

VILLAGE OF BARTLETT
BOARD AGENDA
APRIL 18, 2023
7:00 P.M.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. ***CONSENT AGENDA***
All items listed with an asterisk are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the General Order of Business and considered at the appropriate point on the agenda.*
6. **ADJOURN TO EXECUTIVE SESSION:** To Discuss Appointment of Legal Counsel
Pursuant to Section 2(c)1 of the Open Meetings Act
7. **RECONVENE BOARD MEETING**
- *8. **MINUTES:** Special Meeting Board Minutes March 16, 2023; Public Hearing Minutes April 4, 2023; Board Minutes April 4, 2023;
Committee Minutes-March 21 and April 4, 2023
- *9. **BILL LIST:** April 18, 2023
10. **TREASURER'S REPORT:** February, 2023
Sales Tax Report – February, 2023
Motor Fuel Tax Report – February, 2023
11. **PRESIDENT'S REPORT:**
A. Police Officer Chris Pearson Retirement Proclamation
B. Arbor Day Proclamation
C. Village Attorney Appointment
12. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
13. **TOWN HALL:** (Note: Three (3) minute time limit per person)
14. **STANDING COMMITTEE REPORTS:**
 - A. **BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS**
 1. Ordinance Approving an Amendment to the Planned Unit Development Special Use Permit in Accordance with a Fourth Site/PUD Plan Amendment for the Streets of Bartlett, and Approving a Final Site/PUD Plan and Granting Major Design Exceptions for Aldi
 - *2. Resolution Approving Grasslands Phase Two Public Improvements Completion Agreement
 - B. **COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY**
 1. None
 - C. **FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE**
 - *1. A Resolution Adopting the Village of Bartlett Budget For Fiscal Year 2023/2024
 - *2. Ordinance Reserving 2023 Volume Cap for Private Activity Bond Issues and Related Matters
 - D. **LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN**
 - *1. Resolution Approving of the Janitorial Services Agreement Between the Village of Bartlett and Alpha Building Maintenance Services
 - *2. Ordinance Creating a Class C Liquor License
 - E. **POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI**
 - *1. Resolution Approving of the First Amendment Agreement Between the Village of Bartlett and School District U-46 Providing for a School Resource Officer
 - F. **PUBLIC WORKS COMMITTEE, CHAIRMAN LAPORTE**
 - *1. Ordinance Authorizing the Sale by Internet Auction of Surplus Property Owned by the Village of Bartlett
15. **NEW BUSINESS**
 - A. Shri Corporation DBA Valley Liquor and Wine Class C Liquor License Request
16. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
17. **ADJOURNMENT**



VILLAGE OF BARTLETT
SPECIAL MEETING BOARD MINUTES
March 16, 2023

1. CALL TO ORDER

President Wallace called the Special Meeting on March 16, 2023 of the President and Board of Trustees of the Village of Bartlett and the Bartlett Park District Board 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, Public Works Director Dan Dinges, Assistant Public Works Director Tyler Isham, Planning and Development Director Kristy Stone, and Village Clerk Lorna Giles.

Bartlett Park District: President Lori Palmer, Vice-President Diana Gunsteen, Treasurer Theodore J. Lewis, Commissioner Susan Stocks, Commissioner Dale Ann Kasuba, Commissioner Jody Fagan, Executive Director Rita Fletcher.

Commissioner Stephen Eckelberry was absent.

3. PUBLIC COMMENT

Terry Witt, 471 S. Western

Mr. Witt thanked both groups for meeting tonight. He thanked the village board for adopting the new bike plan. He asked them not to forget the pedestrians and bicyclists. He spoke about two community Zoom meetings to reinforce the moms who make every effort to protect their children. He thought that the village has a great Bike & Run Committee and thought there was good collaboration.

4. WORKING TOGETHER

President Wallace stated that the origin of this meeting was at their Strategic Planning session. Part of it started when they decided to remove Bartlett Park from village ownership. There was discussion about the parks that the village owned and what will happen to those and what the park district's plans are so we aren't guessing. He would like to be on the same page for future plans we have for the other open spaces that the village owns.



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A. How we can collaborate

President Wallace stated that another big issue that he has had 5-7 meetings about this with the Raiders, Little League, travel teams, over the past nine years. Who is going to maintain these facilities? The problem is parents see other facilities. He asked the park district how they can corroborate.

B. Bike Paths

Planning & Development Director Kristy Stone stated that whenever a new residential subdivision is coming into the village, one of the first things they tell them is to contact the park district to see if they will require a land donation or cash in lieu of land donation. The park district has their own strategic plan, so they typically meet with the developer at that point. This assures that they will plan things together in a collaborative effort. Once the park district lets the village know that there is not a suitable location for a park, the village gives them an estimated bedroom count so they can figure out what their cash donation requirement from the developer would be. The village collects the donation as part of each building permit. This has been in place for years. Grasslands gave a complete land donation and there was no cash as part of that. The park district is a representative at their Bike & Run Advisory Committee and they are stakeholders in the bike and pedestrian plan.

Public Works Director Dan Dinges stated that the village worked with the park district on bike paths over the years and pipeline bike path bids. The village is doing a lot of the resurfacing on the current bike path. We are under design with South Bartlett and bike paths from Pipers and the library north up to the horse farm. The park district is looking at the stretch going south from Pipers down to Stearns. We are always coordinating when we need to remove a tree or save a tree. We have worked quite a lot together with paths, snowplowing and who is doing what. They also worked together on restorations by Francine. They are also working upstream on the Country Creek stabilization. There is a big ravine and a lot of erosion. They are also working on Leiseberg with a creek issue. He stated that the village and the park district work well together and share owned equipment.

Executive Director Rita Fletcher stated that they work really well with the village staff.

Trustee Gunsteen stated that he agrees that the park district and the board have a good rapport. He stated that everyone says that Bartlett has great parks that are well maintained. They operate on a different budget than the village and do a great job. He would like an update on the D.R. Horton project and the collaboration between the park district and the village as far as the underpass goes. He asked where the bike paths lead. He continually hears about connectivity between suburbs. Is there an opportunity to put bike paths in the industrial park to connect. He spoke about the Castle Creek subdivision which doesn't have



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a bike path to bring them to Koehler fields. He thought it was important to continue to work together for connect ability.

Mr. Dinges stated that in the Brewster Creek Business Park they are looking at West Bartlett and Munger and stated that there is not a crossing. There are ADA requirements that will involve cutting out some of the pavement on the west end to make the connection.

Commissioner Kasuba stated that she could not get to that path.

Mr. Dinges stated that to the south they had Brewster Creek build it along the wetland area and it will continue all the way down to Stearns. This is in for permitting. DuPage County just did an RFP for engineering and that will include a bike path on Stearns, from Munger, all the way to the state park. That will be a huge connection. They are also redoing the paths within the business park. The Grasslands will have a connection on the east property and a path connecting into the south side. It will go north and up towards the traffic under the Route 59 bridge, through the forest. They are awaiting IDOT review comments. If you are driving north on Route 59, under Lake Street, look to the right on the east side. There is an embankment wall that slopes down from the bridge that is cut out and the bike path is put in. This is the same concept that they are looking to do under Route 59. It will run south of the tracks and all the way out to Naperville Road. There will also be a pedestrian crossing across the tracks on Naperville.

In Stage 2 of the Grasslands, they are required to build a bike path that will go all the way up to Spaulding. It will connect the Villa Olivia area.

Trustee Gandsey asked where she goes for mapping.

Mr. Dinges stated that there is a map that shows existing paths and goals for future extensions.

Trustee Gandsey asked for a route from here to Wisconsin.

Ms. Stone stated that her guess would be that the land they are using is probably Kane County. This only a small portion of the village that is within Kane County so it kind of stops.

Trustee Gunsteen asked if there was a plan to take the path that is going to go under Route 59 and connect it to the other underpass by Lake Street.

Mr. Dinges stated that the hurdle they have right now, involves going through residential.



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They just had a meeting with IDOT and they are improving the Shales and Lake intersection. There will be a bike path on the south side of Lake Street all the way to Lambert. These projects are in the works over several years.

Commissioner Kasuba stated that they are going to go under Route 59 east/west and over Route 59 north/south. North on Route 59, they put in a bike path on the east side of the street by the Jain Society. It exists but is not connected.

Mr. Dinges stated that it went to Baytree and then they have bike route signage along Baytree and all the way to the downtown.

President Wallace asked who funded the tunnel under Route 25.

Mr. Dinges stated it was the Kane County Division of Transportation. It was part of the Stearns Road bridge improvement.

They talked about the beautiful bridge over County Farm Road.

5. COMMON ISSUES

A. Discussion of Bartlett Park District Future Plans

President Lori Palmer stated that since so many of the village board is new, she wanted them to know about the Park District Board. They are a board of seven, they each have a six-year term, unpaid. They have 126 years of total experience. Their mission statement is: "we create fun by providing the finest in parks, programs and recreational facilities for our community". Their vision statement is "we strive to create lasting memories for our community by enthusiastically responding to and serving the recreational and leisure needs". They also have a strategic plan and they redo every 3-5 years. They also do a community survey every 10 years. They also do a master plan every 10 years. All of their plans will need updating in the next couple of years and that is part of the strategic plan. The board took a parks tour to begin discussion on the future of certain parks. They have forty-three parks which encompass six hundred acres and thirty-six playgrounds.

Vice President Diana Gunsteen stated that when she first got on the board, she did not realize how many parks and property the park district actually manages. People see the park district as the community center or soccer. They have an intergovernmental agreement down at the nature center between the State and County, Villa Olivia and the golf course. Their budget is roughly \$15M per year. Less than half of that comes from property taxes. Over the last couple of years, when they were not running programs, kids



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were not playing soccer, the pool was not open for almost two years, their budget was down by almost 30 percent. She has been on the board for six years. They have had to really scale back. They try to find grant money. With COVID, they received no federal assistance. They have a schedule for what they want and need to do. They have to replace the HVAC system in some of the buildings and the dehumidifier at the pool. They have big ideas for “wants” and they are trying to come up with a plan to get those things done.

B. Overlapping Opportunities

President Wallace asked about the top couple of things they would like to accomplish next (similar to Bartlett Park). It was controversial for the village to give it away. What is the next big thing on their horizon.

Trustee Gunsteen mentioned turf fields.

Ms. Fletcher stated that a turf field costs \$1M each. They toured the parks and anticipated where they would put a field like this. They are looking at what’s next and what the community wants as well as what do they have to do to make it happen.

Trustee Gunsteen stated that he is very involved with baseball and the Raiders. The number one thing that he hears is “turf fields”. They don’t want rain-outs. We have a community that is so tight and you can go in any business and you will see someone in a sports organization. People don’t want to leave Bartlett but some people think their kids are excellent baseball or football players, they choose to go to towns that have put 100% of their efforts into their youth sports programs. They see that it keeps the community tight, keeps the kids and that money in our town. He thinks the turf fields are a step in the right direction into providing unlimited uses from soccer, football, baseball, etc. The number one concern is that every time it rains, they lose traction. As a board member he wants to keep as many people as he can in this town. He wants the kids to want to raise their kids in this town.

Ms. Fletcher explained that they are looking at several parks with ideas and how to make it work and how do they afford it all.

President Palmer stated that the field costs \$1M and the shelf life is 10 years.

President Wallace spoke about the \$750,000 park that took 6-7 years.

Ms. Fletcher stated that a foundation is donating \$75,000 for a pickle ball court.



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Trustee Gunsteen asked if the village and park district ever collaborated on one single grant that was combined to achieve this goal a little sooner. He spoke about enhancing Koehler field with a collaboration grant.

Ms. Fletcher spoke about a grant with the Illinois Department of Natural Resources but stated that they wouldn't give more money for two organizations. The maximum amount is \$600,000. For Apple Orchard Community Park, they received \$400,000. You have to have at least five elements (State Park, bike paths, playground, shelter, learning pods). They would say that they would not fund one or two turf fields.

Trustee LaPorte asked if anyone looked at the demographics of the people that would use the turf field. U-46 K-12 numbers are declining, what are the numbers 5-10-15 years from now.

Ms. Fletcher stated that there are more in the younger sports now. Registration from the summer camps (which just opened up last week), already has waiting lists. They are seeing the boom that they did not expect - it is cyclical.

Trustee Gunsteen stated that what makes the numbers go up is to offer first-time homebuyers that have kids, a community with youth sports.

Trustee LaPorte stated that \$1M for a field that only has 10 years of useful life, that is \$100,000 per year just for the turf. How do you get that money back.

Ms. Fletcher stated that Schaumburg was the first one to do a turf field and they put in a complex of eight fields. They ran the numbers and can charge a higher fee. Even if it rains that day, they can still play. That is what people want. They will get a bunch of teams from out of town to use their fields. The park district has talked with the high school about joining them if they ever put in a turf field.

Trustee Gunsteen stated that when teams come in for tournaments, technically, most of them keep their money here in Bartlett. It is good for our economy in Bartlett, as a whole. The replacement cost is not \$1M after the infrastructure is put in.

Commissioner Kasuba stated that it is a little bit less but it depends on the use of it (re-stitch or reline). It was surprising to learn of the limited life span of a field.

Trustee LaPorte stated that in Rosemont, they have turf fields that are a hockey rink in the winter. We don't need to go down the hockey road but they also do concerts in the summer time. It is multi-purpose and you are getting more income out of it.



