, License Application, Certificate of Insurance, Carnival Map

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Enhance community events.

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve the carnival license application submitted by North American Midway Entertainment Company on behalf of the Bartlett Fourth of July Committee for the operation of the carnival for July 4 - July 7, 2024.

Staff: Reagan Koehler, Communications & Events Coordinator Date: June 10, 2024

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Reagan Koehler, Communications & Events Coordinator
Date: June 10, 2024
Re: Fourth of July Carnival License Application

North American Midway Entertainment Company has submitted the carnival license application on behalf of the Bartlett Fourth of July Committee. The carnival is planned for July 4 – July 7, 2024 at Apple Orchard Community Park.

State law requires owners of carnivals to conduct, at the time of hire, a criminal history record check and a check of the sex offender’s registry for all carnival workers. North American Midway Entertainment Company is providing the background checks they did of their employees to our police department for review.

The company also submits a list of rides and our Building Department staff inspects them before the carnival can open for business. In addition to our inspection, the state also inspects rides for safety and attaches an approval sticker to each ride.

The appropriate certificate of insurance has been submitted and reviewed by the Village Attorney. The application is attached for your review.

MOTION

I move to approve the carnival license application submitted by North American Midway Entertainment Company on behalf of the Bartlett Fourth of July Committee for the operation of the carnival for July 4 – July 7, 2024.



1327
Carnival License
Application
Status: Active
Submitted On: 6/7/2024

Primary Location
700 S BARTLETT RD
BARTLETT, IL 60103
Owner
BARTLETT PARK DISTRICT
696 W STEARNS RD
BARTLETT, IL 60103-4504

Applicant
👤 Josefina Harris
☎ 630-765-4546
@ aaronh2@live.com
🏠 571 Kathy Lane
Bartlett, Illinois 60103

Carnival Operator Information

Business Name*
North American Midway Entertainment

Address*
2500 W. Higgins Rd., Ste. 205 Hoffman
Estates, IL. 60169

Telephone Number*
847-885-2100

Business Owner Name*
Thomas Thebault

Business Owner Address

Business Owner Telephone Number*
847-885-2100

Business Owner Email Address*
tthebault@namidway.com

Information of Operating Manager or authorized
agent for the carnival, responsible for its physical
operation*

Thomas Thebault

Operating Manager Telephone Number*
847-514-5178


Event Information

Start date of event*

07/04/2024

End date of event*


07/07/2024

Hours of operation* 

7/4 12pm - 11pm, 7/5 12pm - 11pm, 7/6
12pm -11pm, 7/7 12pm - 9pm

Location of event*

CORNER OF S. STEARNS AND S.
BARTLETT ROAD - 700 S. BARTLETT
ROAD, BARTLETT, IL 60103

Property Owner* 

Bartlett Park District

Is the property owner the sponsor of the carnival*

Yes

List any and all structures to be erected (other than rides)*

A site plan will be submitting to the village

List all carnival rides at the event*

Ride list will be provided to the village

Certificate of Insurance in compliance with Section 3-4-11 of the Bartlett Municipal Code.

Certificate of insurance*



2024 Bartlett 4th of July.pdf

I acknowledge that I must provide background checks on all employees working the event to the Bartlett Police Department 7 days prior to the start of the event.*



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Haas & Wilkerson Insurance, 4300 Shawnee Mission Parkway, Fairway, KS 66205, 913 432-4400. CONTACT NAME: Linda Head, CIC, CPIW. PHONE: 913 432-4400. E-MAIL ADDRESS: linda.head@hwins.com. INSURER(S) AFFORDING COVERAGE: ACE American Insurance Company (CHUBB), Bankers Standard Insurance Co. (CHUBB).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Full Named Insured: North American Midway Entertainment - Astro Amusement, LLC; Mid America Shows Transportation, LLC. General Aggregate Limit is subject to a \$25M policy cap.

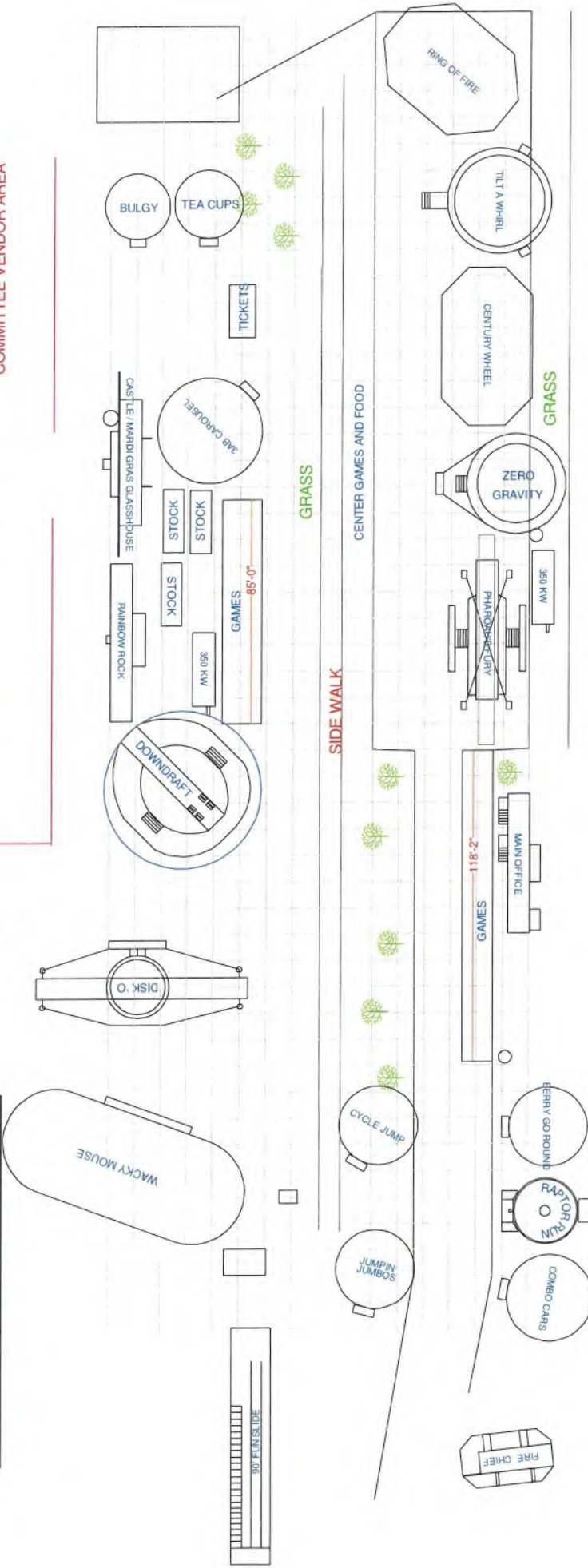
CERTIFICATE HOLDER: Bartlett 4th of July Committee, Bartlett Park Dist., Village of Bartlett, 228 South Main Street, Bartlett, IL 60103. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



BARTLETT 4TH OF JULY 2024



COMMITTEE VENDOR AREA





Agenda Item Executive Summary

AGENDA ITEM: Elimination of Class N Liquor License Class BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount	N/A	Budgeted	N/A
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Fund: N/A Corresponding Activity Measure: N/A

EXECUTIVE SUMMARY

Attached for your consideration is an ordinance amending Section 3-3-2-16: Class N of the Bartlett Liquor Control Ordinance.

Due to Moretti's electing to forgo renewal of their class N license and the current number of licenses being at zero, staff proposes the attached ordinance which would eliminate the Class N from the village code entirely.

ATTACHMENTS (PLEASE LIST)

Memo
Ordinance

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I Move to Approve Ordinance 2024-___ an Ordinance Amending Section 3-3-2-16 of the Bartlett Liquor Control Ordinance Regarding the Class N License.

Staff: Samuel Hughes, Sr. Management Analyst

Date: June 11, 2024

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Sr. Management Analyst
Date: 6/11/2024
Re: Elimination of Class N Liquor License Class

Attached for your consideration is an ordinance amending Section 3-3-2-16: Class N of the Bartlett Liquor Control Ordinance.

At the May 7th board meeting, the Village Board reduced the number of Class N liquor licenses to zero after Moretti's elected to not renew their license. The Class N was created in 2013 and served as a "nightclub" license with a 3:00a.m. time limit on weekends as opposed to the 2:00a.m. limit that is standard with our licenses. Additional restrictions included a square footage minimum, and the requirement for CCTV among other requirements. Moretti's is the only business that has been granted a Class N license.

With Moretti's giving up their class N license, staff proposes the attached ordinance which would eliminate the Class N from the village code entirely.

Motion

I Move to Approve Ordinance 2024-____ an Ordinance Amending Section 3-3-2-16 of the Bartlett Liquor Control Ordinance Regarding the Class N License.

ORDINANCE 2024 - _____

AN ORDINANCE AMENDING SECTION 3-3-2-16 OF THE BARTLETT LIQUOR CONTROL ORDINANCE REGARDING THE CLASS N LICENSE

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

WHEREAS, pursuant to the Illinois Liquor Control Act of 1934, the Village has the power by general ordinance or resolution to determine the number, kind, and classification of licenses for the sale of alcoholic liquor not inconsistent with the Liquor Control Act, and to establish such further regulations and restrictions upon the issuance of and operations under local licenses not inconsistent with law as the public good and convenience may require, 235 ILCS 5/4-1, *et seq.*; and

WHEREAS, the Village finds that it is in the public interest to remove the Class N liquor license classifications for night club establishments.

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

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

SECTION 2. Amendment to Section 3-2-2 of the Village Code. That subsection Section 3-3-2, "License Classifications: Hours, Fees, Number Issued," of Chapter 3, "The Bartlett Liquor Control Ordinance," of Title 3, "Business License Regulations" of the Bartlett Municipal Code be amended as follows: (additions in **bold and underline**, deletions in ~~strikethrough~~):

"3-3-2: LICENSE CLASSIFICATIONS; HOURS, FEES, NUMBER ISSUED:
Licenses issued by the Local Liquor Control Commissioner of the Village shall be of the following classes, number, and subject to the following hours and fees. In the event any one of the licenses authorized for herein shall lapse, be revoked, or is terminated in any manner, the authorized number of licenses issued in that classification shall be automatically reduced accordingly without further action by the village board.

[...]

~~3-3-2-16: CLASS N:~~

~~Class N licenses, which allow the licensee to sell and offer for sale at retail on nightclub premises specified in such license (including outdoor service), alcoholic liquor for use or consumption on the licensed premises, but not for resale in any form, during the hours and subject to the limitations herein specified. Such license shall only be available for premises defined as a "nightclub" herein. The application for a class N license shall include a floor plan for the existing premises if no alterations are planned, or as proposed if the license applicant intends to make any improvements or alterations to the premises for which a building permit is required under the building code.~~

~~The class N license shall also meet the following restrictions:~~

~~A. Hours Of Operation:~~

Sunday through Saturday, both inclusive	From 10:00 A.M. until 3:00 A.M. the following morning
--	--

~~—B. Annual License Fees: See section 3-1-1 of this title.~~

~~—C. Number Issued: The number of class N licenses shall be limited to 0.~~

~~—D. Definitions: For purposes of this section, "nightclub" shall mean and include: a building, or a portion of a building, consisting of not less than seven thousand (7,000) square feet, which is kept, used, maintained, advertised and held out to the public as a place permitting and promoting dancing, by patrons only, on a dance floor of not less than one thousand (1,000) square feet, or portion of a building utilized for such purposes, to prerecorded music reproduced by an amplified sound system, or live music provided by a soloist or group not to exceed eight (8) persons, and for musical entertainment, including personal appearances of amateur or professional music entertainers.~~

~~—E. Conditions Of License:~~

~~—1. A class N license holder shall at all times cause the sale, offer for sale, and/or serving of alcoholic liquor pursuant to said class N license to be performed exclusively by persons who have received a beverage alcohol sellers and servers education and training (BASSET) certification from an entity that has obtained a BASSET license from the Illinois liquor control commission. In addition to having all bartenders and waitstaff that sell or serve alcoholic liquor to be BASSET certified, every employee posted at any entrance to the licensed premises to check identification of admittees shall also be BASSET certified.~~

~~—2. Each class N license holder shall install and maintain an ID camera or scanner to record and store a picture or scan of at least one form of identification from each admittee to the licensed premises at the time of each and every admission to the licensed premises.~~

~~— 3. Each class N license holder shall install and maintain CCTV or other high quality video surveillance security camera and security system, with real time recording and data storage capability, with cameras positioned to view and record the entire indoor licensed premises and of all outdoor seating areas and parking lots that service the licensed premises.~~

~~— 4. No employee of a class N licensee, or third party musician, disc jockey, entertainer, performer or dancer that is a part of a musical act shall engage in any act, or simulate any act (even if fully or partially clothed) that would constitute: a) specified sexual activities as that term is defined in the Bartlett adult use ordinance; or b) "obscenity", as that term is defined in section 3-18-1 of this title; or c) engage in, simulate or perform any lewd act or behavior offensive to an average person applying contemporary standards and would find that taken as a whole would appeal to prurient interests.~~

[...]

3-3-2-~~1716~~: Class O:

[...]

3-3-2-~~1817~~: Class P:

[...]

3-3-2-~~1918~~: Class Q:

[...]

3-3-2-~~2019~~: Class OS:

[...]

3-3-2-~~2120~~: Class V:

[...]

3-3-2-~~2221~~: Class VC:

[...]"

SECTION 4. Severability. The various provisions of this Ordinance are to be considered as severable, and if any Court of competent jurisdiction shall hold any part or portion of this Ordinance invalid, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION 5. Repeal and Saving Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or cause of action which shall have accrued to the Village of Bartlett prior to the effective date of this Ordinance.

SECTION 6. Effective Date. This Ordinance shall be in full force and effect after its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna 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 2024- _____ enacted on June, 18, 2024, and approved on June 18, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk



Agenda Item Executive Summary

AGENDA ITEM: A Resolution Approving of an Agreement Between School District U-46 Providing for a School Resource Officer

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount \$ N/A

Budgeted \$ N/A

Fund: N/A

Corresponding Activity Measure: Maintain collaborative practices with other taxing districts

EXECUTIVE SUMMARY

School District U-46 is requesting the Village of Bartlett to approve the proposed annual agreement to have school resource officers assigned to Eastview Middle School and Bartlett High School for the 2024-2025 school year. The only change that School District U-46 is requesting in the proposed agreement is to require the police department to provide the school district with its body-worn camera policies and procedures.

ATTACHMENTS (PLEASE LIST)

Police Department Memo

Proposed Resolution

Agreement Between the Village of Bartlett and School District U-46 Providing for A School Resource Officer for Eastview Middle School and Bartlett High School

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Maintain positive relationships with all taxing bodies.

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Resolution 2024-_____, a resolution approving an agreement between the Villag of Bartlett and School District U-46 Providing for a School Resource Officer.

Staff: Geoffrey Pretkelis, Chief Of Police

Date: June 18, 2024

**POLICE DEPARTMENT MEMORANDUM
24-23**

DATE: June 18, 2024

TO: Paula Schumacher, Village Administrator

FROM: Geoffrey Pretkelis, Chief of Police

RE: A Resolution Approving an Agreement Between the Village of Bartlett and School District U-46 Providing for a School Resource Officer

School District U-46 is requesting the Village of Bartlett to approve the proposed annual agreement to have school resource officers assigned to Eastview Middle School and Bartlett High School for the 2024-2025 school year. The only change that School District U-46 is requesting in the proposed agreement is to require the police department to provide the school district with its body-worn camera policies and procedures.

Village Attorney Kurt Asprooth reviewed the agreement and did not have any concerns. If approved, the services under this agreement shall commence on August 14, 2023 and continue in full force and effect until June 5, 2024.

MOTION: I move to approve Resolution 2024-____, A Resolution Approving Of An Agreement Between The Village Of Bartlett And School District U-46 Providing For A School Resource Officer

RESOLUTION 2024 - _____

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SCHOOL DISTRICT U-46 PROVIDING FOR A SCHOOL RESOURCE OFFICER

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

SECTION ONE: APPROVAL. The Agreement between the Village of Bartlett and the Board of Education of School District U-46 Providing for a School Resource Officer ("Agreement"), a copy of which is appended hereto as Exhibit A and expressly incorporated herein by reference, is hereby approved.

SECTION TWO: AUTHORIZATION. The Village President and Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village and undertake such actions as may be necessary and convenient to enforce its terms.

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

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Resolutions in conflict with 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 2024 - _____ enacted on June 18, 2024, and approved on June 18, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Exhibit A

AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SCHOOL DISTRICT U-46 PROVIDING FOR A SCHOOL RESOURCE OFFICER

(Attached on following page)

**AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SCHOOL DISTRICT U-46
PROVIDING FOR A SCHOOL RESOURCE OFFICER**

This Agreement is entered into this _____ day of _____, by and between the Village of Bartlett, Illinois, a municipal corporation (the "Municipality") and the Board of Education of School District U-46 (the "District"). Collectively, the Municipality and the District may be hereinafter referred to as the "Parties".

WHEREAS, the District desires to have, on a contract basis, School Resource Officers ("SROs") detailed to the District's Schools; and

WHEREAS, the Municipality is willing to provide such SROs in exchange for the payment outlined in this Agreement; and

WHEREAS, both the 1970 Illinois Constitution, (Article VII, Section 10) and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, both the Municipality and the District are interested in promoting the safety and security of the staff, students and school premises in the District; and

WHEREAS, the Municipality and the District have previously entered into Intergovernmental Agreements regarding the same subject matter as this Agreement, and the parties hereto intend that all such previous Intergovernmental Agreements regarding the subject matter hereof are hereby terminated, and that this Agreement shall supersede and supplant any and all such prior Intergovernmental Agreements between the parties hereto regarding the subject matter hereof.

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

SECTION 2. TERM

The services under this Agreement shall commence on August 12, 2024 and continue in full force and effect until June 3, 2025.

SECTION 3. PURPOSE

- The purpose of the SRO Program is to facilitate, promote, and help maintain a safe, secure, and nurturing school learning environment that is flexible in meeting the academic, social, and emotional needs of each student.
- By establishing a working relationship with school personnel, a cooperative effort to prevent juvenile delinquency is formed.
- It is the responsibility of District teachers and other District educators to respond to inappropriate student behavior in a way that supports personal growth and learning opportunities for all students.
- It is further the goal of the District that school discipline be administered through the Student Code of Conduct focusing on keeping students within the classroom setting.
- School-based infractions shall be addressed primarily by using student-based interventions that improve school safety and academic performance for all (*e.g.* classroom interventions, counseling services, restorative justice, peer mediation, etc.), and not focused primarily on using exclusionary, punitive measures, or arrests.
- The Police Department and District, in order to ensure an efficient and cohesive SRO program, will build a positive relationship between law enforcement, students, and school employees. The goal of the program is to reduce crime, create a safe school environment, and provide a law enforcement resource to school administrators, teachers, and students.

SECTION 4. OBLIGATIONS AND RESPONSIBILITIES OF THE MUNICIPALITY THROUGH ITS POLICE DEPARTMENT

4.0 Provide Police SROs to the District for Interview

- If and when the position of SRO is vacant, the Municipality's Police Department will provide to the District qualified candidates to interview. The selection process will include a collaborative interview process of the qualified applicants by the school and District administration, and the Police Department administration.
- After the interview process, the District shall provide the Municipality their order of preference in candidates. The final selection shall be made by the Municipality's Chief of Police in her/his sole discretion. The Police Department candidates must have the following training and qualifications:
 - A. Special interest and understanding of juveniles, Juvenile Law, constitutional protections, and their problems and concerns;
 - B. Strong, effective leadership abilities;
 - C. Positive and proactive attitude, excellent interpersonal and problem-solving skills, ability to resolve conflicts, and excellent verbal and written communication skills;
 - D. Self-motivated, and an ability to work with minimal supervision;
 - E. Ability to interact effectively and productively with the Police Department, courts, school staff, students and parents;
 - F. Experience in and knowledge of drug and gang awareness;
 - G. Non-probationary Police employee;
 - H. Excellent attendance record.

4.0.1 Training and Professional Development

A. The Municipality shall be responsible for the training standards of the SRO's assigned to the schools as established by the Illinois Law Enforcement Training Standards Board under 50 ILCS 705/10.22. The Police Department shall provide to the School District a certificate of completion, or approved waiver, issued by the Illinois Law Enforcement Training Standards Board under Section 10.22 of the Illinois Police Training Act [50 ILCS 705/10.22] indicating that the subject officer has completed the requisite course of instruction in the applicable subject areas within one year of assignment, or has prior experience and training which satisfies this requirement.

B. The District shall provide a minimum of three professional development training sessions for SROs each year. These training sessions are required by all SROs annually:

1) Crisis Prevention Institute (CPI) Non-Violent Crisis Intervention foundational course Modules 1,2,3,4, 7 and 8, (not including any physical safety or physical holds/restraints - Modules 5 and 6). This is a 6 hour professional development course used for U-46 staff. The purpose of this training for SROs is to develop common language, common awareness, and common response familiarity when U-46 staff and SROs respond to student escalations.

a. This course will be provided in August of each school year by a U-46 CPI Certified Instructor coordinated by the School Safety Department.

2) Student Special Needs Awareness in Autism and Special Education. This professional development will be provided by the U-46 Student Specialized Services department and includes an overall awareness and situational understanding of students with special needs. This training session will be 2.5 hours and be provided by a U-46 professional from the Student Specialized Services department.

3) Professional Development in line with 105 ILCS 5/10-22.6(c-5) concerning the adverse consequences of school exclusion and justice-system involvement, effective classroom management strategies, culturally responsive discipline, the appropriate and available supportive services for the promotion of student attendance and engagement, and developmentally appropriate disciplinary methods that promote positive and healthy school climates.

4.1 Organizational Relationships:

- The Police Department shall assign to the District on a full-time basis the officer chosen to act as the SRO.
- The SRO shall report to the school's principal and assistant principal.
- The SRO shall remain an employee of the Municipality and all personnel rules applicable to the Municipality police officers shall continue to apply to the SRO, and the SRO will at all times abide by all personnel rules of the Police Department.
- Moreover, the Municipality shall be fully responsible for all employee-related obligations.