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President Wallace asked how they could be breaking even on something like that.

Ms. Fletcher stated that they are charging approximately \$50/hour.

Trustee Gunsteen stated that there is not an open spot in Schaumburg between now and October.

Commissioner Kasuba stated that it is not just a Bartlett thing, and that is why one field doesn't work. The reason it works for Schaumburg, they have three times as many people. We have to think about it as a community and what we want to offer. For us to make it financially viable, it has to be larger than just Bartlett. It is not going to be just Bartlett residents playing on our turf field. You have to attract the entire geographic area. This would not be a problem but the cost of building a complex like this, would be. She doesn't think residents would vote for this, in her opinion.

Ms. Fletcher talked about making the fields playable after a three-inch rainfall. That is why so many places are going with turf fields. We could have three weeks of drought and then it rains again. They track the climate change every day and how it is impacting us. The same goes with Villa Olivia, it will rain the first three weeks in April which will impact all the sports that were supposed to start.

President Wallace asked to see a plan and the cost of that plan. We can then see how the village could work out a way to supplement what they are doing. No one thought we would have lights in the field at Bartlett High School. The Boosters said "yes we will".

Treasurer Ted Lewis stated that the artificial turf at South Elgin High School was not tax payers money. The Boosters raised the money.

President Wallace stated that is what he is talking about doing.

Treasurer Lewis stated that they don't do that here anymore.

Trustee Gunsteen stated that we have a lot of civic groups here that are willing to contribute and pound the ground on our behalf.

Treasurer Lewis stated that a lot of those civic groups have the same people in there for twenty years.

President Wallace stated that if we have a plan that people can wrap their heads around, it would include the funding mechanism. Some of it could come from grants, public funds, foundations, etc.



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Treasurer Lewis stated that it was baseball and football. The community helped put the donated sod down. Everything was donated. Baseball and football maintained the grounds. We don't have that kind of commitment.

Trustee Gunsteen stated that whatever is built, will be sold out all the time. It is baseball and football, you have soccer, lacrosse, pickleball, etc.

Trustee Gandsey asked what it would take to figure out how many fields, where, and what makes sense, and figure out how much it is and where to get the money.

Ms. Fletcher stated when they toured the parks, they were scouting out where they could put two turf fields.

President Wallace stated that he was quite confident that if we get the right plan in place, we could figure out how to fund it.

Trustee LaPorte suggested surveying the residents by giving them five items on the wish list and see what they feel is important.

President Palmer stated that is why they do a community survey.

Trustee LaPorte stated that if it does go to referendum, we could say we are giving them what they asked for.

President Palmer stated that is how they got a community pool, community center, etc. They think it is very important to constantly ask the community.

Trustee Deyne stated that maybe it is something we could mutually work on jointly.

President Wallace stated that he does not like a generic survey, it doesn't give a picture in somebody's mind what it will look like. You have to do the upfront stuff. For instance, the stadium at Bartlett High School, they had the visuals.

Treasurer Lewis stated that the west side of Bartlett needs to be included. Kids can't cross Route 59 with their bicycles.

President Wallace stated that connecting the west side of Bartlett comes up in their strategic planning every year. He mentioned having events on the west side of town.



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Trustee Suwanski stated that in their recent community survey, there were several comments from people that did not have children. Would there be potential for programs for people that are a little bit older or don't have children.

Ms. Fletcher stated that they run adult programs year-round. If they want to take a fitness class, painting, ballroom dancing - they have a wide variety of programs for adults. One thing that they don't offer is senior programming and the township does such an amazing job, they quit competing with them.

Treasurer Lewis stated that with the community center, Wayne and Hanover Township, they have busses and programs.

Trustee Gunsteen stated that perhaps Hanover Township could also help collaborate once they have a plan.

C. Future of Ruzicka Park and Koehler Fields

President Wallace spoke about Koehler Fields.

Ms. Schumacher stated that Koehler Fields lease is 99 years. There are three different entities in the lease (Little League, Park District, Village). There is 32 acres and the village built the fields, turned them over to the park district and they maintain with them. The village is in charge of the parking lot and the maintenance. It is our newest agreement from 2002 and she thought this was the last time they collaborated on a big project. The property was originally part of the bale fill, they worked with Bluff City to add to the site. They did a lot of earth moving to prepare the fields. There were a lot of people involved with that development and making it possible.

President Wallace asked who was responsible for the drainage.

Mr. Dinges stated that the pipes are being updated along with the irrigation system.

Trustee Gunsteen stated that the football fields are not being used by local organizations for football. One of the key components was because it struggles to drain and when it rains it is soaked and turns into a muddy mess. The park district closes the field even though the football season carries on through mud.

President Palmer stated that they did not build those fields. They would have brought in some different landscape architecture.



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Trustee Gunsteen stated that increasing the crown in the center would help with water damage, however, when the water drains to the east, that is the visitor side and is a muddy nightmare.

Ms. Fletcher stated that there is a huge cost to do that work. They're doing that currently on their softball fields 1,2 and 3. There is not enough use, why would they put the money in there. There are limited resources, they are doing the softball fields which are heavily used. When it rains it drains in the outfield and it rains and drains to home plate. These fields are their priorities.

Trustee Gunsteen stated that he would like to see the Koehler fields brought up to the ability to at least be used, otherwise it is just a dead piece of land.

Ms. Fletcher stated that clubs are opting not to use the fields, not because they can't.

Vice President Gunsteen stated that when they toured the parks, they looked at the turf potential at Koehler. It is not doable since they are so landlocked there. You have Route 25 to the left and then the parking lot is a tight spot.

Trustee Gunsteen suggested moving their softball fields and putting turf fields in their place. It has parking and lights.

President Wallace asked how much acreage they needed for 2-3 fields.

Commissioner Kasuba spoke about Schocke Park by the Crest Motel. The park district owns the park land (11 acres) behind the Crest Motel. They discussed adjoining properties for sale as well as the Crest Motel. She explained her concept plan for 2-4 fields on the site.

President Wallace stated that it was a grand, glorious plan. This is the type of thing that the village would like to do and get behind the gap in some of the funding. It helps the whole, entire village. He suggested funding from a foundation, fund raiser, civic organization or a combination of them all. He does not want to be involved with the planning or design on where these things should go. We can assist, if they need property. That is kind of where we are at, where the park district is and how we can collaborate together to create the next best thing in Bartlett.

Vice President Gunsteen stated that the fields (7,8,9) north of the Community Center are lit and parking is available. They don't think it is deep enough to have fields there.



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President Wallace talked about clearing some of the trees to make additional space.

Commissioner Kasuba stated that part of it is forest preserve.

President Wallace asked them to come up with a plan that includes costs and they can discuss what the village could do to help.

Commissioner Kasuba stated that he didn't say anything about Ruzicka.

Ms. Schumacher stated that the other player with Ruzicka is ComEd. We had discussions on how to fix the parking lot there but found that it is not within Bartlett. It is a ComEd easement and under the County jurisdiction so it gets a little tricky.

Mr. Dinges stated that it is unincorporated but in order to develop a parking lot and build it, we would have to go through the DuPage County process and get ComEd to annex to the village. We want to improve that parking lot with resurfacing, curbs, drainage, etc. We have an agreement with ComEd to have the parking there. They don't have a problem with the concept of improving the parking lot, just talking to DuPage County which indicated they would have to go through zoning. Hopefully, they will be able to annex into the village.

Ms. Schumacher stated that one of the things that came up when they were discussing the parking lot was the pretty hefty price tag and was this really what they wanted to do or is there something else that would be a better use. Instead of putting this money into the parking lot, maybe they should look at the whole park.

President Wallace asked if any teams play on the north part of that field.

Trustee Gunsteen stated that all of the fields in the summer are being used except for a little one (tee ball) between the northeast that borders the fence. During baseball season, these fields are used all the time. Little League and Raiders have maintained that field since the inception of the lease. For years they had no problems doing that. They were the number one Little League in the State of Illinois. That place was a crown jewel to play baseball in. COVID hit hard and field maintenance was something they had to pull back on. The Raiders exist from August to November and they cut their grass, paint their lines, clean up, and they have a pretty decent relationship. They run those fields in rain/shine/snow. Everything that is out there except for the concession stand that the village helped with, they (Little League) has done.

John Battermann spoke about the efforts in taking care of Ruzicka. In July, they aerate and roll the field resulting in very few cancellations.



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Trustee Gunsteen stated that he would like to find an avenue with the two organizations that use and maintain it, not to be squeezed out.

Trustee Hopkins stated by hearing the comments, it seems like Bartlett Park District should be working with the Raiders organization and Little League. He didn't think the village should own this property. This should be a function of the park district.

Treasurer Lewis stated that it was given to the village by U-46. It is a huge construction dumping ground. He spoke about raffling off the fields and the fact that ComEd would not allow them to asphalt it.

Trustee Gunsteen asked how do we achieve our goals with this.

Commissioner Stocks stated that you gratuitously deed it to the park district.

President Wallace stated that the parking lot there is horrendous.

Trustee Gunsteen stated that the piece of land was given to the village and didn't cost the village hardly any money. In 25 years, the village has maybe contributed \$10,000 and maybe some fencing. He asked the park district if they wanted it.

Commissioner Stocks stated that they have not made that decision.

Mr. Dinges stated that the village just spent \$25,000 replacing the fencing to the west.

President Palmer stated that you could give it to us but we can't change anything about it. It will upset a lot of people.

Ms. Fletcher stated that no matter how it was being maintained, it is not up to their standards. It is embarrassing, there are weeds everywhere. It is not to their standards so this is something they would have to explore.

Trustee LaPorte stated that at their strategic planning meeting, they did not think that it is the best blueprint or the best place for the parking lot. In collaboration with the park district, there may be a better plan for the park.

Trustee Gunsteen stated that they talked about putting the parking lot closer to the houses and moving the football field to where the parking lot is.

President Palmer stated that when they toured that piece, there could be a couple synthetic fields.



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Commissioner Kasuba stated that there is a lot going on there. Some elements that they are using it for could probably stay, but there has to be some flexibility. Will it stay as five baseball diamonds and a football field – probably not. That means that some games will be played elsewhere.

Trustee LaPorte went back to the demographics and wanted to know the 5-10-20 year forecast on those demographics. What do towns our size have that is successful. You can't compare us to Naperville or Schaumburg.

Ms. Fletcher stated that that has to be part of the discussion. The other part is using Hanover Park and other fields and how many games are they really having in Bartlett versus Hanover Park or Koehler. The park district is removing a t-ball field and adding two pickle ball courts.

Trustee Hopkins stated that the park district is better to facilitate this conversation with Little League and the Raiders than the village board and staff.

President Palmer stated that she thinks the village does have to be involved because Raiders and Little League could say "yes-take us" and the park district may not agree. Do we want this property that needs so much money and work? Are you just going to drop it on us?

Trustee Hopkins stated that they should collaborate with Little League and the Raiders, formulate a plan, and let's talk. We are all open for discussion and this is why we're having this meeting. Obviously, it is going to revolve around money. He thinks they are all open to that and we just want those organizations to be taken care of. He doesn't think the Village of Bartlett as a whole can do this - it has to be the park district. The park district has to be in this conversation, not just the village.

President Wallace agreed - he thinks the village needs to take more responsibility to get it to a point, maintenance wise, that would be profitable for the park district. He didn't think it was fair to dump a non-profitable piece of property to the park district. That's not fair at all.

Trustee Gunsteen stated that Little League has a good alliance and joint agreement with Hanover Park. They have spent a lot of money putting in new fields. They are meeting with the mayor and the director of public works so they have access to those fields. They can modify a few aspects of Ruzicka fields and eliminate some baseball fields so there is not as much maintenance. At the same time, put a little bit into drainage and maybe some of the parking lot could be re-paved. He will know more about that meeting in the next couple of weeks.



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Ms. Schumacher asked if Hanover Park has a park district.

Ms. Fletcher stated that they have a park district but they don't oversee Little League.

Trustee Gunsteen stated that they lease the property from MWRD. The Village of Hanover Park received a matching grant. They matched their grant with millions of dollars of gaming money and will also run music and concessions throughout the year.

President Wallace stated that if there is additional revenue streams, perhaps we could earmark that for clean-up so everyone is happy with the fields in Bartlett.

From the village's standpoint, they would love to see something from the park district as far as what they are planning and how Ruzicka and/or Koehler could be involved. He thanked the park district for coming and sharing their budget and he thought it was fantastic that we now have more knowledge. He reiterated the fact that as far as Ruzicka and Koehler are concerned, he thought the village needed to take more responsibility and get it to a maintenance level where it would be reasonable for the park district to run.

President Palmer stated that Ms. Fletcher will have their staff continue to see what parts we can move and what works.

Ms. Schumacher stated that she did not want to diminish anything, but they have a huge project with the Grasslands and making connections with the east and west for a very long time.

President Wallace stated that prior to him becoming mayor, there were some real rifts between the village and park district and some lawsuits going on. He was glad that they could get together and he thought it was important. Their common goal is when having people come into town for any type of event, they see fields and facilities that they can be proud of. He loved the fact that they reiterated what their standards were, and he thought that every time he went to a park district field they were spectacular. Let's keep working that way and get updates to staff. When the park district has some grand master plan, we can see how we can make some of these land things work.