4.2 Duties and Responsibilities of SRO

- The duties and responsibilities of the SRO assigned to the District shall include, but not be limited to, the following:
 - A. SROs act in the role of law enforcement officer but shall not enforce school rules or policies or become involved with matters that are strictly school discipline issues
 - B. Promote safety in and around the school by reducing crime and fear of crime, and by coordinating both parties' efforts to provide a safe and nurturing school learning experience that is flexible in meeting the academic, social, and emotional needs of each student.
 - C. Violence prevention activities with students and led by students.
 - 1) SROs will serve in a support role and participate in violence prevention activities that are developed by school administrators and teachers, in an effort to develop and enhance student voice and student leadership in violence prevention and violence prevention activities. Examples of programs that work to enhance these activities, and are supported by U-46 District Administration, are: the Sandy Hook Promise program, the Start with Hello program (Bullying prevention, relationship building, climate and culture), and Say Something (for violence prevention).
 - D. Run, Hide, Fight - School Safety Law Enforcement Drills based on FEMA IS-907: Active Shooter, What You Can Do. The SRO will:
 - 1) Serve as their assigned school's point of contact for school safety drills, attending all Run, Hide, Fight school safety drills, providing after-action feedback to principals, school administration and staff.
 - 2) Serve as the liaison between the school administration and the Police Department for any training, pre-planning, response planning and coordination with the District's Safety Department.
 - E. Provide information and give presentations to students, staff and parents to support and empower schools to be welcoming centers of family and community engagement.
 - F. Appear and testify in court proceedings and school suspension review and expulsion hearings as necessary, unless said appearance and/or testimony would interfere with any pending or reasonably contemplated law enforcement proceedings and/or criminal investigation.
 - G. Be proactive in identifying and addressing patterns of delinquency, street gang membership and activity and problem areas around the school to strive toward prevention, operational excellence and efficiency.
 - H. Assist school personnel with managing escalated and agitated individuals, crowd control and vehicle traffic patterns to strive toward prevention, operational excellence and efficiency.
 - I. Maintain open communication with school personnel in an attempt to identify individuals or conditions that could result in delinquent behavior, formulate prevention plans and identify proactive solutions.
 - J. Maintain and report to the District a record of reported criminal incidents and arrest activities for the specific school designated for the reporting officer.
 - K. Perform all duties in connection with this Agreement according to the School District's policies concerning nondiscrimination and anti-harassment.

4.3 District and Municipality to agree on Modifications to Duties and Responsibilities

- The District retains the right to add, delete, and update essential job duties and responsibilities as necessary, subject to approval of the Municipality.

4.4 Level of Service

- Based upon the operational needs of the Municipality's Police Department in any unusual circumstances as determined by the Chief of Police, the level of service provided to the District under this agreement shall be at the discretion of the Chief of Police with adjustments in payments by the District accordingly.

4.5 Additional Services

- Any and all necessary backup services, including equipment and personnel, required to assist SROs in the performance of their obligations under this Agreement shall be at the sole discretion and control of the Chief of Police of the Municipality.

4.6 Crime Reports and Notification of Arrest or Law Enforcement Action

- SROs are required to submit a monthly crime report to the Coordinator of School Safety, which includes reported crimes that occurred on school property.
- Unless exigent circumstances exist, if the SRO or police officer working in the absence of the SRO under this agreement, arrests a student for a school offense, the SRO will report that arrest or law enforcement action to the school principal.
- Unless exigent circumstances exist, if the SRO or police officer working in the absence of the SRO under this agreement, arrests a District school employee or contracted employee for an offense related to their duties as employees or contracted employees of the School District, the SRO or police officer working in

the absence of the SRO under this agreement, will report that arrest or law enforcement action to the school principal or to the Coordinator of School Safety.

- The Municipality will provide District Safety a copy of their current Body-Worn Camera (BWC) policies and procedures. SROs who are equipped with a body-worn camera (BWC) will utilize the BWC during the course of their official duties when on U-46 property as required by law. If an SRO turns on their BWC during the course of their official duties while at the school, the SRO shall promptly notify their school principal. The principal will ensure the District's student record system correctly documents the behavior incident and the BWC indicator is marked properly by entry of the behavior event in the District's student information system and checking the BWC box to indicate that a BWC video exists. Any such film or video taken by, and kept in the possession of the Municipality/police department may be considered law enforcement records under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g and 34 C.F.R. §99.8) and Ill. School Student Records Act (ISSRA) (105 ILCS 10/2(d)). Any copy of such film or video, if permitted by law to be provided to the District, may become an educational record of the District. In the event a student parent/guardian requests their student records, the BWC indicator will be reported to the parent/guardian and the school administration will direct the parent/guardian to the police department to submit a request for records pursuant to the Freedom of Information Act if the parent/guardian so chooses.

SECTION 5. OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES FOR SRO COMPENSATION

5.1 Payment

- The District shall reimburse the Municipality for the cost of officers assigned to schools as provided for herein.
- Upon the selection of any officer, the Municipality shall provide the District with a statement in a form substantially similar to Exhibit A, attached hereto and made a part hereof, setting forth the cost of the SRO as a non-probationary police officer's salary.

5.2 Overtime costs

- The District further agrees to only pay the overtime cost incurred by the Municipality wherever a principal or district administrator requests the SRO for school sponsored events/activities. Said overtime costs will be the responsibility of the District. An hourly overtime rate is included in Exhibit A. All overtime hours must first be approved by the school's principal or the Coordinator of School Safety. Oral requests for overtime services made less than 24 hours before the commencement of the overtime shall constitute District approval of the overtime hours; all other requests for overtime shall be in writing and delivered to the SRO more than 24 hours in advance of the commencement of the overtime work. District will not pay unapproved overtime.

5.3 Overtime Reports

- All SROs will submit overtime reports on a weekly basis to the respective principals or the Coordinator of School Safety for approval on the District's designated form for accounting purposes. The SRO will also complete a Municipality overtime form and submit the same for his/her supervisors for approval.

5.4 Invoices

- The Municipality will pay the SRO's costs as agreed upon and shall invoice the District in 10 monthly increments for District financial obligations as set forth above.

5.5 Billing

- The Municipality will bill the District on a monthly basis for all overtime costs.

SECTION 6. ACCOMODATIONS

- The District will provide office space and the following commodities necessary to accomplish the objectives set forth above: Private office, District computer with access codes, District office phone, District view capability of camera systems, Key Fob for the Electronic Access Control System, login for camera appropriate/necessary interior and exterior access, VLAN and IP based access through the District computer network that allows the SRO access to municipal computer systems, District administrative level access on District Internet access to conduct investigations, and a District two-way radio with frequencies for all District schools and District area wide networks.

SECTION 7. STAFFING

- The Municipality will assign police SROs to serve as an SRO for the school calendar year, of which they shall work eight (8) hours per school day.
- The Municipality will assign SROs to the following schools and/or assignments:
Bartlett High School
Eastview Middle School

SECTION 8. ABSENCE OF EMPLOYEES

- In the event of the unavailability of any SRO due to sickness, injury, use of benefit time, or any other reason, such SRO shall be temporarily replaced by another Municipality police employee as determined by the Chief of Police at no additional cost to the District.
- The SRO may be required to attend training sessions during a duty day.
- Training sessions will be scheduled on school professional development days, institution days and school holidays, when possible.
- In the event of any absence or other unavailability of any assigned SRO, any replacement shall be trained pursuant to section 4.0.1 of this agreement.
- In the event an assigned SRO is unavailable, the Municipality shall provide prompt notice to the applicable school as to the nature of the absence, the expected duration, and the identity of the replacement SRO.

SECTION 9. TERMINATION

- Either party may terminate this Agreement at any time by providing the other party with at least 6 months prior written notice of such termination. In addition, the parties may terminate this Agreement by mutual consent and agreement. In the event of emergency, safety issue, or any other condition that constitutes a substantial threat to the health or safety of students, employees or others at the school or District, as determined by the District in its sole reasonable discretion, the District may immediately suspend this Agreement until such condition has been remedied to the District's satisfaction.

SECTION 10. INDEMNIFICATION

10.1 District Indemnification, Generally

- The District shall and hereby does indemnify and hold harmless the Municipality, its officials, officers, agents, employees and assigns against any claims, demands, loss, costs and expenses, excluding attorney's fees for the defense thereof, arising from or in connection with the activities contemplated hereunder, provided that said claims, demands, costs and expenses have not been caused by the negligence or willful and wanton misconduct of the SROs, the Municipality, its officers or employees.

10.2 Municipality Indemnification, Generally

- The Municipality shall and does hereby indemnify and hold harmless the District, its employees, volunteers and agents against any claims, demands, loss, costs and expenses, including attorney's fees for the defense thereof, arising from or in connection with the negligence or willful and wanton misconduct of the SROs, the Municipality, its police department or its employees provided that said claims, demands, costs and expenses have not been caused by the negligence or willful and wanton misconduct of the District, its employees, volunteers, and/or agents.

10.3 Duties and Benefits

- Notwithstanding any provisions herein to the contrary, this Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. 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 District and/or the Municipality and/or any of their respective officials, officers, employees, volunteers and or/agents.

10.4 Defenses

- Notwithstanding any provisions herein to the contrary, the insurance company, self-insurance pool, risk pool provider, self-insured party, or similar entity of the party providing the indemnification shall be allowed to raise, on behalf of the other party, any and all defenses statutory and/or common law to such claim or action which the other party might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 75 ILCS 10/1-101 *et seq.*

SECTION 11. STUDENT RECORDS

11.1 School Records, Generally

- All records maintained or created by the school or its students shall be the sole property of the District and shall be maintained at the District in accordance with all applicable State and federal laws and regulations.
- The parties further agree to comply with all State and federal laws and regulations governing the release of these records. The Municipality and any person handling such records on its behalf shall comply with the Family Educational and Privacy Act (FERPA) (20 U.S.C. §1232g and 34 C.F.R. §99.8), the Illinois School Student Records Act, 105 ILCS 10/1 *et seq.*; the Freedom of Information Act, 5 ILCS 140/1, *et seq.*; and all corresponding regulations to the extent applicable.

11.2 Municipal Records, Generally

- All records maintained or created by the police department shall be the sole property of the Municipality and shall be maintained by the Municipality in accordance with all applicable State and Federal laws and regulations. The parties further agree to comply with all state and federal laws and regulations, including a reciprocal reporting memorandum of understanding, if applicable, governing the release of these records.

SECTION 12. GENERAL PROVISIONS

12.0 Amendment

- Any terms or conditions of this Agreement may be deleted or altered only by written agreement to this Agreement, duly executed by the Municipality and the District.

12.1 Severability

- If any provision of this Agreement shall be held or deemed to be, or shall in fact be inoperative or unenforceable in any particular case or in all cases for any reason, this shall not render the provision in question inoperative or unenforceable in any other case or circumstances, or render any other provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.
- The invalidity of any one or more phrases, sentences, clauses or sections contained in the Agreement shall not affect the remaining portions of the Agreement or any part thereof.

12.2 Interpretation

- Any headings of the Agreement are for convenience of reference only and do not define or limit the provisions thereof.
- Words of gender shall be deemed and construed to include correlative words of other genders.
- Words importing the singular shall include the plural and vice versa, unless the context shall otherwise indicate.
- All references to any such person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms and conditions of the Agreement.

12.3 Assignment/Binding Effect

- Neither party hereto may assign their respective rights and duties hereunder except upon prior written consent of the other party.
- This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, legal representatives and successors in interest.

12.4 Waiver of Breach

- If either party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by either party or prevent either party from enforcing such provisions.

12.5 Merger Clause, Amendment

- This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties hereto.

12.6 Compliance with All Laws

- The Municipality and the District shall at all times observe and comply with the laws, ordinances, regulations and codes of federal, State, county and other local government agencies, which may in any manner affect the performance of this Agreement.

12.7 Governing Law

- This agreement shall be subject to and governed by the laws of the State of Illinois.
- Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this Agreement shall be in the Circuit Court of Kane County, Illinois.

12.8 Disclaimer of Relationship

- Nothing contained in this Agreement, nor any act of the Municipality or the District, respectively, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Municipality or the District respectively.

12.9 Execution

- This agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.
- For the purposes of executing this agreement, any signed copy of this agreement transmitted by email shall be treated in all manners and respects as an original document. The signature of any party on a copy of this agreement transmitted by email shall be considered for these purposes as an original signature and shall have the same legal effect as an original signature. Any such e-mailed copy of this agreement shall be considered to have the same binding legal effect as an original document.
- At the request of either party any email copy of this agreement shall be re-executed by the parties in an original form. No party to this agreement shall raise the use of e-mail as a defense to this agreement and shall forever waive such defense.

12.10 Notice

- Any and all notices required to be delivered hereunder shall be deemed delivered when and if personally delivered, or mailed by registered or certified mail, return receipt requested, postage prepaid (or sent by a recognized overnight courier service with instructions and payment for delivery on the next business day) to the parties as set forth below:

If to the District:

Superintendent, School District U-46, 355 East Chicago Street, Elgin, IL 60120-6543

If to Municipality:

Chief of Police, Bartlett Police Department, 228 S. Main Street, Bartlett, IL. 60103

Either party hereto may change the names and address of the designee to whom notice shall be sent by giving written notice of such change to the other party hereto in the same manner as all other notices are required to be delivered hereunder. Notice as provided herein does not waive service of summons or process.

MUNICIPALITY: Village of Bartlett

U-46 SCHOOL DISTRICT: Board of Education

Village President

School Board President

Signature

Signature

Date

Date

ATTEST:

Municipality Clerk

School Board Secretary

Signature:

Signature

Date

Date

EXHIBIT A:
COST WORKSHEET

2023-2024 POLICE DEPARTMENT NAME		Bartlett Police Department		
	Number of	Number of	Annual Cost	
	EVMS	BHS		
Number of School Officers Provided.	1	1		
Total Cost of Officers for Schools.	\$77,704	\$77,704	\$155,408	
For Billing Purposes. (Sept. through June)	10 invoices	10 invoices	\$15,540.80	
Overtime Hourly Rate for SRO for Budgeting.	\$56.04	\$56.04		



Agenda Item Executive Summary

AGENDA ITEM: 2024 Pavement Marking

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount	\$50,000 (Not-to-exceed)	Budgeted	\$50,000
Fund: MFT Fund	Corresponding Activity Measure: Capital Budget		

EXECUTIVE SUMMARY

On March 12th, 2024, DuPage County opened bids for their "2024 Pavement Marking Maintenance" program. Superior Road Striping Inc. was the low bidder and awarded the contract. This contract includes a section on Joint Purchasing and Superior Road Striping indicated they would be willing to extend their unit prices to the Village of Bartlett for our 2024 Pavement Marking Project.

Superior Road Striping, Inc. is a well-known pavement marking contractor in the Chicagoland Area and has satisfactorily completed pavement projects for the Village of Bartlett in the past, including the 2021, 2022 and 2023 Pavement Marking Projects. Any remaining funds will be returned to the MFT account to be used later.

RECOMMENDATION

Staff recommends using Superior Road Striping Inc. for the Village of Bartlett's 2024 Pavement Marking Program.

ATTACHMENTS (PLEASE LIST)

Memo, Bid Tab, Resolution, Contract

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Continue to Enhance and Improve Efficiency of Service Delivery Methods and Approaches

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to APPROVE RESOLUTION # 2024-____-R, A RESOLUTION APPROVING OF THE 2024 PAVEMENT MARKING PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SUPERIOR ROAD STRIPING, INC.

Staff: Nick Talarico, Village Engineer

Date: June 10, 2024

Memo

To: Paula Schumacher, Village Administrator
From: Nick Talarico, Village Engineer
Subject: **2024 Pavement Marking Project**
Date: June 10th, 2024

On March 12th, 2024, DuPage County opened bids for their "2024 Pavement Marking Maintenance" program. Superior Road Striping Inc. was the low bidder and awarded the contract. This contract includes a section on Joint Purchasing and Superior Road Striping indicated they would be willing to extend their unit prices to the Village of Bartlett for our 2024 Pavement Marking Project.

Superior Road Striping, Inc. is a well-known pavement marking contractor in the Chicagoland Area and has satisfactorily completed pavement projects for the Village of Bartlett in the past, including the 2021, 2022 and 2023 Pavement Marking Projects. Any remaining funds will be returned to the MFT account to be used later.

RECOMMENDATION

Staff recommends using Superior Road Striping, Inc. for the 2024 Pavement Marking Project in the not-to-exceed amount of \$50,000.00. Any remaining funds will be returned to the MFT account to be used at a later date.

MOTION

I MOVE TO APPROVE RESOLUTION # 2024-____-R, A RESOLUTION APPROVING OF THE 2024 PAVEMENT MARKING PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SUPERIOR ROAD STRIPING, INC.

DuPage County Division of Transportation
 Project: 2024 Pavement Marking Maintenance Sec. No. 24-PVMKG-12-GM
 Date of Letting: March 12, 2024 2:00 P.M.

Item No.	Items	Unit	Quantity	Engineer's Estimate		Superior Road Striping, Inc. 225 Miles Parkway Bartlett, IL 60103		Precision Pavement Marking Inc. 1220 Bell Court Pingree Grove, IL 60140		Marking Specialists Corporation P.O. Box 745 Arlington Heights, IL 60006		AC Pavement Striping Co. 695 Church Road Egin, IL 60123	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	9138	\$5.35	48,888.30	\$5.00	45,690.00	\$4.85	44,319.30	\$4.00	36,552.00	\$12.00	109,656.00
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	24497	\$0.70	17,147.90	\$0.70	17,147.90	\$0.70	17,147.90	\$0.98	24,007.06	\$1.90	46,544.30
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	31023	\$1.10	34,125.30	\$0.90	27,920.70	\$1.00	31,023.00	\$1.95	60,494.85	\$2.80	86,864.40
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	1100	\$1.69	1,859.00	\$1.40	1,540.00	\$1.30	1,430.00	\$2.60	2,860.00	\$3.80	4,180.00
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	17749	\$2.41	42,775.09	\$2.00	35,496.00	\$2.00	35,496.00	\$3.90	69,221.10	\$6.00	106,494.00
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	3631	\$5.35	19,425.85	\$5.00	18,155.00	\$4.95	17,973.45	\$7.80	28,321.80	\$12.00	43,572.00
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT	788392	\$0.35	275,937.20	\$0.29	228,633.68	\$0.29	228,633.68	\$0.59	465,151.28	\$0.89	543,990.48
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	1420	\$6.42	9,116.40	\$6.00	8,520.00	\$6.00	8,520.00	\$6.00	8,520.00	\$12.00	17,040.00
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	14432	\$0.94	13,566.08	\$0.85	12,267.20	\$0.85	12,267.20	\$1.35	19,483.20	\$2.00	28,864.00
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	6200	\$1.18	7,316.00	\$1.00	6,200.00	\$1.00	6,200.00	\$2.20	13,640.00	\$3.00	18,600.00
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	1000	\$1.87	1,870.00	\$1.60	1,600.00	\$1.45	1,450.00	\$2.93	2,930.00	\$4.00	4,000.00
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	2100	\$2.68	5,628.00	\$3.00	6,300.00	\$2.00	4,200.00	\$4.40	9,240.00	\$6.00	12,600.00
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	800	\$6.42	5,136.00	\$6.00	4,800.00	\$6.00	4,800.00	\$8.80	7,040.00	\$12.00	9,600.00
14	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIUM	SQ FT	2500	\$3.34	8,350.00	\$3.00	7,500.00	\$3.20	8,000.00	\$5.00	12,500.00	\$22.00	55,000.00
15	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	69496	\$0.56	38,917.76	\$0.45	31,273.20	\$0.55	38,222.80	\$1.15	79,920.40	\$1.95	135,517.20
16	RECESSED REFLECTIVE PAVEMENT MARKER	EACH	500	\$30.76	15,380.00	\$25.00	12,500.00	\$35.00	17,500.00	\$75.00	37,500.00	\$135.00	67,500.00
17	REPLACEMENT REFLECTOR	EACH	500	\$10.99	5,495.00	\$10.00	5,000.00	\$10.00	5,000.00	\$25.00	12,500.00	\$120.00	60,000.00
18	TEMPORARY PAVEMENT MARKING REMOVAL	FOOT	500	\$1.61	805.00	\$0.50	250.00	\$1.20	600.00	\$5.00	2,500.00	\$4.50	2,250.00
				\$551,738.88		\$470,795.68		\$482,785.33		\$892,381.69		\$1,352,272.38	
Bidder's Proposal for making Entire Improvements													
Quantities shown above include Base Bid + Alternates A - D													
Base Bid only													
Alternate A: Base Bid + Alternate A													
Alternate B: Base Bid + Alternates A & B													
Alternate C: Base Bid + Alternates A - C													
Alternate D: Base Bid + Alternates A - D													

RESOLUTION 2024 - _____

**A RESOLUTION APPROVING OF THE
2024 PAVEMENT MARKING PROJECT AGREEMENT BETWEEN
THE VILLAGE OF BARTLETT AND SUPERIOR ROAD STRIPING, INC.**

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

SECTION ONE: 2024 Pavement Marking Project Agreement dated June 18th, 2024, between the Village of Bartlett and Superior Road Striping, Inc. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: June 18, 2024

APPROVED: June 18, 2024

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 2024 - _____ enacted on June 18, 2024, and approved on June 18, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Local Public Agency Formal Contract

Contractor's Name
Superior Road Striping, Inc.

Contractor's Address: 225 Miles Parkway; City: Bartlett; State: IL; Zip Code: 60103

STATE OF ILLINOIS
Local Public Agency: Village of Bartlett; County: Cook; Section Number: 24-00000-03-GM

Street Name/Road Name: Various; Type of Funds: MFT

[X] CONTRACT BOND (when required)

For a County and Road District Project
Submitted/Approved
Highway Commissioner Signature & Date
Submitted/Approved
County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project
Submitted/Approved/Passed
Signature & Date
Official Title

Department of Transportation
[] Concurrence in approval of award
Regional Engineer Signature & Date

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

Local Public Agency	Local Street/Road Name	County	Section Number
Village of Bartlett	Various	Cook	24-00000-03-GM

1. THIS AGREEMENT, made and concluded the 18th day of June, 2024 between the Village of Bartlett, known as the party of the first part, and Superior Road Striping, 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 24-00000-03-GM in Village of Bartlett, approved by the Illinois Department of Transportation on N/A 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

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date

By:

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

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

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

(SEAL, if required by the LPA)



Agenda Item Executive Summary

AGENDA ITEM: Sale of Village Owned Surplus Property

BOARD OR COMMITTEE: Board

BUDGET IMPACT

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

Fund: N/A

Corresponding Activity Measure: N/A

EXECUTIVE SUMMARY

Sale of Surplus Village-owned property to be publicly auctioned off online.