Trustee Gunsteen stated that he wished there was a piece of land that they could develop it into a sports complex.

President Wallace stated that it was hopefully on the park districts horizon.

Commissioner Kasuba mentioned the Crest Motel and eminent domain off Lake Street.



VILLAGE OF BARTLETT
SPECIAL MEETING BOARD MINUTES
March 16, 2023

6. ADJOURN

President Wallace stated that the Board will adjourn.

There being no further business to discuss, Trustee Deyne moved to adjourn the Special Board meeting and that motion was seconded by Trustee Gunsteen.

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 8:40 p.m.

Lorna Gilles
Village Clerk



VILLAGE OF BARTLETT
PUBLIC HEARING MINUTES
April 4, 2023

1. CALL TO ORDER

President Wallace called the 2023-2024 Proposed Budget Public Hearing meeting of April 4, 2023 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Public Works Engineer Bob Allen, Planning & Development Director Kristy Stone, Head Golf Professional Phil Lenz, Police Chief Geoff Pretkelis, Deputy Chief Jim Durbin, Deputy Chief Will Naydenoff, Village Attorney Bryan Mraz and Village Clerk Lorna Gilles.

Village Administrator Paula Schumacher stated that the budget year begins May 1, 2023 and goes through April 30, 2024.

The Village Board held budget reviews on March 7 and March 21, 2023. The total proposed budget for fiscal year 2023-24 is \$109,956,873 dollars.

The proposed general property tax levy is to increase by \$750,000 from last year to capture added taxable assessed value due to the closing of the Brewster Creek TIF. Tax rates will not increase as the additional taxable property value will offset the increased levy. This is in line with our practice over the past decade.

The total operating budget is \$58.9 million. Operating expenditures can be divided into five primary uses. About 32% of the operating expenditures are for public safety. Public Works is about 38% and includes streets, water, sewer and parking. The remaining 30% is divided among general government, golf and debt service.

The proposed revenues for fiscal 2023-24 total \$96.2 million and includes \$21.5 million in borrowing for capital projects. The remaining revenues are divided among property taxes, service charges and other revenue. Sales Tax is budgeted to increase 19% from the prior budget and reflects growing online sales and local business.



VILLAGE OF BARTLETT
PUBLIC HEARING MINUTES
April 4, 2023

Major infrastructure projects have been reviewed and allocated through the Capital Improvements Plan, this budget includes one year of that five-year plan. The capital portion of the proposed budget is \$40.5 million. This portion of the budget varies from year to year based upon the individual projects we have scheduled. \$3.7 million of the proposed capital projects in the 2023-24 budget relates to water projects. \$18.4 million is for the Bittersweet wastewater treatment plant improvements. Ongoing annual programs such as the sanitary sewer system rehabilitation program and streets maintenance plan are also included.

Approximately 10% of the total property tax bill for Bartlett residents is attributed to the village. The remaining 90% represents other taxing bodies such as the school, library, park and fire protection districts, counties and townships.

Staff is prepared to answer any questions from the public regarding the proposed budget.

President Wallace asked if there were any questions for the proposed 2023-24 budget.

He asked the board if they had any questions or comments and stated that they would then open it up to the general public.

Trustee Gandsey asked when they plan to change the phone system over and not be part of the budget.

IT Coordinator Chris Hostetler stated that they expect to get ten years from the existing phone system. He didn't think there would be a cost savings to going with Microsoft Teams. There could be some efficiencies, but between the licensing and replacement of handsets with headsets, consulting, he didn't think there would be a huge cost savings. There could be other reasons to do it and when they get to the end-of-life with the existing phone system, that would be the best time. This is something they need to evaluate.

Trustee Gandsey asked for an estimate of when that would be.

Mr. Hostetler stated that they purchased the phone system in 2017. They expect 8-10 years out of that system. Perhaps in the next 3-4 years.

Trustee Suwanski stated that in the budget he has a request for an additional IT support person. She requested that he provide an analysis to the board before he makes his choice of an actual employee or a contractor, which perhaps might reduce the legacy costs and bring in fresh outside ideas as technology changes. They have had a practice of looking at projects in the Capital Budget as they come up for review. They re-evaluate them as needed to see if there is a cost savings that can be done or if certain projects can be pushed back to later years. Are there any projects that staff can identify that can be moved back?



VILLAGE OF BARTLETT
PUBLIC HEARING MINUTES
April 4, 2023

Ms. Schumacher stated that they certainly have a lot of projects to pick from in terms of this year's Capital Budget. As those projects come up for bid, they will continue the practice of the last few years of looking at those bids carefully and seeing if there are some additional cost-saving modifications they can make. If those bids come back too high, they can push them off. A couple projects that they have on the horizon, they may want to take a deeper look at are:

Stearns Road ground storage painting - \$800,000

Lead service replacement project – budgeting and hoping to get into a grant cycle or forgivable loan. There are none available at the present time. This can shift until they do the water main replacements.

As the bids come in, they will continue to do that continued analysis that the board is familiar with.

Trustee Gunsteen spoke about the impact to the homeowners with the water rate increase (3%). He asked if they looked at increasing the tap on fees on the commercial end of businesses and closing the gap. What would the savings be? A lot of the commercial buildings in Brewster Creek and Blue Heron business parks require 6" and 4" main services and they are a little more expensive. Have they looked at increasing these fees? The question he has is that a lot of businesses have a minimum amount of toilets and can they look at that from the commercial standpoint? Is there a possible way to look at the commercial rate versus the residential rate and shift a little more of the impact on the commercial end?

Ms. Schumacher reiterated that he would like to establish a minimum rate for commercial.

Trustee Gunsteen stated something along that line to help offset some of the costs from the homeowners. It is constantly going up for residents and the difference between a thirty dollar bill for a resident and a fifty dollar bill for a business, may not be as impactful.

Finance Director Todd Dowden stated that the village is primarily residential accounts. If you had a minimum bill of \$100 per month for the businesses, he didn't think it would equate to a lot since we have 400-500 businesses maximum. As far as the tap on fees go, they would be a one-time fee and there are not a lot of these fees since the industrial parks are filled up. They try not to rely on one-time fees for ongoing operating expenses.

Ms. Schumacher stated that when they do the rate analysis, they should add that layer in for what a commercial rate would be and a minimum rate as well.

Attorney Mraz stated that Notice of this Public Hearing was published on March 23, 2023 in accordance with statute.



VILLAGE OF BARTLETT
PUBLIC HEARING MINUTES
April 4, 2023

There being no further business to discuss, Trustee Deyne moved to adjourn the Public Hearing and that motion was seconded by Trustee Gunsteen.

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The Public Hearing was adjourned at 7:12 p.m.

Lorna Giles
Village Clerk



VILLAGE OF BARTLETT
BOARD MINUTES
April 4, 2023

1. CALL TO ORDER

President Wallace called the regular meeting of April 4, 2023 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:13 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, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Public Works Engineer Bob Allen, Planning & Development Director Kristy Stone, Head Golf Professional Phil Lenz, Police Chief Geoff Pretkelis, Deputy Chief Jim Durbin, Deputy Chief Will Naydenoff, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Debby Weiss from Faith World Outreach gave 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.

There were no additions or subtractions to the Consent Agenda.

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



VILLAGE OF BARTLETT
BOARD MINUTES
April 4, 2023

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

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

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

6. MINUTES – Covered and approved under the Consent Agenda.
7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT - None
9. PRESIDENT'S REPORT

President Wallace stated that with the advice and consent of the Village Board, he appoints Mike Densford to a 2-year term on the Economic Development Commission beginning April 4, 2023 and ending April 4, 2025.

Trustee Gunsteen Motioned to Concur to the appointment of Mike Densford to the Economic Development Commission for a 2-year term and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO CONCUR TO THE APPOINTMENT OF MIKE DENSFORD TO THE ECONOMIC DEVELOPMENT COMMISSION

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

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized staff birthdays. He stated that it is election day and Trustees Hopkins, Suwanski and himself do not know the outcome at this point and it will take a few more hours. Of course, Trustee Joe LaPorte is also running (uncontested). He



VILLAGE OF BARTLETT
BOARD MINUTES
April 4, 2023

thanked the residents that supported them and took the time to go out and vote. They all want to serve another term and appreciate the support from the community.

Trustee Suwanski thanked staff for their work on the budget and their willingness to work with them when they brought up ideas. She thanked public works and the police department for keeping on top of signage that was improperly placed. She asked about a potential problem with the stamped concrete replacement in the downtown.

Public Works Director Dan Dinges stated that they recently had a meeting at More Brewing who is the first issuance of the stamped concrete. Eagle Concrete is doing the work and are recommending not doing the stamped and stained concrete. Over the last few years there is a different type of sealer that traps moisture and is actually creating more issues. They are trying to get more information and samples of what they are recommending. They looked at the stamped concrete at Geneva Commons to see how it is holding up. They may be coming back with more samples. He has heard from other contractors that you may want to stay away from "red", since it tends to fade to pink. A lot of them are recommending a charcoal (black/gray) look. He will bring samples soon.

11. TOWN HALL - None

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was nothing to report.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that there was nothing to report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Ordinance 2023-25-R, an Ordinance Amending the Bartlett Municipal Code Regarding Water Charges was covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated that Ordinance 2023-26, an Ordinance Reducing the Number of Class A Ext. Liquor Licenses was covered and approved under the Consent Agenda.



VILLAGE OF BARTLETT
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E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that there was nothing to report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN, CHAIRMAN LAPORTE

Trustee LaPorte stated that Resolution 2023-27-R, a Resolution Awarding Contract and Approving the Contract Agreement Between Seven Brothers Painting, Inc. and the Village of Bartlett for the Schick Road Water Tower Painting; Resolution 2023-28-R, a Resolution Approving of the Easement and Reimbursement Agreement for a Multi-Use Path Crossing on Naperville Road Between Metra and the Village of Bartlett; Resolution 2023-29-R, a Resolution Approving of an Agreement Renewal Between the Village of Bartlett and Schroeder & Schroeder Inc. for the 2022-2024 (Year 2 of 3) Concrete Replacement Project were covered and approved under the Consent Agenda.

13. NEW BUSINESS - None

14. QUESTION/ANSWER PRESIDENT & TRUSTEES - None

15. ADJOURN

President Wallace stated that the Board will adjourn and there will not be a Committee of the Whole meeting immediately following but there will be an Executive Session to Discuss Appointment of Legal Counsel Pursuant to Section 2(c)1 of the open Meetings Act.

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:22 p.m.


Lorna Giles
Village Clerk



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
March 21, 2023**

CALL TO ORDER

President Wallace called the Committee of the Whole meeting of March 21, 2023 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:20 p.m.

ROLL CALL

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

ABSENT: None

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

BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS
Aldi (Streets of Bartlett)

Chairman Hopkins introduced the item.

Planning and Development Services Director Kristy Stone stated that in 2019 we approved a PUD Plan Amendment with the anticipation that there would be an out lot in the parking lot. We have since received an application from Aldi for a 20,000 sq ft. Aldi grocery store at that southwest corner of the property due to the utility locations under the existing parking lot. They will blend into the site by having the same lighting and landscaping. They are also requesting a final site and PUD plan for the Aldi itself. The proposed parking for the Streets of Bartlett and Aldi would be a total of 444 parking spaces. If you recall, as part of the downtown overlay district, we do allow reduced parking when there is shared users. We look at the time of day and parking requirements for each land use. After, we calculate what time during the day, during the week is the most parking demand. Based on the required parking calculations, all of the existing users in the Streets of Bartlett would be 390 spaces. The building elevations are going to be a brick and concrete masonry. The south and east elevations have fiber cement panels that have a wood grain look. Because this is in the downtown overlay district they did have to follow the form-based code. This is only the second project we have had to review based on those design guidelines. They are requesting 6 major design exemptions as part of these proposed building elevations. They are to reduce the minimum ground story transparency on the primary frontage from 65% to 13.8%, eliminate the required two front entrances on the frontage which would be Devon Ave. They are orienting the building so it faces east to fit into the existing parking lot. They are asking to increase the maximum tower width from 30' feet to 77'. They are requesting to allow a facade comprise of less than 60% of a single major facade material. They are asking to be allowed to use aluminum composite panels as a minor facade material and to allow a change of materials when the facades change of depth is less then 8 inches. This is an international company and they have their own



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
March 21, 2023**

building prototypes which they try to follow. They have accommodated many of the design requirements, and brought it right up to Devon Ave. They are also including bicycle racks. They will need a public hearing in front of the Planning and Zoning Commission should the board forward this on. The petitioners are present as well.

President Wallace asked how close the building is to the sidewalk along Devon Ave and are the bushes being removed.

Ms. Stone stated on their plan they are installing new bushes. There is a sidewalk set back 17' from the right of way line and 5' sidewalk along the south property line. They are relocating a Streets of Bartlett Sign closer to the access aisle.

President Wallace stated it is tricky getting out of that intersection when looking east.

Ms. Stone stated the line of sight will be better than it is now.

Trustee Suwanski asked about the entrances.

Ms. Stone stated the downtown overlay district is anticipating multiple users and shops so it anticipates two entrances along a wall of this length.

President Wallace asked how far the building will be from Pasta Mia's patio area.

Ms. Stone stated it is about 60 feet.

Trustee Suwanski asked where the dumpster will be.

Ms. Stone stated it will be in the recessed loading dock and be below grade. And there will be landscape screening.

President Wallace asked when trucks will be there.

Tom Shoyman, Construction Manager with Aldi stated that trucks mainly deliver grocery's overnight.

Trustee Gunsteen stated he feels like there should be windows spanning the backside of the building and the woodgrain element to make it look more appealing as well as on the Devon Ave. side. We already have that element on the CVS.

Chris Stair, Director of Real Estate with Aldi stated that is something they can take back to committee at the international office and see if that is something they will do. This is their latest and greatest prototype and being so close to the corporate headquarters, they want it to look nice.

President Wallace stated that would be very neighborly for the other businesses there.

Trustee Gunsteen asked just because the north elevation faces another business are we requiring a parapet to shield the roof top equipment.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
March 21, 2023**

Ms. Stone stated the mechanicals are screened.

Trustee Gunsteen asked if there is a way to add a half brick wall where the ornamental fence is by the loading dock.

Mr. Church stated he can take that back to committee for review.

Trustee Deyne stated he would like to approve the aesthetics of the side facing Pasta Mia, but he doesn't agree with adding a brick wall there. Trucks won't be there during the day anyway.

Nicki Camerer with RWG Engineering stated they can get a berm in the grass area about 3 feet tall. Once you add landscaping, you won't see much of that fencing.

Trustee LaPorte asked about the traffic flow between Aldi and Pasta Mia.

Ms. Stone, stated we will add arrows to designate that it is a two-way drive aisle. We will look at when stop signs are necessary as well.

Trustee Gandsey asked if there will be an Aldi sign on Main Street.

Ms. Stone stated there would not be, but they are proposing to have signage on all 4 sides and a monument sign on Devon Ave.

FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE
Water/Sewer Rate Review

Finance Director Todd Dowden stated during our budget process we have been talking about water and sewer rates and we are getting closer to where we actually have to approve them. A couple meetings ago we discussed a 4% increase to water rates and not increasing sewer rates. The 4% water increase is based on the capital budget and projected 4% DuPage Water Commission increase. The City of Chicago is raising their rate 5%. We are still using \$500,000 this coming year from the American Rescue Plan Act Funds. We would be over \$5.5 million at the end of the 2023-2024 year with the 4% increase. In 2024-2025 it will go down quite a bit. We discussed a staggering water line replacement program between the streets and water mains which is why it would go down in 2024-2025.

President Wallace asked about not increasing the rate 4%.

Mr. Dowden stated if we delayed, in a year the increase would compound, so next year we would have about \$480,000 a year that we would be short each year.

President Wallace stated with inflation the way it is, he would prefer to push the increases out as far as we can get them.



**VILLAGE OF BARTLETT
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March 21, 2023**

Mr. Dowden stated the issue with doing that is the increases to get the fund balance back up would be substantial. If you have small increases that compound, you can avoid the large increase later.

President Wallace stated he understands that, he would rather keep money in residents' pockets during a time of high inflation and work back up to those increases when we are not seeing inflation this high and residents can absorb an increase easier.

Mr. Dowden stated if there was no increase, our ending fund balance would be just over \$5 million. In 2024-2025, if we increased 4%, our balance would be down to right around \$3 million. If we did 4% for two years after we would be below the fund balance.

President Wallace stated he just wanted to see if there is a way to reduce increases now, not necessarily a year from now, if inflation is lower.

Trustee Hopkins agreed and stated we have money in the general fund and can borrow to the water fund if necessary.

Mr. Dowden stated we have other capital projects the general fund will be going towards as well. With a bill of 6,000 gallons, the increase to the water bill would be \$2.94. With no increase to the sewer rate that would be a 3% increase to Cook County and 2.4% increase to DuPage.

Trustee Hopkins stated when we discussed transitioning to Lake Michigan water, Burke Engineering gave us a proposal about the rate increase and user fees.

Mr. Dowden stated we raised rates 20% in 2017 just to get up closer to where we should have been since rates were froze for 5 years. Burke proposed that rates would double and that was just for the Lake Michigan transition. Our rates were up about 85% through 2019 when we transitioned. In 2023, we would still be under that proposed amount.

Trustee Suwanski confirmed that was mainly for the infrastructure for the water system.

Mr. Dowden stated that was correct and current increases are to pay for the meter change out program and pay for the water main replacement program. Back in 2006/2007 we issued bonds for the meter change out program. In a roundabout way we are still paying for those. Now we are using rates to pay for the change outs.

Trustee Gandsey thought a 10% increase would hit people harder.

Trustee LaPorte liked the recommendation from staff. If DuPage is raising the water rate 4% we should at least meet that.

Mr. Dowden stated their rate is increasing 4%. In the water fund 37% is for debt service and capital improvements. Operating costs are 63% or \$8 per 1,000 gallons. Out of that \$8, the DuPage Water Commission is \$5.39 or 69%. There is not a lot on top of that as far as our operating costs.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
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Trustee LaPorte stated he agreed with the mayors point, but didn't know if now was the time to do that.

President Wallace stated he didn't agree with our fund balances being double the limit for two years while raising rates.

Mr. Dowden stated that money is spoken for in the near term within the capital improvement plan.

Public Works Director Dan Dinges stated the big portion is the \$6 million meter change out which is being spread out over 4 years. You see a reserve now, but it goes down quick. We have the water main replacement program that we talked about. We averaged \$1 million per year which will now be \$2 million every other year. That number needs to be going up and not down if we want to catch up on some of the water main breaks we have been experiencing. We also have the Stearns Rd. project we just warded and a water tower in the future. Those are some of the big projects in the 5-year plan still needing to be completed.

Chairman Hopkins asked what would happen if we didn't approve the water tower and how would the residents see an impact.

Mr. Dinges stated you have to have reserve with the Water Commission. We have it, but it is more of having enough in case you have a major event like the fire we had in the business park. You want to be able to be sure you can deal with that situation and provide to everyone else. If that was in the middle of summer in a hot dry period, that would have been scary. It happened in February and water demand was low so there was no issue. That is a time where a new water tower would help a lot.

President Wallace asked if we ever got paid for the bill we sent them for the fire.

Ms. Schumacher stated we have not and we are following up with it.

Trustee Hopkins stated we can put a lien on the property or make whoever connects to the water pay for it before we turn on the water.

Trustee Suwanski asked if their insurance is paying for it.

Ms. Schumacher stated that is who we are pursuing.

Trustee Hopkins asked if there are any infrastructure projects we could cut back on to lessen the burden on the residents.

Mr. Dinges stated it is mostly for water main replacement so we can defer those.

Trustee Suwanski confirmed that it won't be in the budget until 2025.

Mr. Dinges stated that is correct. If we push that back, we would probably push back the road resurfacing project. The water tower is likely pushed back now anyway because steel prices are still very high.



**VILLAGE OF BARTLETT
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Mr. Dowden stated staff is proposing a 4% increase unless asked about going lower or pushing it back.

Trustee Hopkins asked Mr. Dowden to explain why the sewer rate was not increasing.

Mr. Dowden stated the main reason for the sewer rate increase was to pay for the IEPA loan for the wastewater treatment plant. The IEPA loans start when the project is substantially completed and since that has been delayed, the first payment date of about \$2 million dollars is put off. We have already ramped up rates which is why we are accumulating a surplus in the sewer fund, but we will be using that balance as soon as that \$2 million dollars a year starts kicking in.

Trustee Hopkins stated so we are not asking for more money in the sewer fund because we do not need more currently.

President Wallace stated he would like to see a graph where we raise it 2% this year, 3% the year after and 4% the year after.

Trustee Deyne asked what the increase means to the average household.

Mr. Dowden stated it is \$2.94 on a bill for 6,000 gallons. In Cook County that's about a 3% increase.

President Wallace stated if we have this discussion again next year and the projected fund balances are still far over the maximum, he will be very irritated.

Mr. Dowden stated they will be up for a couple of years because we are not doing the main program.

President Wallace stated the point is do we have to raise it this year instead of starting with 4% next year. I can see the fund balance in 2026-2027 would be quite low, but there has to be a happy medium here. He gets what Mr. Dowden is saying, but he would like to figure out a way to get the money we need for our projects, but delay it a little bit due to inflation.

Mr. Dowden stated we do not have a revenue source for storm water and when the Rebuild Illinois money is used up so now we are reliant on MFT money which is only \$1.6 million per year which will not cover our annual streets program and we do not have any source of revenue for storm water and we have significant projects in our program for storm water. We could do 3% and see where we are next year.

President Wallace stated if we can move anything out into the future without it being a major impact to the village operating, why wouldn't we.

Ms. Schumacher stated she doesn't think we would get in trouble if we do 3%. She didn't think we would get to a point where we were 10% in the hole. We will have the 4% increase from DuPage Water, so we will need to look at that every year, but 3% shouldn't put us in that hole and it addresses your concerns.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
March 21, 2023**

Mr. Hopkins stated he knows we have talked about redesigning our bill to show what our capital projects are so the residents know what we are spending the money on.

Mr. Dowden mentioned the link to our capital project story map on the website.

FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

2023-2024 Proposed Operating Budget Review (Admin., Public Works, Finance, Central Services)

Administration

Sr. Management Analyst Samuel Hughes presented the highlights for the year.

There were no personnel or capital expenditures. The conferences are unchanged from the previous years, but we have added \$10,000 to the goal setting workshop line item which we do in off years. As mentioned, the Administration department budget is up 13% this year, but nearly 75% of that is coming from the economic incentive line item which is up \$203,000. That comes directly from the sale tax rebates from More Brewing, Aldi, and the auto mall. In the subscriptions line item, you will see a decrease of 50% last year as we eliminated a local government news subscription, but this year it is proposed to increase about \$1,200 for the addition of Constant Contact. This is an electronic newsletter that would compliment our current Bartletter and provide more timely information. With the Bartletter coming out every 2 months, we can provide more timeline updates for our residents. The office supplies budget also sees an addition of \$1,400 for the PIO position. In looking at page 19, the community relations budget is up a bit with the addition for enhanced community events. The \$8,000 in there from Oktoberfest last year has been included this year as well. Arts in Bartlett's request is up about \$1,500.

Trustee Gandsey asked if we plan to get rid of the paper newsletter when we get Constant Contact.

Mr. Hughes stated we could certainly email the Bartletter out, but we would keep the paper copy as well. In the recent survey we did, the Bartletter was still a popular option.

Assistant Village Administrator Scott Skrycki stated the Bartletter is a bulk mailing through the U.S. Postal Service so having people opt in and out would be difficult.

Trustee Suwanski asked when the next strategic plan would be.

Ms. Schumacher stated if you recall when we met in January we were talking about the third year of the plan so we would need to do the next 3 years and we usually do that in January and February 2024.

Trustee Suwanski confirmed that the only changes from the professional development section was the additional one consultant.

Mr. Hughes stated yes, everything else was mainly the same as last year.



VILLAGE OF BARTLETT COMMITTEE MINUTES March 21, 2023

Trustee Suwanski asked if we need the consultants.

Ms. Schumacher stated we have a three-year cycle and she doesn't think we need one in years 2 and 3, but she thinks its nice to have someone facilitate the conversation when looking to restructure the whole thing. It is up to the board if we want to have it facilitated, but it brings a different dynamic.

Trustee Gandsey asked how we choose consultants.

Ms. Schumacher stated we have had the same consultant for about 19 years, through NIU. There was a period where we had a different consultant every 2-3 years, but NIU is probably the cheapest, but there are a number of consultants out there so it wouldn't be hard to find someone else or not at all.

President Wallace stated he thinks it is good to have a facilitator.

Public Works

Public Works Director Dan Dinges presented the highlights for the year.

Moving on to Capital projects, the first two items, which are three trucks were already ordered and approved, but we likely won't receive them until 2024. We did include two additional plow trucks and a small truck which probably won't be in until 2025. Item #5 is a vehicle lift from 1985. It is failing inspections and we are proposing to replace it. We have furnaces in the garage that the lift is located that need to be replaced as well. Item #7 is a lift storage bin that allows us to store gravel, and keep the rain off of it to keep it from hardening together in the winter. The last item is a manhole inspection camera that all three divisions would benefit from. If we can avoid a person going into a manhole we would prefer it and this would help with that because we can drop the camera in and do an inspection.

Trustee Suwanski confirmed that our current sand and gravel is exposed.

Mr. Dinges stated we have a sludge storage bin where we store sludge, but when it is empty, we put our top soil in there. If we had an additional location we wouldn't have to worry as much about coordinating when sludge will be there.

Mr. Dinges continued with the highlights for the water department. There are no major changes in the water department besides the addition of one vehicle and increases to chemical prices.

Trustee LaPorte asked what the resident assistance program was.

Mr. Dinges stated we have a lead service replacement program where residents that have a lead service and we are not doing any work there, we have a cost sharing program where they can get rid of their lead service and cover part of the cost. We estimate there are about 200-250 lead services.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
March 21, 2023**

Ms. Schumacher stated the timetable for that has been determined by the state and when we had the meeting with DuPage Mayors and Managers last week with Representative Hirschauer, we made sure to point out regarding police training, lead service replacement, etc. which are good things, but they cost money and they demand that we do it on their time table yet they are chipping away at LGDF. We made the point that the balance sheet needs to get more balanced.

President Wallace asked how long we need to continue the radium treatments for these wells.