ATTACHMENTS (PLEASE LIST)

Memo, Ordinance, Surplus List

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Maintain Checks and Balances

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve ORDINANCE # 2024-____, AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION OF SURPLUS PROPERTY OWNED BY THE VILLAGE OF BARTLETT

Staff: Tyler Isham, Assistant Director of Public Works

Date: June 10, 2024

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: **Sale of Village Owned Surplus Property**
Date: June 10, 2024

The Village wishes to dispose of surplus items and personal property of the Village through internet auction.

The surplus vehicles and property are to be auctioned by Obenauf Auction Services. As part of their service, Obenauf identifies potential bidders who may be interested in the type of vehicles and equipment the departments wish to sell. The Village has utilized Obenauf in prior years and the service they provide has proven to be a very effective method for disposal of the Village's surplus property.

Attached is an ordinance authorizing the sale of surplus property through internet auction as well as a list of all surplus property to be sold.

MOTION

**MOTION TO APPROVE ORDINANCE # 2024-____, AN ORDINANCE
AUTHORIZING THE SALE BY INTERNET AUCTION OF SURPLUS PROPERTY OWNED
BY THE VILLAGE OF BARTLETT**

ORDINANCE 2024-____

**AN ORDINANCE AUTHORIZING THE SALE BY INTERNET
AUCTION OF SURPLUS PERSONAL PROPERTY
OWNED BY THE VILLAGE OF BARTLETT**

WHEREAS, the Illinois Municipal Code requires the adoption of an ordinance passed by a simple majority of the corporate authorities then holding office declaring personal property that the Village of Bartlett (the "Village") desires to sell "no longer necessary or useful to or for the best interest of" the Village, and that transfer of said personal property be set in any manner that the corporate authorities may designate with or without advertising the sale (65 ILCS 5/11-76-4); and

WHEREAS, staff has recommended that the Corporate Authorities authorize the sale of the used vehicles and equipment described on Attachment A, a copy of which is attached hereto and incorporated herein (the "Surplus Vehicles and Equipment"), as it is no longer necessary or useful or for the best interest of the Village, through the Obenauf Auction Service Incorporated and eBay on-line auction site to the respective highest bidders bidding on the purchase of the Surplus Vehicles & Equipment;

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: Pursuant to Section 11-76-4 of the Illinois Municipal Code, the President and Board of Trustees of the Village (the "Board") hereby find and declare that the Vehicles and Equipment, defined in the recitals herein and listed on Exhibit A is no longer necessary or useful to or for the best interest of the Village.

SECTION TWO: Pursuant to said Section 11-76-4 and the Village's home rule authority, the Board authorizes the Village Administrator, or her designee, to sell the Surplus Vehicles and Equipment through the Obenauf Auction Services Incorporated and eBay on-line auction site to the respective highest bidders.

SECTION THREE: The Village Administrator and the Assistant Village Administrator, or either of them, are each hereby authorized and directed to sign vehicle titles and such other documents as may be necessary to transfer ownership of the Surplus Vehicles and Equipment as provided herein upon receipt of the proceeds of the sale.

SECTION FOUR: SEVERABILITY. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION FIVE: 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 SIX: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, by a vote of majority of the corporate authorities and approval in the manner provided by law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: June 18, 2024

APPROVED: June 18, 2024

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 2024- _____ enacted on June 18, 2024, and approved on June 18, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Attachment A: Surplus Items

Serial / VIN	Yr	Make	Model / Description	Equipment Number
1FM5K8AR5HGA77098	2017	Ford	Explorer	1378
1FAFP53U27A186555	2017	Ford	Taurus	771
3FA6P0LU8ER245033	2014	Ford	Fusion	1277
1HTWDAANX8J655855	2008	International	7400 dump truck w/ plow spreader	08-001
1HTWDAAR7BJ331224	2011	International	7400 dump truck w/ plow spreader	11-002
1HTWDAAR3BJ331222	2011	International	7400 dump truck w/ plow spreader	11-003
1HTWDAAR9BJ409759	2011	International	7400 dump truck w/ plow spreader	11-004
1HTWDAAR5BJ331223	2011	International	7400 dump truck w/ plow spreader	11-006
1HTWDAAR2CJ059991	2012	International	7400 dump truck w/ plow spreader	12-008
1FDAF5GR1AEA39894	2010	Ford	F550 w/ plow & spreader	10-119
		Kodak	Easy Share Camera/ Z730	
		Trimble	GPS Unit	



Agenda Item Executive Summary

AGENDA ITEM: Purchase of (3) 2025 Peterbilt Trucks BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount \$759,463.50 Budgeted \$920,000.00

Fund: Vehicle replacement fund Corresponding Activity Measure: N/A

EXECUTIVE SUMMARY

I have received all the necessary information regarding the purchase of (3) Peterbilt dump trucks through the Sourcewell Municipal purchase program. FY 23/24 allotted \$450,000.00 for the purchase of (2) 2025 dump trucks with dump bodies and snow removal equipment. Due to International truck manufacturer short falls, we were not able to order these units. FY 24/25 allotted \$470,000.00 For the purchase of (2) additional dump trucks which also cannot be ordered through International Truck. Therefore, staff has searched for other truck manufacturers.

JX Truck Center has given us Sourcewell pricing for these vehicles, which include dump bodies and snow removal equipment. These vehicles would be purchased as part of the Streets Division Capital Outlay Budget. The price includes start up service, freight, licensing, and delivery to the PW facility. Additional pricing includes plow assembly, strobe lighting, and pre-wetting capabilities.

The vehicles will be delivered at the total cost of \$759,463.50.00 after discount adjustments. The purchase of (3) new 2025 Peterbilt trucks would replace (2) 2011 International dump trucks with evaluation ratings of 26, which qualifies for replacement, and (1) 2012 International truck which cannot be used because of a nationally backordered emission part.

ATTACHMENTS (PLEASE LIST)

Memo, Bid Detail

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve the purchase of (3) 2025 Peterbilt Dump Trucks from JX Truck Center of Bolingbrook, IL

Staff: Mike Warmus street Division Supervisor

Date:

June 18, 2024

Memo

To: Paula Schumacher, Village Administrator
From: Mike Warmus, Street Division Supervisor
Subject: **Purchase of (3) 2025 Peterbilt trucks w/plows and spreaders**
Date: June 18, 2024

FY 23/24 allotted \$450,000.00 for the purchase of (2) 2025 dump trucks with dump bodies and snow removal equipment. Due to International truck manufacturer short falls, we were not able to order these units. FY 24/25 allotted \$470,000.00 For the purchase of (2) additional dump trucks which also cannot be ordered through International Truck. International Truck has no information regarding when we will be able to order trucks, therefore, staff has searched for other truck manufacturers.

JX Truck Center has given us Sourcewell Municipal pricing for these vehicles, as well as build slots for the fall of 2024, which include dump bodies and snow removal equipment. The price includes start up service, freight, licensing, and delivery to the PW facility. Additional pricing includes plow assembly, strobe lighting, and pre-wetting capabilities. The vehicles will be delivered at the total cost of \$759,463.50.00 after discount adjustments.

We recommend the Village of Bartlett purchase (3) 2025 Peterbilt dump trucks with build from JX Truck Center, Bolingbrook Il in the amount of \$759,463.50.

Motion

**MOTION TO APPROVE THE PURCHASE OF (3) 2025 PETERBILT DUMP TRUCKS FROM
JX TRUCK CENTER BOLINGBROOK, IL**



Peterbilt Illinois Joliet, Inc dba JX Truck Center

535 E. South Frontage Road
 Bolingbrook IL 60440
 (262) 709-3446

PURCHASE CONTRACT

Date: 5/31/24
 Quote #: DE-07929
 Type: Cash
 Salesperson: Darren Simon
 PO #: _____

Bill To: **PROS-007410**
 Village of Bartlett
 228 South Main Street
 Bartlett IL 60103
 P:(630) 837-0811

Ship To:
 Village of Bartlett
 228 South Main Street
 Bartlett, IL 60103

Stock#:	VIN:	0 PETERBILT 548	Price:	\$140,846.50
		PDI & DELIVERY - SOURCED GOODS		<u>\$420.00</u>
			Per Unit:	\$141,266.50
Stock#:	VIN:	0 PETERBILT 548	Price:	\$140,846.50
		PDI & DELIVERY - SOURCED GOODS		<u>\$420.00</u>
			Per Unit:	\$141,266.50
Stock#:	VIN:	0 PETERBILT 548	Price:	\$140,846.50
		PDI & DELIVERY - SOURCED GOODS		<u>\$420.00</u>
			Per Unit:	\$141,266.50
			Total Price	\$423,799.50
			Documentation Fee	\$300.00
			Title Fee	\$495.00
			Plate Fee	\$24.00
			Total	\$424,618.50

***** Peterbilt Motors Company Sourcewell Contract #060920-PMC. *****

Order Requirements:

- Signed specs w/ each page initialed
- Signed Purchase Contract
- Customer PO

No Flooring is included, payment for the chassis is expected upon chassis delivery/inspection to the body builder.
 (body will be invoiced separately when delivered complete)

Quote is valid for 90 days or while supplies last.

Price is not protected.

Delivery timeframe is not guaranteed.

Trade values subject to change depending on usage/condition.

IMPORTANT BUYER INFORMATION

1. AS IS SALE. Any warranties from a Manufacturer or other supplier, including warranties on any Dealer-installed Non-Manufacturer accessories, are direct from such Manufacturer or supplier, not Dealers, and only such Manufacturer or other supplier will be liable for performance under those warranties. All goods, services and Vehicles sold by Dealer are sold "AS IS." SEE TERMS AND CONDITIONS SECTION 10 ON REVERSE SIDE.
2. TERMS AND CONDITIONS. The terms and conditions for this purchase and sale are attached.
3. NO ORAL AGREEMENTS. There are no oral agreements regarding the Vehicle(s). Employees, salespersons and managers are not authorized to make any oral representations, agreements or promises about the Vehicle that are not in writing. Any oral representation, agreement or promise not in writing is not a part of this Order and is not binding on Dealer.
4. NON-CANCELLABLE. This transaction is non-cancellable after the Dealer and Buyer sign this Order except as otherwise provided herein.

Purchaser's Initials

Date

BUYER'S REPRESENTATIONS

I have read all terms printed on the front and back of this Order, and I understand and agree to them as part of this Order. I understand that the front and back of this Order, including the Terms and Conditions, comprise the entire agreement for this purchase, and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I also certify that there are no unwritten agreements or understandings and that no credit has been extended by Dealer nor arranged by Dealer for the cash down payment unless it appears in writing on the face of this Order. There are no blanks on this Order. I certify that I am at least 18 years old and acknowledge receipt of a copy of this Order. By signing below, I authorize outside parties to release financial information to the Dealer that includes, but is not limited to, information regarding lien amounts and details regarding the financing of the equipment listed on the face of this Order.