Mr. Dinges stated he believes until 2026. We have two to three years before the contracts are due. We would eliminate the well by Kent Circle. The Stearns Rd. well would be an emergency backup. They are looking at what they can do on the shorter term to make sure we have an emergency backup.

Trustee Suwanski asked if we have loans and we make payments on the loans, the principal generally goes down, so she is curious why we are requesting more for the IEPA principal on pg. 26.

Mr. Dowden stated it is a flat payment so as the interest goes down, the principal goes up.

Assistant Public Works Director Tyler Isham outlined the highlights for the sewer department.

There were no personnel requests. Looking at capital projects, the first is an influent pump and grinder to help protect the equipment that will be going in upstream. With this, when flows go over the design, which will happen more regularly with the additional Cook County flow coming, these will serve as a backup to break up anything solid. It is protecting our bigger investment of the whole plant upgrade. The utility vehicle being requested is replacing the 15 year-old vehicle we currently have. Professional development and associations are all the same. The only things that have increased are overtime salaries, based on past actuals and having to run equipment longer. Our chemical costs are also increasing.

Professional Services

Assistant Finance Director Matt Coulter presented the professional services budget.

Trustee Suwanski asked if the social worker from part time to full time was in the police budget.

Ms. Schumacher stated the social worker is out of the police budget but her payment is paid out of this budget because she is a professional contractor.

Finance

Mr. Dowden began presenting the finance departments budget.

They are looking to add one-person full time for an IT helpdesk position.

Trustee Gandsey asked about moving the village to Teams for phones and if the new IT person would be working on things like that.



VILLAGE OF BARTLETT COMMITTEE MINUTES March 21, 2023

IT Coordinator Chris Hostetler stated as GIS has matured, we have a lot more for them to do, so we want to move the person that is currently half GIS and half IT to full GIS. The second reason for adding another person is to help police. They have lots of different systems and squad cars etc.

Trustee Gandsey asked about changing the phone system over to Teams.

Mr. Hostetler stated yes, eventually we could move in that direction. Office 365 is probably the biggest jump in technology the village has done in the last 22 years. It has an opportunity to really make some good changes for us. We will be looking into the phones in the future. There is definitely reasons to do it for collaboration as well.

Mr. Dowden stated we use investment managers that make sure the banks we have money in are healthy banks and they do analyze them each year. Most of our money is under the \$250,000 FDIC limit or covered by letters of credit and they are monitored monthly. We have not had any trouble with poor banks. There is no capital requests and professional development is standard from last year. There is not a lot that has changed. Employee contributions to retirement is down this year because of the good stock market year. Our contribution rate reduced significantly, but that may be going the other way after this last year. The postage line is also down. About \$16,000 of that is the Bartletter.

Chairman Gunsteen asked if we have seen a reduction in postage due to less water bills being mailed out.

Mr. Dowden stated that gets split between the water and sewer fund. We have about 750-800 email bills per month. We are machine read postage so it is about .40 cents. As our postage increases, our number of emailed water bills increases, so we are not seeing too much of a decrease, but it is not increasing as our rates go up, either.

Chairman Gunsteen wants people to opt in to the mailed bill and have the emailed bill be automatic.

Mr. Dowden stated we do not have emails for most of our residents, so that may be difficult.

Ms. Schumacher stated we should be a little more conscious of our seniors who do want to pay in person. There will eventually be a tipping point, but we are not there yet.

Central Services

Mr. Hostetler stated we are looking to add an entry level person in the position of Help Desk Level #1. The reason we want an entry level person is because we want to build on the succession planning and it takes some time to learn and be proficient in all of the programs we use at the village and many times transfers from the private sector are not using the same programs so the skills do not always directly transfer. It takes time to train someone and get them up to speed, especially when it comes to police.



VILLAGE OF BARTLETT COMMITTEE MINUTES March 21, 2023

Looking at the capital items, the first item is a next generation firewall which protects us. Maintenance agreements are coming to an end and the way they price things, its cheaper to get new hardware and a new three-year agreement then renew our current agreement. Item #2 is a continuation of replacement of older desktops and laptops which we do every 4 years. #3 is conference room improvements. The days of everyone sitting in one room and reviewing paper documents are long gone. Today, almost every meeting is a hybrid meeting where at least some people present and some people remote and you are reviewing electronic documents. We are looking to add a lot of technological upgrades throughout the conference rooms.

Trustee Gandsey asked what upgrades we were looking at.

Mr. Hostetler stated we are looking at a camera system where you can have a Team's meeting, smart displays and have them in each room so we are not dragging tv's and from room to room and trying to gather enough laptops in order to have more than one meeting at a time.

Item #4 is new copiers in records and administration offices. They are both over 6 years old and are breaking down more. #5 are authentication tokens which allow you to have secondary authentication on top of user names and passwords. The NFA makes it much more difficult for someone to get into our system even if they have your user name and password because they still need the fiscal item. #6 is an internal detection system. It is something that helps monitor traffic outbound to see if we have any virus that came into our network. Item #7 is an iPad refresh. Apple doesn't support them forever, so we are looking to refresh these older ones. Item #8 is a replacement plotter. We have one plotter that the police and village hall use for maps or the museum events.

There really is not any big changes in training or associations. The biggest change in our line item detail is the addition of Microsoft licensing. We are probably one of the few organizations that haven't switched to Office 365. Times have been tough since 2008 and we have always tried to cut where possible, but it is about time to make this leap and it will also add some security and resiliency and allow us to move our files to a share point so people who are not at their desk can access their files.

Chairman Gandsey asked if it made sense to buy desk top computers.

Mr. Hostetler stated for security reasons, when people work from home, we make them remote into their desktop for security purposes. We prevent them from creating connection from their network to ours.

Ms. Schumacher stated that Mr. Hostetler recently applied for a grant to help cover some of these security measures and office 365. There are some other great items like Microsoft Planner that allows a department to create projects and assign task to employees and they have due dates which makes it easier to track projects and know who is working on what.

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

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



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
March 21, 2023**

ROLL CALL VOTE TO ADJOURN

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

The meeting was adjourned at 9:03 p.m.

Samuel Hughes
Deputy Village Clerk



VILLAGE OF BARTLETT COMMITTEE MINUTES

April 4, 2023

CALL TO ORDER

President Wallace called the Committee of the Whole meeting of April 4, 2023 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:23 p.m.

ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Public Works Engineer Bob Allen, Planning & Development Director Kristy Stone, Head Golf Professional Phil Lenz, Police Chief Geoff Pretkelis, Deputy Chief Jim Durbin, Deputy Chief Will Naydenoff, Village Attorney Bryan Mraz and Village Clerk Lorna Gilles.

There being no business to discuss, President Wallace entertained a motion to adjourn to Executive Session to Discuss Appointment of Legal Counsel Pursuant to Section 2(c)1 of the Open Meetings Act.

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned to Executive Session at 7:23 p.m.

President Wallace called the Committee of the Whole meeting of April 4, 2023 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:55 p.m.

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



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
April 4, 2023**

ROLL CALL VOTE TO ADJOURN

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

The meeting was adjourned to Executive Session at 7:56 p.m.

Lorna Giles
Village Clerk

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/18/2023

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - APRIL 2023	338,736.62
** 1 DEARBORN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - APRIL 2023	4,384.12
** 1 METROPOLITAN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - APRIL 2023	16,693.32
INVOICES TOTAL:		359,814.06

1100-VILLAGE BOARD/ADMINISTRATION

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MARK YOUR SPACE INC	POST CARDS	154.50
INVOICES TOTAL:		154.50

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	NAME PLATE	8.48
INVOICES TOTAL:		8.48

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	NIU/ILCMA SEMINAR FEES	217.00
INVOICES TOTAL:		217.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	IPELRA SEMINAR REGISTRATION	200.00
INVOICES TOTAL:		200.00

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	MUSEUM EXPENSES/SUPPLIES	545.90
INVOICES TOTAL:		545.90

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	31.60
** 1 ELAN FINANCIAL SERVICES	MEETING REFRESHMENTS/ZOOM FEES	680.64
INVOICES TOTAL:		712.24

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/18/2023**

1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	795.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	285.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	541.03
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	1,575.00
<u>INVOICES TOTAL:</u>		<u>7,046.03</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	PHASE I ESA/IL 59 & LAKE ST	405.00
1 HAMPTON LENZINI AND RENWICK INC	MAGNOLIA PARK REVIEW	1,636.25
1 HAMPTON LENZINI AND RENWICK INC	STORMWATER & WETLAND REVIEWS	180.00
1 HAMPTON LENZINI AND RENWICK INC	GRASSLAND TOWNHOMES REVIEW	155.00
1 HAMPTON LENZINI AND RENWICK INC	HAWK HOLLOW STORMWATER REVIEW	2,565.00
1 HAMPTON LENZINI AND RENWICK INC	ALDI STORMWATER REVIEW	135.00
<u>INVOICES TOTAL:</u>		<u>5,076.25</u>

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 QUADIENT INC	POSTAGE METER LEASE PAYMENT	475.38
<u>INVOICES TOTAL:</u>		<u>475.38</u>

523110-LEGAL PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	BUDGET PUBLIC HEARING NOTICE	41.85
<u>INVOICES TOTAL:</u>		<u>41.85</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	TONER CARTRIDGE	125.66
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	65.96
1 WAREHOUSE DIRECT	TONER	190.66
1 WAREHOUSE DIRECT	PAPER/PAPER TOWELS/SUPPLIES	34.71
<u>INVOICES TOTAL:</u>		<u>416.99</u>

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	BC TIF PAYOUT/SHIPPING CHARGES	23.79
<u>INVOICES TOTAL:</u>		<u>23.79</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	IGFOA WEBINAR FEE	120.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/18/2023**

INVOICES TOTAL: 120.00

1500-PLANNING & DEV SERVICES

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	ICC MEMBERSHIP DUES	145.00
<u>INVOICES TOTAL:</u>		<u>145.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LAKE STREET CLEAN-UP	2,500.00
** 1 ELAN FINANCIAL SERVICES	APA - JOB POSTING FEE	125.00
1 EXAMINER PUBLICATIONS INC	PUBLIC HEARING NOTICE	93.00
<u>INVOICES TOTAL:</u>		<u>2,718.00</u>

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PROSHRED CHICAGO	PAPER SHREDDING SERVICES	211.64
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
<u>INVOICES TOTAL:</u>		<u>1,446.64</u>

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 911 TECH INC	PSTRACKER ANNUAL SUBSCRIPTION	4,000.00
<u>INVOICES TOTAL:</u>		<u>4,000.00</u>

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	ADVERTISING/RECRUITMENT CARDS	53.99
<u>INVOICES TOTAL:</u>		<u>53.99</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	734.27
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	2,017.66
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	31.85
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	83.10
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	41.00
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	49.73
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	461.00
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	1,991.01
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	64.92
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	29.15

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/18/2023

1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	27.45
		INVOICES TOTAL: 5,531.14

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	TONER CARTRIDGE	112.95
** 1 ELAN FINANCIAL SERVICES	MAVERICK GROOMING FEES	75.00
1 HEARTLAND ANIMAL HOSPITAL PC	LUTHER EXAM/VACCINES	348.65
1 HEARTLAND ANIMAL HOSPITAL PC	LUTHER CANINE MEDICINE	169.80
1 MICHAEL KMIECIK	LUTHER K9 FOOD	138.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	91.58
1 PORTER LEE CORPORATION	EVIDENCE SUPPLIES	71.43
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	319.60
1 ULINE	EVIDENCE SUPPLIES	347.76
1 WAREHOUSE DIRECT	TONER	116.99
1 WAREHOUSE DIRECT	INK CARTRIDGE	128.92
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	32.15
		INVOICES TOTAL: 1,952.83

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STREICHER'S INC	BADGES/TIE BARS/COLLAR PINS	1,329.00
		INVOICES TOTAL: 1,329.00

530125-SHOOTING RANGE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BEST TECHNOLOGY SYSTEMS INC	RANGE MAINTENANCE/CLEANING	1,911.84
** 1 ELAN FINANCIAL SERVICES	RANGE WEAPON SUPPLIES	219.54
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	45.96
1 RAY O'HERRON CO INC	AMMUNITION	3,980.00
		INVOICES TOTAL: 6,157.34

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	LABELS	26.99
1 STATE GRAPHICS	ENVELOPES/LETTERHEAD	692.36
1 WAREHOUSE DIRECT	BINDER CLIPS/INK	18.70
1 WAREHOUSE DIRECT	MARKERS/PENS/SUPPLIES	236.46
1 WAREHOUSE DIRECT	BINDERS/SUPPLIES	74.84
1 WAREHOUSE DIRECT	LINT ROLLERS	14.61
1 WAREHOUSE DIRECT	CERAMIC HEATER/OFFICE SUPPLIES	242.93
		INVOICES TOTAL: 1,306.89

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	REPLACEMENT CARTRIDGES	145.98

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/18/2023

INVOICES TOTAL: 145.98

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	I-PAC CONFERENCE/TRAINING BATONS	607.06
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	46.33
<u>INVOICES TOTAL:</u>		<u>653.39</u>

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	NARCAN TRAINING CARDS	53.99
1 WORLDPOINT ECC INC	CPR MASKS	563.00
<u>INVOICES TOTAL:</u>		<u>616.99</u>

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 4IMPRINT	OPEN HOUSE PROMOTIONAL ITEMS	1,362.46
1 4IMPRINT	OPEN HOUSE PROMOTIONAL ITEMS	202.53
1 THE FINER LINE INC	OPEN HOUSE PROMOTIONAL ITEMS	469.82
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	22.75
1 ROSE PARTY RENTALS & SERVICE INC	HELIUM TANK RENTAL/OPEN HOUSE	495.00
1 PATTI ANN UMMEL	FACE PAINTING FOR OPEN HOUSE	395.00
<u>INVOICES TOTAL:</u>		<u>2,947.56</u>

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	ONLINE ENTRY/LATERAL POLICE AD	295.00
<u>INVOICES TOTAL:</u>		<u>295.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	80.00
<u>INVOICES TOTAL:</u>		<u>80.00</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FLOCK SAFETY	FLOCK READERS	4,375.00
<u>INVOICES TOTAL:</u>		<u>4,375.00</u>

570105-EQUITABLE SHARING EXPENSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FLOCK SAFETY	FLOCK READERS	6,500.00
<u>INVOICES TOTAL:</u>		<u>6,500.00</u>

1800-STREET MAINTENANCE

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/18/2023**

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	2.10
1 VERIZON WIRELESS	WIRELESS SERVICES	293.66
1 VERIZON WIRELESS	WIRELESS SERVICES	281.98
INVOICES TOTAL:		577.74

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	23.81
1 NICOR GAS	GAS BILL	347.98
1 NICOR GAS	GAS BILL	892.61
1 NICOR GAS	GAS BILL	1,271.87
INVOICES TOTAL:		2,536.27

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	720.00
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	450.00
1 ULTRA STROBE COMMUNICATIONS INC	RADIO INSTALLATION	276.85
INVOICES TOTAL:		1,446.85

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JERRY'S WELDING INC	TRUCK MAINTENANCE	1,951.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	54.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	54.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	54.00
INVOICES TOTAL:		2,113.00

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	CABLE LOCATION SERVICES	143.44
INVOICES TOTAL:		143.44

527112-SERVICE TO MAINTAIN STR LIGHTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMUND & NELSON CO	CONTROL CABINET REPLACEMENT	8,895.00
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	1,098.72
INVOICES TOTAL:		9,993.72

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 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	310.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	1,045.00

** Indicates pre-issue check.

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1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	445.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	958.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	852.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	2,187.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	2,335.00
	INVOICES TOTAL:	11,619.50

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CURB CUTTERS INC	CURB CUT FEES	400.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,685.10
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,572.30
1 WELCH BROS INC	MAINTENANCE SUPPLIES	97.08
1 WELCH BROS INC	WOOD STAKES	147.20
1 WELCH BROS INC	MAINTENANCE SUPPLIES	61.50
	INVOICES TOTAL:	4,963.18

527140-TREE TRIMMING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAF TREE CARE INC	FORESTRY MANAGEMENT PLAN	190.00
1 GRAF TREE CARE INC	FORESTRY MANAGEMENT PLAN	950.00
	INVOICES TOTAL:	1,140.00

527160-STREET SWEEPING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLEAN SWEEP	STREET SWEEPING SERVICES	10,100.00
	INVOICES TOTAL:	10,100.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OIL CHANGE STICKERS	38.37
1 GRAINGER	HOT & COLD CARTRIDGES	26.69
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	1,147.46
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING PAINT	54.60
1 WAREHOUSE DIRECT	CREDIT - RETURN	-20.83
1 WAREHOUSE DIRECT	INK CARTRIDGE/COFFEE	83.68
1 WAREHOUSE DIRECT	COFFEE CREAMER/SUGAR/FILTERS	40.80
1 WAREHOUSE DIRECT	PAPER/OFFICE SUPPLIES	95.70
1 WELCH BROS INC	MATERIALS & SUPPLIES	18.00
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	216.61
	INVOICES TOTAL:	1,701.08

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	832.31
	INVOICES TOTAL:	832.31

** Indicates pre-issue check.

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530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CPR AED CARDS	238.00
INVOICES TOTAL:		238.00

534230-SNOW PLOWING SALT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MORTON SALT INC	ROAD SALT	12,733.43
1 MORTON SALT INC	ROAD SALT	1,680.74
1 MORTON SALT INC	ROAD SALT	13,323.01
1 MORTON SALT INC	ROAD SALT	1,583.62
INVOICES TOTAL:		29,320.80

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FLEETPRIDE	OIL FILTERS	103.78
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	168.16
INVOICES TOTAL:		271.94

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3M COMPANY	STREET SIGN MATERIALS	295.63
1 GRIMCO INC	MAINTENANCE SUPPLIES	304.00
1 GRIMCO INC	MAINTENANCE SUPPLIES	152.00
1 GRIMCO INC	MAINTENANCE SUPPLIES	325.06
INVOICES TOTAL:		1,076.69

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE TOPSOIL INC	GRAVEL PURCHASE	1,155.00
1 MIDWEST TRADING HORTICULTURAL	GRASS SEED	54.00
1 MIDWEST TRADING HORTICULTURAL	GRASS SEED	499.20
INVOICES TOTAL:		1,708.20

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	112.98
1 OVERHEAD GARAGE DOOR	GARAGE DOOR OPENER INSTALLATION	1,950.00
INVOICES TOTAL:		2,062.98

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	287.07
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	48.61
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	647.76
INVOICES TOTAL:		983.44

** Indicates pre-issue check.

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541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	APWA AWARDS LUNCH/MEETING SNACKS	69.57
	INVOICES TOTAL:	69.57

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	M&M-FEMA NATIVE BASINS	1,005.50
1 CHRISTOPHER B BURKE ENG LTD	MUNGER RD CULVERT REPLACEMENT	8,467.50
1 HAMPTON LENZINI AND RENWICK INC	LEISEBURG PARK SEWER REPAIRS	4,117.50
1 NEENAH FOUNDRY COMPANY	ROLL GRATES & FRAMES	1,600.00
	INVOICES TOTAL:	15,190.50

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LOMBARDI ELECTRIC INC	BREAKER PANEL REPLACEMENT	22,851.78
	INVOICES TOTAL:	22,851.78

2200-MFT EXPENDITURES

583005-MFT MAINTENANCE PROGRAM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARROW ROAD CONSTRUCTION CO	STREETS RESURFACING PROJECT	14,311.18
	INVOICES TOTAL:	14,311.18

430000-DEVELOPER DEPOSITS FUND

261292-TRAILER BOND-TRIUMPH-SPITZER

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRIUMPH CONSTRUCTION SERVICES CORP	BOND REFUND/375 SPITZER RD	500.00
	INVOICES TOTAL:	500.00

5000-WATER OPERATING EXPENSES

520025-DWC WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - FEBRUARY 23	420,357.00
	INVOICES TOTAL:	420,357.00

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	SCADA PHONE SERVICE	37.59
1 OTM ENVIRONMENTAL SERVICES INC	WATER SYSTEM CHECKS/MAR 2023	7,200.00
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	12,441.08
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33

** Indicates pre-issue check.

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INVOICES TOTAL: 21,972.00

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	293.66
		<u>INVOICES TOTAL: 293.66</u>

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	1,571.55
		<u>INVOICES TOTAL: 1,571.55</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	GROUND STORAGE TANK STORAGE	6,448.00
1 DIXON ENGINEERING INC	WATER TOWER PROJECT	6,800.00
		<u>INVOICES TOTAL: 13,248.00</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	199.04
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	31.77
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	237.75
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	311.18
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,872.21
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	446.30
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	4,231.97
1 NICOR GAS	GAS BILL	446.28
1 NICOR GAS	GAS BILL	315.76
		<u>INVOICES TOTAL: 8,092.26</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	150.00
		<u>INVOICES TOTAL: 150.00</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MATERIALS & SUPPLIES	1,279.40
1 CORE & MAIN LP	MATERIALS & SUPPLIES	681.60
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	84.61
1 WAREHOUSE DIRECT	CREDIT - RETURN	-20.83
1 WAREHOUSE DIRECT	INK CARTRIDGE/COFFEE	83.68
1 WAREHOUSE DIRECT	COFFEE CREAMER/SUGAR/FILTERS	40.80
1 WAREHOUSE DIRECT	PAPER/OFFICE SUPPLIES	95.70
		<u>INVOICES TOTAL: 2,244.96</u>

** Indicates pre-issue check.

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530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	283.62
	INVOICES TOTAL:	283.62

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	670.43
	INVOICES TOTAL:	670.43

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	51.12
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	60.26
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	68.14
	INVOICES TOTAL:	179.52

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CPR AED CARDS	238.00
	INVOICES TOTAL:	238.00

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	WATER/SEWER LETTERHEAD	552.40
	INVOICES TOTAL:	552.40

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	BC TIF PAYOUT/SHIPPING CHARGES	27.79
1 SEBIS DIRECT INC	APRIL BILLS POSTAGE	2,978.06
	INVOICES TOTAL:	3,005.85

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	24.23
	INVOICES TOTAL:	24.23

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	WINCH	1,115.06
	INVOICES TOTAL:	1,115.06

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	112.98

** Indicates pre-issue check.

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INVOICES TOTAL: 112.98

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METER/SUPPLIES	1,068.10
1 WATER RESOURCES INC	WATER METERS	1,490.60
<u>INVOICES TOTAL:</u>		<u>2,558.70</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	MEETING REFRESHMENTS	6.05
<u>INVOICES TOTAL:</u>		<u>6.05</u>

547072-DWC CAPITAL BUY IN PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - FEBRUARY 23	36,196.20
<u>INVOICES TOTAL:</u>		<u>36,196.20</u>

5090-WATER CAPITAL PROJECTS EXP

581020-WATER METER AUTOMATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METER INSTALLATION	22,953.70
<u>INVOICES TOTAL:</u>		<u>22,953.70</u>

581029-WATERMAIN REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GERARDI SEWER & WATER CO	WATER MAIN REPLACEMENT PROJECT	36,488.83
<u>INVOICES TOTAL:</u>		<u>36,488.83</u>

5100-SEWER OPERATING EXPENSES

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	293.67
<u>INVOICES TOTAL:</u>		<u>293.67</u>

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	308.75
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	542.10
<u>INVOICES TOTAL:</u>		<u>850.85</u>

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	APWA JOB POSTING FEE	375.00

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INVOICES TOTAL: **375.00**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	83.77
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	664.92
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	147.43
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	204.29
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	281.74
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	46.73
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	3,013.20
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	153.84
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	105.97
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	39.54
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	174.61
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	37.39
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	66.27
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	140.02
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	27.50
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	101.95
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	35,287.42
1 NICOR GAS	GAS BILL	51.08
1 NICOR GAS	GAS BILL	53.84
1 NICOR GAS	GAS BILL	165.03
1 NICOR GAS	GAS BILL	2,462.02
1 NICOR GAS	GAS BILL	682.37
1 NICOR GAS	GAS BILL	51.10
1 NICOR GAS	GAS BILL	51.70
1 NICOR GAS	GAS BILL	164.74
1 NICOR GAS	GAS BILL	52.76
1 NICOR GAS	GAS BILL	161.55
1 NICOR GAS	GAS BILL	53.13
1 NICOR GAS	GAS BILL	53.57
1 NICOR GAS	GAS BILL	55.39
1 NICOR GAS	GAS BILL	84.75
<u>INVOICES TOTAL:</u>		44,719.62

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	150.00
<u>INVOICES TOTAL:</u>		150.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALCO LTD	DEMINERALIZER	136.00
1 FULLIFE SAFETY LLC	FIRST AID KITS	126.80
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	70.15
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	650.30
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	21.34

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1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	100.74
		INVOICES TOTAL: 1,105.33

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	2,459.80
1 HAWKINS INC	CHEMICAL SUPPLIES	3,960.86
1 HAWKINS INC	CHEMICAL SUPPLIES	7,378.92
		INVOICES TOTAL: 13,799.58

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CPR AED CARDS	238.00
1 FIVE STAR SAFETY EQUIPMENT INC	RAINSUIT/SAFETY GEAR	103.45
1 FIVE STAR SAFETY EQUIPMENT INC	EAR MUFFS	25.90
1 PRO CHEM INC	NITRILE GLOVES	335.48
		INVOICES TOTAL: 702.83

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	APRIL BILLS POSTAGE	2,978.06
		INVOICES TOTAL: 2,978.06

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIR ONE EQUIPMENT INC	MAINTENANCE SUPPLIES	305.00
1 CERTIFIED BALANCE & SCALE CORP	LAB SCALE	3,477.00
1 CERTIFIED BALANCE & SCALE CORP	MAINTENANCE SUPPLIES	242.00
1 CHICAGO CHAIN & TRANSMISSION CO	REPLACEMENT MOTOR	1,784.51
1 CONNELLY ELECTRIC CO	LIFT STATION PUMP MAINTENANCE	600.00
1 FLOW-TECHNICS INC	PUMP REPAIRS	387.50
1 FLOW-TECHNICS INC	PUMP REPAIRS	797.50
1 FULLIFE SAFETY LLC	MAINTENANCE SUPPLIES	25.60
1 SERVICE INDUSTRIAL SUPPLY	MAINTENANCE SUPPLIES	2,455.54
1 STENSTROM PETROLEUM SERVICES INC	MONTHLY INSPECTION FEE	150.00
		INVOICES TOTAL: 10,224.65