Purchaser's Initials

Date

TERMS AND CONDITIONS OF SALE

The Order on the reverse side hereof includes, and is subject to, the following terms and conditions:

1. **DEFINITIONS AND RELATIONSHIP:** As used in this Order, the terms (a) "Dealer" means the dealership that owns or has a right to sell the Vehicle being sold; (b) "Buyer" means the party(ies) named on the reverse side as Buyer; (c) "Manufacturer" means the company that manufactured the Vehicle or chassis; and (d) "Vehicle(s)" shall mean the vehicle(s) being purchased by Buyer listed on the reverse side of this Order. Dealer is not the agent of Manufacturer. Dealer and Buyer are the only parties to this Order. Reference to Manufacturer is for the purpose of explaining generally the contractual relationships between Dealer and Manufacturer regarding new vehicles.
2. **PRICE CHANGES; MANUFACTURER, BODY-BUILDER OR UPFITTER FEES, COSTS OR SURCHARGES:** Manufacturer, and certain body-builders and upfitters, have reserved the right to change the price to Dealer of new vehicles and or to impose fees, costs or surcharges, without notice. In the event the price to Dealer of the Vehicle(s) is increased by Manufacturer, or a body-builder or upfitter, if applicable, prior to delivery of the Vehicle(s) ordered by Buyer, or Manufacturer, a body-builder or upfitter imposes fees, costs or surcharges, Dealer reserves the right to change the total delivered price of the Vehicle(s) to Buyer to pass thru such fees, costs or surcharges, accordingly, but without markup, overhead or profit to Dealer. Dealer will use reasonable efforts to promptly notify Buyer on receipt of notice of such increase, or imposition of fees costs or surcharges. Any such increase, or imposition of fees, costs or surcharges will not give rise to any right to cancel the Order, provided, however, that as a courtesy, and not as a matter of contractual obligation, Dealer may work with Buyer, and the applicable Manufacturer, bodybuilder or upfitter, regarding any available opportunity to cancel the Order.
3. **TRADE-IN REAPPRAISAL:** If a trade-in for the Vehicle(s) ordered by Buyer is not delivered to Dealer until delivery to Buyer of the ordered Vehicle(s), the trade-in will be reappraised at that time, and such reappraised value will determine the allowance made for the trade-in. If the reappraised value is lower than the original trade-in allowance shown on the front of this Order, Buyer may, if dissatisfied, cancel this Order, provided, however, that the right to cancel must be exercised prior to both the delivery to Buyer of the Vehicle(s) ordered and the surrender of the trade-in Vehicle to Dealer.
4. **EVIDENCE OF TITLE FOR TRADE-IN; REQUIREMENTS FOR TRADE:** Buyer agrees to deliver to Dealer evidence of unrestricted title to any trade-in as a part of the down payment for the Vehicle(s) ordered. Buyer warrants and represents any trade-in to be Buyer's property free and clear of all liens and encumbrances, except as expressly noted on the front of this Order. Buyer warrants and represents that the trade-in was not in a prior accident or has not incurred any frame damage nor is it a municipal, salvage, damaged, rebuilt or flood vehicle, nor has it been the subject of any "lemon" claim. The Buyer further warrants and represents that the odometer of the trade-in was not altered or tampered with prior to its transfer to the Dealer. Additionally, the buyer certifies that all emissions including, but not limited to, the diesel particulate filter, EGR valves, and EGR coolers function properly and will pass industry tests and inspections. When equipped, model year 2008 and newer trade-ins must have a fully functional particulate filter capable of regeneration at normal factory intervals.
5. **TRADE-IN ALLOWANCE.** The trade-in allowance shown on the reverse side may not represent the actual cash value of the Buyer's trade-in(s). Buyer acknowledges that such allowance may be an over allowance for said trade-in(s) in lieu of an additional discount on the purchase price of the Vehicle(s). In the event of any dispute between Buyer and Dealer as it may relate to any trade-in(s) or return of any trade-in or rescission of this Order, Dealer's only obligation as to the trade-in(s) shall be the actual amount received from the sale of the trade-in, less a selling commission of 15% and any expenses incurred in storing, insuring, conditioning or advertising the trade-in for sale, will be returned to Buyer.
6. **TRADE IN PAYOFF.** Dealer has relied on information from Buyer and/or the lien holder of Buyer's trade-in(s) to determine the "Est. Lien Payoff" shown. Buyer understands that the such payoff is only an estimate and may not be the actual amount owed. Buyer directs Dealer to pay off the lien on the trade-in as soon as practical after closing on this transaction. If the payoff balance on the trade-in is greater than the estimated payoff shown, Buyer agrees upon demand to promptly pay the difference to Dealer. If the payoff balance is less than the estimated payoff shown, Dealer shall promptly pay the difference, in Dealer's sole discretion, to either Buyer's lender or Buyer. Buyer acknowledges and agrees that as of the date of this Order that Buyer is or will be transferring title to and ownership of the trade-in(s) to Dealer but that Buyer, and not Dealer, will remain responsible for amounts due to Buyer's lender or lien holder for the trade-in(s) until paid in full, which may be after the date of this Order. Buyer will indemnify and hold Dealer, and any of its shareholders, directors, officers, members, managers, employees, agents, representatives, attorneys, insurers, affiliates, parents, successors and assigns, from any and all claims arising out of, or relating to, amounts that are or become due to Buyer's trade-in lender or lien holder after the date of this Order and prior to the lender or lienholder being paid in full.
7. **BUYER INDEMNITY.** Buyer agrees to indemnify and hold Dealer, its directors, officers, agents, and employees harmless from any and all claims of liability and expenses, including but not limited to, injury to person or property, loss of profit, and reasonable attorney fees, arising out of or in connection with any breach of this Order, or of the Buyer's warranties, representations, and agreements contained in this Order, including but not limited to the representations concerning any trade-ins.
8. **BUYER DEFAULT PRIOR TO DELIVERY; LIQUIDATED DAMAGES:** Unless this Order is canceled by Buyer as allowed by these Terms and Conditions, upon failure or refusal of Buyer to accept delivery of the Vehicle(s) ordered or to otherwise comply with the terms of this Order, Dealer may, at its sole option and discretion cancel the Order and either: a) assess against Buyer liquidated damages of the greater of (i) 5% of the total price which would have been chargeable to Buyer at delivery, or (ii) the actual amount of any cash deposit made by Buyer; or b) decline such liquidated damages and to reserve its claims against Buyer for actual damages and for such other expenses and losses as Dealer may incur or suffer as a result of such default by Buyer, including consequential damages and lost profits. On either election, Dealer will be entitled to offset any cash deposit made by Buyer and, may further sell any trade-in and may offset the proceeds against the amounts due from Buyer. Buyer agrees and acknowledges that it has ordered the Vehicle(s) based on its own needs and for its own purposes and that such Vehicle(s) may not be subject to prompt resale, and that as such determination of actual damages may be delayed or difficult, and that as such the above stated liquidated damages are reasonable and appropriate for this transaction. Buyer further acknowledges and agrees that based on market conditions, such liquidated damages may prove insufficient to compensate Dealer for Buyer's failure to take delivery or other breach and that as such, Buyer has agreed to the above election of remedies as additional consideration to Dealer in agreeing to the Order.
9. **DESIGN CHANGES:** Manufacturer has reserved the right to change the design of any new Vehicle, chassis, accessory, or part at any time without notice, without the obligation to make the same or any similar change upon any Vehicle, chassis, accessory, or part previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. In the event of any such change by Manufacturer, Dealer has no obligation to Buyer to make the same or any similar change in any Vehicle, chassis, accessory, or part covered by this Order, either before or after delivery to Buyer.
10. **DELIVERY LIABILITY LIMITATION:** Dealer will not be liable for failure to deliver or delay in delivering the Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer. Buyer agrees that Buyer is not entitled to recover from Dealer any consequential damages, damages to property, damages for the loss of use of the Vehicle(s), loss of time, loss of profits or income, or any other incidental damages which may result from failure to deliver or delay in delivery of the Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer, including, but not limited to, Manufacturer's failure to produce or deliver the Vehicle(s).

11. TAXES: The total taxable price for the Vehicle(s) ordered does not include sales, use, excise, or other taxes (Federal, State or local). Buyer assumes and agrees to pay, unless prohibited by law, any such taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability.

12. WARRANTY DISCLAIMER:

A. IN THE EVENT A VEHICLE IS EITHER A NEW VEHICLE, DEMONSTRATOR, OR A USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ON SUCH VEHICLE. FURTHER, DEALER NEITHER MAKES NOR AUTHORIZES ANY OTHER PERSON TO MAKE ON DEALER'S BEHALF, ANY WARRANTY IN CONJUNCTION WITH THE SALE OF ANY VEHICLE. AS TO ANY MANUFACTURER'S WARRANTY WHICH MAY BE EXTENDED TO BUYER BY MANUFACTURER, DEALER SPECIFICALLY DISCLAIMS ANY LIABILITY THEREUNDER, SUCH MANUFACTURER'S WARRANTY BEING BETWEEN BUYER AND MANUFACTURER ONLY.

B. UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, ALL VEHICLES ARE SOLD "AS IS," AND THE DEALER DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

C. IN THE EVENT A VEHICLE IS A USED VEHICLE SUBJECT TO FEDERAL TRADE COMMISSION RULES REQUIRING THE POSTING OF A "BUYER'S GUIDE" THE INFORMATION ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT, INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THIS ORDER.

D. Buyer has selected the Vehicle(s) and any configuration or options, and has not relied on the Dealer for such selection.

E. Dealer is not part of any aftermarket or third-party service contract or warranty which may be sold by Dealer. Buyer will look only to the third-party seller of any such aftermarket service contract or warranty, and not to Dealer, for any remedy or recourse.

13. DAMAGE DISCLOSURE:

A. NEW VEHICLE, DEMONSTRATOR, EXECUTIVE OR MANUFACTURER'S VEHICLE OR PROGRAM VEHICLE: Damage to a new Vehicle (including to all mechanical components, electrical components, sheet metal, paint, trim or other appearance items) may occur either at the factory during assembly, while the Vehicle is being transported to Dealer, or while in Dealer's possession awaiting sale. Normally, any damage which occurs during assembly is detected and corrected at the factory during the inspection process. Damage which has been repaired by the Manufacturer prior to delivery to Dealer, since generally unknown to Dealer, will not be disclosed.

B. USED VEHICLES: Since a used Vehicle has been subject to use and possibly to body and mechanical damages, the Vehicle may have been subject to repairs for mechanical reasons or to enhance appearance for sale. Such repairs may include body work and painting of the Vehicle. Since (i) Buyer has the right to inspect the Vehicle, (ii) Dealer generally lacks knowledge of all prior repairs, and (iii) there is uncertainty as to what may be deemed material to Buyer. Dealer makes no representations as to former damage or as to whether the Vehicle was in a prior accident, bad frame damage or incurred any other damage that would affect the condition of the vehicle or its value.

14. ODOMETER DISCLAIMER: The mileage shown on the odometer of the Vehicle(s) sold or leased is believed by Dealer to be the actual mileage of the Vehicle(s) unless otherwise disclosed. However, Dealer makes no warranties or representations as to the actual mileage that the Vehicle has been driven, and expressly disclaims any liability for damages which may be asserted by Buyer, or Buyer's transferees or assigns, in the event the mileage shown is incorrect. Should the vehicle subject to this Agreement be subject to the Federal Odometer Statute, the Odometer Statement provided by the Dealer shall control.