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST TRADING HORTICULTURAL	GRASS SEED	124.80
		INVOICES TOTAL: 124.80

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	112.98
		INVOICES TOTAL: 112.98

** Indicates pre-issue check.

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541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	MEETING REFRESHMENTS	12.09
<u>INVOICES TOTAL:</u>		<u>12.09</u>

5190-SEWER CAPITAL PROJECTS EXP

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RUBINO ENGINEERING INC	CONCRETE COMPRESSION TESTING	2,196.00
<u>INVOICES TOTAL:</u>		<u>2,196.00</u>

582028-DEVON EXCESS FLOW PLANT REHB

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY STORMWATER MANAGEME	STORMWATER CERTIFICATION FEE	480.00
<u>INVOICES TOTAL:</u>		<u>480.00</u>

5200-PARKING OPERATING EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	63.33
1 NICOR GAS	GAS BILL	113.24
1 NICOR GAS	GAS BILL	377.03
<u>INVOICES TOTAL:</u>		<u>553.60</u>

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	METRA INTERNET SERVICE	62.35
<u>INVOICES TOTAL:</u>		<u>62.35</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	400.00
<u>INVOICES TOTAL:</u>		<u>400.00</u>

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GALLUS GOLF LLC	MOBILE APP MONTHLY LICENSE FEE	250.00
1 GALLUS GOLF LLC	MOBILE APP MONTHLY LICENSE FEE	250.00
1 GALLUS GOLF LLC	MOBILE APP MONTHLY LICENSE FEE	250.00
1 GALLUS GOLF LLC	MOBILE APP MONTHLY LICENSE FEE	250.00
1 GALLUS GOLF LLC	MOBILE APP MONTHLY LICENSE FEE	250.00
1 THOMPSON ELEVATOR INSPECTION	ELEVATOR CODE INSPECTION	41.00

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INVOICES TOTAL: 1,291.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	426.48
1 NICOR GAS	GAS BILL	1,172.65
<u>INVOICES TOTAL:</u>		<u>1,599.13</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALL STAR PRO GOLF	GOLF PENCILS	382.92
1 THE HOME DEPOT PRO	PAPER TOWELS	93.64
1 HORNUNG'S GOLF PRODUCTS INC	CART KEY TAGS	118.99
1 POWERS SPORTS LLC	SIMULATOR REPLACEMENT TURF	316.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	331.52
<u>INVOICES TOTAL:</u>		<u>1,243.07</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	719.54
<u>INVOICES TOTAL:</u>		<u>719.54</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	LABELS	29.94
<u>INVOICES TOTAL:</u>		<u>29.94</u>

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	UPS SHIPPING CHARGES	562.69
<u>INVOICES TOTAL:</u>		<u>562.69</u>

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	32.80
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	69.32
<u>INVOICES TOTAL:</u>		<u>102.12</u>

534332-PURCHASES - GOLF BALLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF BALLS	2,447.97
1 ACUSHNET COMPANY	GOLF BALLS	135.97
1 TAYLOR MADE GOLF COMPANY INC	GOLF BALLS	433.44
1 TAYLOR MADE GOLF COMPANY INC	GOLF BALLS	183.51
1 TAYLOR MADE GOLF COMPANY INC	GOLF BALLS	143.22
1 TAYLOR MADE GOLF COMPANY INC	GOLF BALLS	182.92
1 TAYLOR MADE GOLF COMPANY INC	GOLF BALLS	232.40

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: **3,759.43**

5510-GOLF MAINTENANCE EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
		<u>INVOICES TOTAL:</u> 25.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	436.89
1 NICOR GAS	GAS BILL	390.90
		<u>INVOICES TOTAL:</u> 827.79

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	ACCESS POINTS/SWITCH	1,109.09
		<u>INVOICES TOTAL:</u> 1,109.09

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	441.01
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	719.54
		<u>INVOICES TOTAL:</u> 1,160.55

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	75.15
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	18.50
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	47.02
		<u>INVOICES TOTAL:</u> 140.67

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	42.59
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	8.59
		<u>INVOICES TOTAL:</u> 51.18

572000-BUILDING & GROUNDS IMPROVMNTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	TURF MAINTENANCE SUPPLIES	882.61
1 MIDWEST GROUNDCOVERS LLC	PLANT PURCHASE	612.00
		<u>INVOICES TOTAL:</u> 1,494.61

5560-GOLF RESTAURANT EXPENSES

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	CAN OPENER SHARPENED	25.00
1 COMPLETE BAR SYSTEMS LLC	FLUSHED BEER SYSTEM LINES	138.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	108.33
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.83
INVOICES TOTAL:		317.16

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	195.45
INVOICES TOTAL:		195.45

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	FOODSAVER MACHINE/VACUUM BAGS	78.20
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	17.89
INVOICES TOTAL:		96.09

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A J MAKA DISTRIBUTING LLC	BEER PURCHASE	206.39
1 CHICAGO BEVERAGE SYSTEMS/	BEER PURCHASE	222.50
1 EUCLID BEVERAGE LLC	BEER PURCHASE	265.91
1 GRECO AND SONS INC	FOOD PURCHASE	200.00
1 GRECO AND SONS INC	FOOD PURCHASE	150.00
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	208.49
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	2,198.72
1 SYSCO CHICAGO INC	FOOD PURCHASE	400.00
1 TEC COFFEE & FOODS	COFFEE PURCHASE	65.25
INVOICES TOTAL:		3,917.26

546900-CONTINGENCIES

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

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	CAN OPENER SHARPENED	25.00
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 ALSCO	LINEN SERVICES	587.73
1 ALSCO	LINEN SERVICES	204.63
1 ALSCO	LINEN SERVICES	57.19

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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 INVOICES DUE ON/BEFORE 4/18/2023**

1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	61.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	108.34
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.84
	<u>INVOICES TOTAL:</u>	<u>1,109.73</u>

523100-ADVERTISING

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 ELAN FINANCIAL SERVICES	JOB AD POSTING	144.00
	<u>INVOICES TOTAL:</u>	<u>144.00</u>

524120-UTILITIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 NICOR GAS	GAS BILL	195.45
	<u>INVOICES TOTAL:</u>	<u>195.45</u>

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMAZON CAPITAL SERVICES INC	FOODSAVER MACHINE/VACUUM BAGS	78.20
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	17.89
	<u>INVOICES TOTAL:</u>	<u>96.09</u>

534320-PURCHASES - FOOD & BEVERAGE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 THE BAKING INSTITUTE BAKERY CO	CUPCAKES	350.19
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	216.99
1 THE BAKING INSTITUTE BAKERY CO	CUPCAKES	146.59
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	356.44
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	457.43
1 GRECO AND SONS INC	FOOD PURCHASE	461.32
1 GRECO AND SONS INC	FOOD PURCHASE	153.27
1 GRECO AND SONS INC	FOOD PURCHASE	609.68
1 GRECO AND SONS INC	FOOD PURCHASE	161.56
1 MLA WHOLESALE INC	FLOWERS	36.85
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	208.49
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	697.22
1 SYSCO CHICAGO INC	FOOD PURCHASE	5,340.95
1 TEC COFFEE & FOODS	COFFEE PURCHASE	65.26
	<u>INVOICES TOTAL:</u>	<u>9,262.24</u>

546900-CONTINGENCIES

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

5580-GOLF MIDWAY EXPENSES

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/18/2023**

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	107.96
1 SYSCO CHICAGO INC	FOOD SERVICE SUPPLIES	68.65
INVOICES TOTAL:		176.61

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO BEVERAGE SYSTEMS/	BEER PURCHASE	215.84
1 CIGAR WERKS INC	CIGAR PURCHASE	557.22
1 EUCLID BEVERAGE LLC	BEER PURCHASE	173.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	184.88
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	222.18
1 SCNS SPORTS FOODS	FOOD PURCHASE	202.40
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	300.00
1 TEC COFFEE & FOODS	COFFEE PURCHASE	65.25
INVOICES TOTAL:		1,920.77

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLARKE ENVIRONMENTAL MOSQUITO	MOSQUITO MGMT SERVICE MAY 2023	16,650.00
INVOICES TOTAL:		16,650.00

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	91.90
** 1 ELAN FINANCIAL SERVICES	GIS AUTOMATION/MDM FEES	84.30
INVOICES TOTAL:		176.20

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLEGIANT FIRE PROTECTION LLC	FIRE PUMP INSPECTION	455.00
1 LIONHEART CRITICAL POWER	GENERATOR MAINTENANCE	562.90
1 TK ELEVATOR CORPORATION	ELEVATOR CAB FAN INSTALLATION	1,439.90
INVOICES TOTAL:		2,457.80

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	410.11
1 VERIZON WIRELESS	WIRELESS SERVICES	572.25
INVOICES TOTAL:		982.36

524120-UTILITIES

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

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/18/2023

1 COMMONWEALTH EDISON CO	ELECTRIC BILL	353.33
1 NICOR GAS	GAS BILL	164.05
1 NICOR GAS	GAS BILL	1,497.06
		INVOICES TOTAL:
		2,014.44

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	RETIREMENT LUNCHEON/GIFT	261.84
1 AMAZON CAPITAL SERVICES INC	TONER CARTRIDGE	31.71
1 AMAZON CAPITAL SERVICES INC	WEBCAM/WIRELESS KEYBOARD	117.15
1 CENTURY PRINT & GRAPHICS	BLANK LETTERHEAD STOCK	104.69
** 1 DOGFATHER HOT DOGS	RETIREMENT LUNCHEON	1,232.00
** 1 ELAN FINANCIAL SERVICES	SOFT DRINK PURCHASE	232.06
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	196.61
1 WAREHOUSE DIRECT	PAPER	613.80
1 WAREHOUSE DIRECT	PAPER/PAPER TOWELS/SUPPLIES	937.77
		INVOICES TOTAL:
		3,727.63

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	12.88
		INVOICES TOTAL:
		12.88

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOWN & COUNTRY GARDENS EL	FLOWERS	188.98
		INVOICES TOTAL:
		188.98

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DRONE ACCESSORIES	426.68
1 DELL MARKETING L.P.	REPLACEMENT COMPUTERS	49,416.98
** 1 ELAN FINANCIAL SERVICES	CLOUD SERVICES	1.40
		INVOICES TOTAL:
		49,845.06

GRAND TOTAL: 1,313,067.81

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 4/18/2023

GENERAL FUND	536,048.21
MOTOR FUEL TAX FUND	14,311.18
DEVELOPER DEPOSITS FUND	500.00
WATER FUND	572,315.00
SEWER FUND	78,125.46
PARKING FUND	1,015.95
GOLF FUND	34,696.66
CENTRAL SERVICES FUND	76,055.35
GRAND TOTAL	1,313,067.81

** Indicates pre-issue check.

VILLAGE OF BARTLETT TREASURER'S REPORT
 CASH & INVESTMENT REPORT
 FISCAL YEAR 2022/23 as of February 28, 2023

Fund	1/31/2023	Receipts	Disburse- ments	2/28/2023
General	22,506,977	1,757,186	1,935,051	22,329,111
MFT	5,069,387	133,422	0	5,202,809
Debt Service	324,474	5,471	318	329,627
Capital Projects	5,091,645	191	0	5,091,836
Municipal Building	3,140,644	1,493	5,550	3,136,587
Developer Deposits	2,473,340	35	0	2,473,375
59 & Lake TIF	(2,641,255)	0	0	(2,641,255)
BC Municipal TIF	1,808,539	959	34,079	1,775,420
Bluff City TIF Municipal	242,579	127	0	242,706
Water	6,018,244	1,062,062	822,955	6,257,351
Sewer	21,991,431	2,418,882	407,795	24,002,518
Parking	(201,403)	4,574	19,405	(216,234)
Golf	(370,324)	42,258	138,601	(466,666)
Central Services	920,738	121,741	77,404	965,075
Vehicle Replacement	3,931,269	58,823	0	3,990,093
TOTALS	70,306,284	5,607,225	3,441,157	72,472,351

Detail of Ending Balance				
	Cash	Investments	Assets/Liab.	Net 2/28/2023
	5,727,724	15,639,614	961,774	22,329,111
	1,791,622	3,388,501	22,686	5,202,809
	77,036	252,013	578	329,627
	10,018	32,773	5,049,045	5,091,836
	668,778	2,187,821	279,989	3,136,587
	1,878	4,299,735	(1,828,237)	2,473,375
	248,959	814,437	(3,704,651)	(2,641,255)
	422,441	1,381,961	(28,982)	1,775,420
	56,822	185,884	0	242,706
	1,806,818	5,910,441	(1,459,908)	6,257,351
	1,050,180	3,435,200	19,517,138	24,002,518
	0	0	(216,234)	(216,234)
	0	0	(466,666)	(466,666)
	196,780	643,741	124,554	965,075
	448,771	1,468,096	2,073,225	3,990,093
TOTALS	12,507,826	39,640,216	20,324,310	72,472,351

BC Project TIF	4,169,623	8,567	0	4,178,189
Bluff City Project TIF	11,298	6	0	11,304
Bluff City SSA Debt Srv.	447,207	1	450,291	(3,082)
Police Pension	56,171,343	(1,117,653)	261,612	54,792,079



Todd Dowden
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
 FISCAL YEAR 2022/23 as of February 28, 2023