15. COLOR OR EQUIPMENT CHANGE: If the Vehicle(s) ordered is received by Dealer with a different color or equipment, Buyer will be notified. If Dealer and Buyer reach an agreement as to purchase of the Vehicle(s), a new Order shall be completed by Dealer and Buyer covering the Vehicle(s) received; and the new Order will take the place of this Order and this Order will be null and void.

16. OTHER DOCUMENTS: The Buyer, before or at the time of delivery of the Vehicle, will sign such other documents as may be required by the terms and conditions of payment indicated on the front of this Order.

17. SAVINGS CLAUSE. GOVERNING LAW AND VENUE: Any provisions of this Order prohibited by State or Federal Law will be ineffective to the extent of such prohibition, but shall not invalidate the remaining provisions of this Order. This Order shall be governed by the laws of the State in which it is written, and Buyer agrees that the state court of the county in which the Dealer is located shall be the court of exclusive jurisdiction and venue with respect to any disputes arising from or related to this Order.

18. ARBITRATION: Any dispute arising out of or relating to this Order shall be resolved by binding arbitration before a single arbitrator pursuant to the Arbitration Rules of Resolute Systems, Inc. in effect on the date of this Order. Buyer acknowledges that in partial consideration for the agreements, covenants and representations of the parties hereto that he/she/it has or shall upon signing this Order or thereafter upon presentation by Dealer sign a separate arbitration agreement with Dealer, the terms and conditions of which are incorporated in this Order and made a part hereof.

19. FINANCING. Dealer intends to assign to a third-party lender any retail installment contract executed by Buyer for the purchase of the Vehicle(s). Buyer understands and agrees that Dealer SHALL NOT BE OBLIGATED TO SELL the Vehicle(s) to him/her/it unless a third-party lender accepts the assignment of the retail installment contract signed by the Buyer. The Order and retail installment contract may be cancelled at any time by Dealer, if Dealer determines in its sole discretion that it cannot obtain third party lender approval and may be cancelled by either party within twenty-one (21) days hereafter if such approval is not obtained on the agreed terms within such time. Additional terms may apply as set out in the retail installment contract and/or a finance rider. Buyer agrees to provide Dealer with a true, correct and complete credit application and cooperates fully in obtaining financing, including providing supporting documentation and Buyer acknowledges that Dealer is solely relying on the accuracy of such information. In the event the Order is terminated as provided herein, Dealer shall return any monetary deposit made by Buyer to Dealer and Buyer agrees to return the Vehicle(s) to Dealer upon demand. In the event that Buyer does not return the Vehicle(s) as required herein, the Dealer may repossess the Vehicle(s) and Buyer shall be liable for all costs, expenses and reasonable attorneys' fees incurred by Dealer related to such repossession and any damages to the Vehicle(s).

20. FAILURE TO DELIVER TRADE-IN VEHICLE OR TITLE. If Buyer fails to deliver any trade-in or good title to such Vehicle(s) on or before the time of delivery of the Vehicle(s) to Buyer, this Order shall remain in full force and effect unless cancelled by the Dealer, except that at the election of the Dealer, there shall be immediately due and payable from the Buyer to Dealer the amount of the gross-trade in allowance plus all applicable taxes.

21. SECURITY INTEREST IN TRADE-IN. By signing this Order, Buyer grants to Dealer a security interest in the trade-in Vehicle(s) to secure Buyer's obligations under this Order and the other documents executed herewith. In the event of a breach of the Order by the Buyer, Dealer may exercise all rights of a secured party under the Uniform Commercial Code with respect to the trade-in. Buyer agrees to execute any and all documents reasonably required by Dealer to perfect Dealer's security interest granted herein.

22. **PROMISSORY NOTE/ADDITIONAL CHARGES.** Any additional sums due pursuant to the terms of this transaction may be evidenced by a promissory note executed by Buyer in favor of Dealer. In the event any payment made by Buyer to Dealer is in the form of a check which is dishonored for any reason, Buyer shall pay a service charge to Dealer in the amount of \$100.00 plus any and all other compensatory and any other credit related costs under applicable law.

23. **SUCCESSION.** This Order is binding and shall inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns, except that Buyer may not assign this Order or any interest therein, in whole or in part, without the prior written consent of Dealer.

24. **REBATE.** If a rebate from the Manufacturer is reflected on the reverse side of this Order, Buyer understands that such rebate is being subtracted from the total amount due as a courtesy to the Buyer. If Buyer does not qualify for the Manufacturer's rebate indicated on this Order, Buyer agrees to pay the amount of the rebate plus applicable taxes to Dealer within three (3) days after demand by Dealer.

25. **OTHER DOCUMENTS; CORRECTION.** The Buyer shall at any time upon demand by Dealer, even if such demand is after the date of this Order, execute such forms, agreements, or other documents as may be reasonably required to complete the transaction contemplated by this Order, or to evidence correction of mathematical or scrivener's errors.

26. **REPOSSESSION.** In addition to any other remedies that may be available to Dealer, in the event Buyer is unable to secure financing to purchase the Vehicle(s), Buyer's down payment check(s) do not clear or are not honored, or Buyer is otherwise in default of this Order or other written agreement related hereto, prior to full payment to dealer, and Buyer refuses to return the Vehicle(s) as required herein, Buyer authorizes Dealer to repossess the Vehicle(s) with or without legal process pursuant to applicable law.

27. **RIGHT TO INSPECT-FINAL ACCEPTANCE OF VEHICLE.** The Buyer acknowledges that he/she/it has been given an opportunity to thoroughly inspect the Vehicle(s) prior to taking delivery and that by taking delivery the Buyer accepts the Vehicle(s) in the condition on the date of this Order with all defects or non-conformities. For pre-owned Vehicle(s), except as otherwise required by law, Buyer accepts the Vehicle(s) in an "AS IS" condition. Receipt of delivery of the Vehicle(s) hereunder constitutes the Buyer's acknowledgment that the Vehicle(s) conforms to this Order and constitutes the Buyer's unqualified acceptance of the Vehicle(s), including pursuant to Section 2-606 of the Uniform Commercial Code.

28. **LIMITATIONS ON TIME PERIOD IN WHICH BUYER CAN FILE A LAWSUIT OR ARBITRATION CLAIM (AS APPLICABLE) AGAINST THE DEALER:** Buyer agrees that any arbitration claim (if applicable) or lawsuit arising out of or related to the purchase or lease of the Vehicle(s) described herein against the Dealer must be filed no more than 365 days after the date of the delivery of the Vehicle. While Buyer understands that the statute of limitations for claims arising out of the purchase of the Vehicle(s) may be longer than 365 days, Buyer agrees to be bound by the 365 day period of limitations as set forth herein, and BUYER WAIVES ANY STATUTE OF LIMITATIONS TO THE CONTRARY. This provision shall not apply to any action to enforce any retail installment contract, if any, executed in connection herewith.

29. **NOTICE TO DEALER OF DEFECTS OR CLAIM.** Buyer agrees to give Dealer prompt written notice, but in no event more than twenty-one (21) days after discovery, of any alleged defect or nonconformity related to the Vehicle(s) and afford Dealer, in its sole discretion, the reasonable opportunity to correct or repair such defect or nonconformity.

30. **TITLE.** The parties hereto agree that the title to the Vehicle(s) shall not pass to the Buyer until such time as Buyer has fully performed all of his/hers/its obligations contained herein.

31. **VEHICLE EMISSION LAW.** Dealer makes no representations or warranty that the Vehicle(s) sold hereunder passed, or will pass, any inspection required by any state vehicle emission inspection law. Compliance is the responsibility of the Buyer.

32. **CONSEQUENTIAL DAMAGES.** Buyer shall not be entitled to recover from Dealer any consequential or incidental damages for loss of use, loss of time, loss of profit or income, or any other incidental damages including, without limitations, any damages arising from liability on breach of warranty, contract, tort, strict liability or any other statutory or common law theory of liability or punitive damages.

33. **ATTORNEYS FEES.** In the event of any breach of this Order or default by Buyer, Dealer shall be entitled to collect all costs and expenses incurred by Dealer, including, but not limited to, reasonable attorneys' fees from Buyer, in addition to any other damages permitted by law, related to the enforcement of this Order.

34. **SEVERABILITY.** Buyer and Dealer agree that if any portion of this Order is deemed unenforceable, or is contrary to any applicable statute, administrative code, or state mandated form of agreement or contract, then only that portion of the Order shall fail, the remainder of the Order shall remain in force.

35. **WAIVER OF CLASS ACTION.** TO THE EXTENT PERMITTED BY LAW, BUYER AGREES NOT TO BRING, JOIN, OR PARTICIPATE IN ANY CLASS ACTION AS TO ANY CLAIM, DISPUTE, OR CONTROVERSY AGAINST DEALER, ITS EMPLOYEES, OFFICERS, DIRECTORS, AND ASSIGNS. BUYER AGREES TO THE ENTRY OF INJUNCTIVE RELIEF BARRING ANY SUCH ACTION AND TO PAY ALL OF DEALER'S ATTORNEYS' FEES AND COURT COSTS INCURRED IN SEEKING SUCH RELIEF. THIS PROVISION DOES NOT CONSTITUTE A WAIVER OF BUYER'S RIGHTS AND REMEDIES TO PURSUE A CLAIM INDIVIDUALLY AS OTHERWISE AGREED TO BETWEEN THE PARTIES.

36. **WAIVER OF JURY TRIAL.** THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS ORDER OR RELATED, DIRECTLY OR INDIRECTLY, TRANSACTION HEREUNDER AND AGREES THAT ANY ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER.

Village of Bartlett		Sales Representative	
Purchaser's Name		Manager	
Purchaser's Signature	Date		

AGREEMENT AND ACKNOWLEDGMENT
REGARDING PRICE INCREASES, SURCHARGES, FEES AND COSTS

Vehicle Order: DE-07929

Buyer: Village of Bartlett

Dealer: Peterbilt Illinois Joliet, Inc dba JX Truck Center

Date: 5/31/24

Dealer, and its manufacturers, bodybuilders, upfitters and other suppliers are experiencing unprecedented cost increases resulting from global supply shortages, including the pandemic, increased demand for electronic chips, and scarcity of certain raw materials. Dealer is faced with incredible volatility in its business, accordingly, particularly for non-commodity units and chassis. In order to manage that volatility, and to enter into the above vehicle order, Dealer requires the right to pass such increases through to the Buyer. Accordingly, and as additional consideration to Dealer relative to the above-referenced sale, the parties agree that Manufacturer, and certain body-builders and upfitters, have reserved the right to change the price to Dealer of new vehicles and or to impose fees, costs or surcharges, without notice. In the event the price to Dealer of the Vehicle(s) is increased by Manufacturer, or a body-builder or upfitter, if applicable, prior to delivery of the Vehicle(s) ordered by Buyer, or Manufacturer, a body-builder or upfitter imposes fees, costs or surcharges, Dealer reserves the right to change the total delivered price of the Vehicle(s) to Buyer to pass thru such fees, costs or surcharges, accordingly, but without markup, overhead or profit to Dealer. Dealer will use reasonable efforts to promptly notify Buyer on receipt of notice of such increase, or imposition of fees costs or surcharges. Any such increase, or imposition of fees, costs or surcharges will not give rise to any right to cancel the Order, provided, however, that as a courtesy, and not as a matter of contractual obligation, Dealer may work with Buyer, and the applicable Manufacturer, body-builder or upfitter, regarding any available opportunity to cancel the Order.

This Agreement and Acknowledgment Regarding Price Increases, Surcharges, Fees and Costs will govern over any other or conflicting document on the issue of pricing and price increases.

DEALER:
Peterbilt Illinois Joliet, Inc dba JX Truck Center
535 E. South Frontage Road
Bolingbrook IL 60440

BUYER:
Village of Bartlett
228 South Main Street
Bartlett, IL 60103

By: _____
Print: _____

By: _____
Print: _____



1051 W 7th St
 Monroe, WI 53566
 Sales Rep: Tim Reynolds
 Ph: 815-275-0223
 www.MonroeTruck.com

J.O. #
 Quotation ID: 9KK1000376
 Date: 5/30/2024
 Valid thru: 6/29/2024
 Terms: NET 30
 Quoted by: Kaden King
 Ph/Fax: 608-329-8322 /



Quoted to:
 BARTLETT, VILL OF (ATTN: MIKE WARMUS)
 1150 BITTERSWEET DR
 BARTLETT, IL 60103
 Ph: 630-837-0811 / Fax: 630-837-9043
 Email:

BARTLETT, VILLAGE OF

Chassis Information

Year: 2025	Make: PETERBILT	Model: 548	Chassis Color: SPARTAN BLUE	Cab Type:
Single/Dual: DRW	CA: 102.0 CT:	Wheelbase:	Engine: DIESEL	F.O. Number #:
				Vin:

Notes:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
** WHEN CHASSIS CHASSIS IS ORDERED VERIFICATION OF EQUIPMENT FITMENT IS REQUIRED. CHARGES MAY APPLY **	

DUMP BODY - 10', 5-7 YARD CAPACITY, CRYSTEEL GLADIATOR

- SIDES: 26", 7GA STAINLESS STEEL
- FRONT: 36", 7GA STAINLESS STEEL
- REAR : 36", 7GA STAINLESS STEEL
- FLOOR: 1/4" AR400 9" RADIUS
- WESTERN UNDERSTRUCTURE
- 3/8" X 1 1/2" FLAT WALK RAIL BOTH SIDES
- FULL RIBBED TAILGATE WITH AIR TRIP
- SLIDE-OUT LADDER & GRAB HANDLE ON LEFT AND RIGHT SIDE OF BODY
- REFLECTIVE TAPE ACROSS THE BACK OF THE CAB AND SIDES OF BODY
- SELF ADJUSTABLE 87-107 DB BACKUP ALARM
- RECESSED LED S/T/T AND BACKUP LIGHTS WITH SEALED WIRE HARNESS
- CAB SHIELD, SINGLE, 100% WELDED
- FORK AND LOOP STYLE SHOVEL HOLDER
- ONE PAIR 10' PAINTED DOUGLAS FIR SIDE BOARDS; INCLUDES CENTER SUPPORT
- GRAB HANDLES
- STEEL SPLASH GUARDS IN FRONT OF REAR WHEELS - FRAME MOUNTED
- RUBBER REAR FLAPS
- BARE STAINLESS NOT PAINTED

CRYSTEEL RC750 SUBFRAME HOIST

- 17.2 TON CAPACITY
- 2000 P.S.I.
- FULLY GREASABLE HINGE AND ROLLERS
- DOUBLE ACTING

WHELEN ILL DOT STATE SPEC 72"

- 72" JUSTICE LED LIGHT BAR MOUNTED ON ROOF
- REAR BODY LED STROBES MOUNTED IN CORNER POST
- LED S/T/T MOUNTED IN REAR POST, PINTLE PLATE AND ON TOP OF CAB SHIELD
- LED BACK UP LIGHT MOUNTED IN REAR CORNER POST
- 2 AMBER AND 1 CLEAR STROBE INSTALLED OUTSIDE THE CORNER POST ON EACH SIDE
- 2-YEAR WARRANTY

PINTLE MOUNT;

- 1" PLATE WITH 3/4" D-RINGS (NO HITCH)
- PREMIER 2200 50 TON PINTLE HOOK
- 7-WAY CONNECTOR, ROUND SOCKET, ROUND SPIT PIN STYLE

PRE-WET

- 240 GALLON BEHIND THE CAB TANKS WITH SS MOUNTING
- BULK FILL AND FLUSH KIT
- SPRAY BAR IN SPREADER TROUGH



Description

Amount

MANUAL/ELECTRIC HYDRAULICS PACKAGE

- HOT SHIFT PTO WITH TXV92 PUMP
- HOIST: 4WAY/3POS, W/500 PSI A PORT RELIEF, 40 GPM
- MANUAL LOAD SENSE MID-INLET SECTION, 2500 PSI MAIN RELIEF
- PLOW LIFT: 4 WAY/3POS, 20 GPM, MANUAL
- PLOW ANGLE: 4 WAY/3POS, 20 GPM, MANUAL
- PRE-WET: 2 WAY, 7 GPM
- AUGER: 2 WAY, 14 GPM
- SPINNER: 2 WAY, 7 GPM
- 30 GALLON CAPACITY HYDRAULIC RESERVOIR WITH INTERNAL FILTER
- FILLER/BREATHER CAP, LEVEL/TEMP SIGHT GLASS, 3/4" MAGNETIC PLUG,
- 60 P.S.I. CONDITION INDICATOR
- ENCLOSURE WITH WEATHER TIGHT COVER
- HYDRAULIC ENCLOSURE WILL BE MOUNTED ON FRAME RAIL
- RESERVOIR AND ENCLOSURE TO BE STAINLESS STEEL
- MANUAL LEVER CONTROLS
- FORCE 6100 STAND ALONE SPREADER CONTROL
- PRECISE GPS KIT WITH PLOW SENSOR FOR 6100 CONTROL

INCLUDED

- (3) CAMERA SYSTEM WITH WASH
- VIEWED VIA 6100 SPREADER CONTROL HEAD

MC7082 QUICK HITCH WITH FOLD FLAT LIFT ARM, MOUNTED AS CLOSE TO HOOD AS POSSIBLE

- CYLINDER; 4X10 DA; NITRIDED ROD
- CHEEK PLATES
- BUMPER WELDMENT
- PLOW LIGHTS; ABL COMPOSITE HOUSING; BLACK
- SS PLOW LIGHT BRACKETS MOUNTED ON O.E. HOOD MIRRORS

MONROE MP41R11-ISCT; FULL MOLDBOARD TRIP REVERSIBLE PLOW

- 10 GAUGE ROLL FORMED STRAIGHT MOLDBOARD
- (6) 1/2" X 4" TAPERED, ONE-PIECE FLAME CUT RIBS
- 2" X 3" X 3/8" TOP MOLDBOARD ANGLE
- 4" X 4" X 3/4" BOTTOM MOLDBOARD ANGLE
- HORIZONTAL MOLDBOARD BRACE ANGLES
- 5/8" X 8" ONE-PIECE TOP PUNCH CUTTING EDGE
- DUAL COMPRESSION TRIP SPRING ASSEMBLIES
- 4" X 4" X 3/8" CROSS-TUBE SUPPORT
- 3-1/2" X 3-1/2" X 1/2" SEMI-CIRCLE
- (2) 3" X 10" DOUBLE ACTING POWER REVERSE CYLINDERS WITH CUSHION VALVE
- BUILT-IN MONROE LEVEL LIFT ASSEMBLY
- MOLDBOARD AND PUSHFRAME 100% CONTINUOUSLY WELDED
- MOLDBOARD POWDER COATED ORANGE
- PUSH FRAME POWDER COATED BLACK
- 42" ORANGE CABLE MARKERS
- PAIR OF WRAP-AROUND CURB GUARD (6")
- MONROE MC6000 QUICK HITCH; PLOW PORTION; 175#
- PAIR OF 3" X 8" STEEL WHEELS WITH SCREW ADJUSTABLE JACK ASSEMBLIES; 160#
- MAIL BOX CUT-OUT RIGHT SIDE
- 3/8" RUBBER SNOW DEFLECTOR

MONROE STAINLESS MS966RF REV FLIGHT SPRDR,96" WIDE, 7GA, GEAR BOX DRIVE, LEFT DISCHARGE

- 7 GA. TROUGH
- 1/4" END PLATES
- FULL OPENING TOP AND BOTTOM CLEAN-OUT DOORS
- 6" AUGER DIAMETER
- QUICK DETACH MOUNTING BRACKETS
- TAILGATE SHIELDS
- SPINNER; LH STAINLESS STEEL FRAME W/ POLY DISC
- 3 LIGHT L.E.D. BAR ASSEMBLY FOR TAILGATE SPREADER; STAINLESS STEEL; TE INSTALL
- APPLICATION RATE SENSOR INSTALLED IN AUGER MOTOR
- CLEAR WORK LIGHT
- BARE STAINLESS
- INSTALLED

Quote Total: \$111,615.00



**** DUE TO CURRENT MARKET CONDITIONS, IF THE CHASSIS WILL NOT BE ON-GROUND AT MONROE TRUCK EQUIPMENT WITHIN 240 CALENDAR DAYS OF ORDER DATE, WE WILL REQUIRE A MINIMUM 50% DOWN PAYMENT BEFORE THE 210TH DAY. IF YOU ARE NOT ABLE TO PROVIDE A DOWN PAYMENT, YOUR MUNICIPALITY COULD BE SUBJECT TO A MINIMUM OF 3% - 5% PRICE INCREASE ON BID PRICE AT TIME OF INVOICE!**

Down Payment Due Date: _____

Additional Options:

Description	Amount	Add to quote? Yes / No
QUOTE ONLY: CLASS 7 & 8 CHASSIS VPROTECT CHECK 360 INSPECTION AT MONROE LOCATION	\$875.00	Yes / No
<p>MONROE TRUCK EQUIPMENT'S MUNICIPAL INSPECTION HELPS MUNICIPALITIES SAVE TIME, STRESS AND MONEY WITH OUR FOUR STEP PREVENTATIVE MAINTENANCE APPROACH: INSPECT, DETECT, CORRECT AND PREVENT. DURING OUR VPROTECT CHECK 360 INSPECTION, OUR TEAM WILL EXAMINE EVERYTHING FROM THE PLOW TO THE SPREADER AND ALL EQUIPMENT IN BETWEEN. PREVENTATIVE MAINTENANCE WILL EXTEND THE LIFE CYCLE OF YOUR VEHICLE AND REDUCE DOWNTIME BY PREVENTING POSSIBLE UNEXPECTED REPAIRS.</p> <p>** DOES NOT INCLUDE EXTENDED WARRANTY ***</p>		
24 MONTH EXTENDED WARRANTY FROM ORIGINAL 1 YEAR WARRANTY - INCLUDES V-PROTECT AT MONROE LOCATION	\$5,185.00	Yes / No

Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units): <input type="checkbox"/> Fleet <input type="checkbox"/> Retail	MSO/MCO (ONLY check if legally required): <input type="checkbox"/> MCO <input type="checkbox"/> MSO	
Customer Signature:	Customer P.O. Number: 4511545173	Date of Acceptance:



. General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc.

SCOPE AND VALIDITY

- 1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.
- 1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.
- 1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

- 2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.
- 2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.
- 2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").
- 2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.
- 2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.
- 2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.
- 2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

- 3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.
- 3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests. In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

- 4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.
- 4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.
- 4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.
- 4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

- 5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's

Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1, and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever. In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Seller shall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM - WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT - SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 0, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for *forum non conveniens*) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.