Fund	Revenues			Expenditures				
	Actual	Current Year Budget	Percent	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	27,357,111	27,110,465	100.91%	92.87%	26,028,783	30,083,547	86.52%	81.99%
MFT	1,926,192	2,105,128	91.50%	75.95%	1,875,758	2,870,000	65.36%	52.19%
Debt Service	2,366,374	2,966,810	79.76%	410.87%	2,958,803	2,962,167	99.89%	425.45%
Capital Projects	2,782,764	2,763,462	100.70%	100.00%	500,000	500,000	100.00%	0.00%
Municipal Building	2,136,232	2,004,200	106.59%	171.74%	5,550	476,000	1.17%	0.12%
Developer Deposits	50,814	172,500	29.46%	54.11%	15,750	241,958	6.51%	20.04%
Bluff City SSA	449,274	947,509	47.42%	42.58%	975,904	981,925	99.39%	97.33%
59 & Lake TIF	(2,564,078)	61,000	-4203.41%	0.00%	77,177	61,000	126.52%	4.25%
Bluff City Municipal TIF	72,334	60,100	120.36%	148.74%	0	105,000	0.00%	0.00%
Bluff City Project TIF	1,111,614	2,100,500	52.92%	107.69%	1,108,301	2,100,000	52.78%	107.72%
Brewster Creek Municipal TIF	963,364	1,015,500	94.87%	107.10%	435,944	2,119,354	20.57%	42.40%
Brewster Creek Project TIF	9,286,022	8,055,000	115.28%	87.07%	9,248,030	8,052,000	114.85%	88.38%
Water	11,037,893	12,812,500	86.15%	86.74%	9,155,957	14,582,092	62.79%	65.28%
Sewer	20,033,282	22,710,000	88.21%	24.29%	18,200,899	22,722,961	80.10%	18.09%
Parking	49,584	50,000	99.17%	30.11%	127,851	239,902	53.29%	41.11%
Golf	2,269,556	2,507,558	90.51%	86.03%	2,157,080	2,496,920	86.39%	82.16%
Central Services	1,218,956	1,456,154	83.71%	83.69%	1,152,022	1,553,135	74.17%	72.20%
Vehicle Replacement	790,515	704,992	112.13%	84.92%	837,914	989,000	84.72%	33.89%
Police Pension	1,650,290	7,061,621	23.37%	45.45%	2,438,223	3,487,530	69.91%	38.63%
Subtotal	82,988,090	96,664,999	85.85%	83.20%	77,299,945	96,624,491	80.00%	68.12%
Less Interfund Transfers	(8,751,499)	(4,772,975)	183.36%	80.09%	(8,751,499)	(4,772,975)	183.36%	80.09%
Total	74,236,591	91,892,024	80.79%	83.37%	68,548,446	91,851,516	74.63%	67.49%

VILLAGE OF BARTLETT TREASURER'S REPORT
 MAJOR REVENUE BUDGET COMPARISONS
 FISCAL YEAR 2022/23 as of February 28, 2023

Fund	Actual	Current Year		Prior YTD %
		Budget	Percent	
Property Taxes	9,269,546	11,629,537	79.71%	85.85%
Sales Taxes (General Fund)	3,158,879	3,400,000	92.91%	85.10%
Income Taxes	5,706,834	5,400,000	105.68%	109.12%
Telecommunications Tax	348,435	410,000	84.98%	75.16%
Home Rule Sales Tax	2,363,320	2,500,000	94.53%	89.36%
Real Estate Transfer Tax	660,653	850,000	77.72%	133.06%
Use Tax	1,407,290	1,600,000	87.96%	147.08%
Building Permits	792,685	650,000	121.95%	108.82%
MFT	1,411,949	1,650,000	85.57%	90.62%
Water Charges	10,649,162	12,600,000	84.52%	86.32%
Sewer Charges	5,981,387	6,550,000	91.32%	87.64%
Interest Income	535,794	38,300	1398.94%	0.37%

VILLAGE OF BARTLETT TREASURER'S REPORT
 GOLF FUND DETAIL (Excluding Capital Projects)
 FISCAL YEAR 2022/23 as of February 28, 2023

Fund	Current Year		Percent
	Actual	Budget	
Golf Program			
Revenues	1,295,519	1,430,558	90.56%
Expenses	1,143,379	1,397,786	81.80%
Net Income	<u>152,140</u>	<u>32,772</u>	464.24%
F&B - Restaurant			
Revenues	131,916	149,000	88.53%
Expenses	320,515	365,622	87.66%
Net Income	<u>(188,600)</u>	<u>(216,622)</u>	87.06%
F&B - Banquet			
Revenues	685,269	780,000	87.86%
Expenses	623,078	667,812	93.30%
Net Income	<u>62,191</u>	<u>112,188</u>	55.43%
F&B - Midway			
Revenues	156,852	148,000	105.98%
Expenses	70,107	65,700	106.71%
Net Income	<u>86,745</u>	<u>82,300</u>	105.40%
Golf Fund Total			
Revenues	2,269,556	2,507,558	90.51%
Expenses	2,157,080	2,496,920	86.39%
Net Income	<u>112,476</u>	<u>10,638</u>	1057.30%

Sales Taxes

Month	FY 13/14	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
May	143,188	125,055	141,609	161,850	159,411	167,379	156,194	160,850	185,540	220,859
June	162,596	153,553	170,308	178,006	186,494	194,753	187,952	183,798	277,635	281,954
July	173,657	178,983	170,734	181,943	201,320	200,041	205,572	198,797	274,678	303,057
August	191,196	200,051	200,031	224,385	219,629	227,783	232,110	209,005	331,855	338,161
September	186,097	188,547	193,484	211,186	224,268	218,236	220,524	233,289	325,874	334,152
October	184,425	190,872	204,424	209,930	215,328	211,089	262,349	221,535	299,302	380,114
November	186,229	181,445	198,880	206,205	208,760	215,922	227,334	202,764	304,608	319,337
December	170,530	188,055	212,286	212,435	219,639	196,081	214,284	236,916	314,214	316,040
January	174,037	179,846	204,437	207,123	221,599	221,276	243,184	208,079	282,703	338,672
February	149,669	160,774	170,190	201,075	206,836	196,714	186,495	199,411	312,927	335,097
March	210,506	187,865	194,219	190,934	196,530	181,590	203,051	203,477	308,392	
April	151,678	141,054	149,630	167,837	180,413	170,866	193,930	211,072	247,260	
Total	2,083,807	2,076,100	2,210,232	2,352,909	2,440,227	2,401,729	2,532,977	2,468,994	3,464,989	3,167,445

% increase 1.73% -0.37% 6.46% 6.46% 3.71% -1.58% 5.46% -2.53% 40.34% 7.08%

Budget 2,010,000 2,075,000 2,115,000 2,205,000 2,400,000 2,425,000 2,460,000 2,575,000 3,400,000 3,400,000

Warrant/EFT#: EF 0013805

Fiscal Year	2023	Issue Date	02/07/23	
Warrant Total	\$335,097.21	Warrant Status		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A2345029	3A2345029	\$335,097.21

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$335,097.21	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 02/07/2023
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: NOV. 2022 COLL MO: DEC. 2022 VCHR MO: FEB. 2023
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

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
May	106,665	89,988	93,139	91,478	86,848	83,590	96,769	134,647	138,706
June	80,212	58,408	58,737	72,645	79,592	76,204	99,562	138,322	143,599
July	89,915	103,948	94,278	95,252	93,416	95,250	121,837	137,127	140,615
August	61,056	100,154	89,533	89,970	90,079	137,033	142,172	148,687	135,008
September	83,006	67,441	79,032	79,527	75,247	148,846	132,059	142,475	146,887
October	89,337	87,626	91,489	91,053	98,725	136,575	130,305	131,236	139,533
November	90,552	101,486	93,216	92,796	92,950	153,788	131,647	144,611	140,270
December	103,771	93,002	97,757	91,055	89,502	180,890	136,795	153,239	160,435
January	97,525	89,828	92,928	93,233	89,403	128,180	119,239	140,177	128,618
February	74,031	90,531	88,602	80,765	81,313	126,802	112,605	96,768	131,699
March	37,978	77,861	75,544	80,062	77,761	131,268	116,673	137,179	
April	95,841	93,782	90,224	94,326	91,212	122,218	135,751	138,279	
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	1,405,369
Plus:									
High Growth	37,682	37,743	37,801	37,266	36,909	9,192	89,348	61,771	
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	1,357,885	905,256	452,628
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
Annual Inc in \$									
only MFT Allocations	-0.73%	4.37%	-0.91%	0.74%	-0.58%	45.37%	-2.97%	11.34%	36.10%



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets
217-782-1662

Municipality Report

March 2, 2023

Bartlett

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR FEBRUARY, 2023

Beginning Unobligated Balance		\$8,801,002.02
Motor Fuel Tax Fund Allotment	\$65,079.20	
MFT Transportation Renewal Fund Allotment	\$66,619.61	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		<u>\$131,698.81</u>
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$1,265,218.98
Current Unobligated Balance		<u>\$7,667,481.85</u>

PROCESSED TRANSACTIONS:

AUTHORIZATIONS:

Date	Section	Category	Memo	Amount
2/16/2023	22-00094-00-RS	Contract Construct		\$1,265,218.98
			TOTAL	<u>\$1,265,218.98</u>

**A PROCLAMATION RECOGNIZING POLICE OFFICER
CHRIS PEARSON
UPON HIS RETIREMENT FROM THE VILLAGE OF BARTLETT**

WHEREAS, Officer Chris Pearson was sworn-in as a Bartlett Police Officer on April 4th, 2003, and;

WHEREAS, during his 20 years of service, Chris has served in capacities of Patrol Officer, Evidence Technician, Juvenile Officer, and Crisis Intervention Team Officer; and

WHEREAS, during his career with the Bartlett Police Department, Chris has been awarded Employee of the Month honors on multiple occasions and received a Shift Citation in 2019; and

WHEREAS, Chris has lent his creative talents and technological skills to the creation of commemorative class videos for many Citizen Police Academy classes, thereby contributing to lasting memories and building of meaningful community relationships; and

WHEREAS, Chris has trained, educated and mentored many police recruits and future successful police officers in his roles throughout the years as a Field Training Officer and Suburban Law Enforcement Academy Class Supervisor; and

WHEREAS, Chris has contributed in immeasurable ways to the safety and wellness of dozens of our officers over the years by serving as an Emergency Vehicle Operator's Course Instructor;

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, offer our many, many thanks to Bartlett Police Department's Chris Pearson for his twenty years of service. We are proud to have had you as a police officer in the Village of Bartlett and we wish you a retirement filled with good health and much happiness.

Dated this 18th Day of April 2023



Kevin Wallace, Village President

ARBOR DAY PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and

WHEREAS, trees in our village increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, do hereby proclaim April 28, 2023 as Arbor Day in the Village of Bartlett, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 18th day of April 2023



Kevin Wallace, Village President



Agenda Item Executive Summary

Item Name Aldi (Streets of Bartlett) Committee or Board Board

BUDGET IMPACT

Amount: N/A

Budgeted

N/A

List what fund N/A

EXECUTIVE SUMMARY

The petitioner is requesting a **modification to the Planned Unit Development Special Use Permit and a Fourth Site /PUD Plan Amendment** for the Streets of Bartlett (formerly Bartlett Plaza) to move the location of the proposed commercial building pad from the center of the existing parking lot further southwest due to the location of underground utilities.

The petitioner is also requesting a **Final Site/PUD Plan** for an approximately 20,000 sq.ft. Aldi grocery store.

Six **Major Design Exceptions** are being requested from the Downton Overlay District building regulations and building façade design. *Based on feedback from the Committee of the Whole and Planning & Zoning Commission, the petitioner submitted a revised north elevation (facing Pasta Mia) which included Nichiha fiber cement panels.*

The Planning & Zoning Commission reviewed the petitioner's requests and conducted the public hearing at their April 6, 2023 meeting. **The P & Z Commission recommended approval of the requests subject to the findings of fact and conditions outlined above with the additional condition:**

Q. The petitioner redesign the west wall of the building to provide similar architectural interest to the other three facades of the building and carry the finish material of the tower northward on the west side of the tower until such time that it is not visible from the street.

After the Planning & Zoning Commission meeting, Aldi agreed to submit revised elevations that incorporate Nichiha panels on the west elevation as requested in the above condition and has expressed that the building material shown on the west side of the tower will match in color and look similar to the tower's aluminum composite panels on the south and east elevation. *Aldi will be bringing the revised elevation and proposed tower materials to the Village Board meeting.* **Aldi is requesting that condition Q not be included because the revised elevations will meet the intent of the Planning & Zoning Commission's recommendation.**

Staff is requesting that the Aldi petition be forwarded directly to the Village Board in order to grant the entitlements in accordance with the schedule outlined in the Economic Incentive Agreement.

ATTACHMENTS (PLEASE LIST)

PDS Memo, ordinance with exhibits, minutes of the April 6, 2023 P&Z Commission meeting

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to approve Ordinance #2023-____ **An Ordinance Approving an Amendment to the Planned Unit Development Special Use Permit in Accordance with a Fourth Site/PUD Plan Amendment for the Streets of Bartlett, and Approving a Final Site/PUD Plan and Granting Major Design Exceptions for Aldi which includes enhanced north and west building elevations without any changes to the materials on the west side of the tower**
- Motion

Staff: Kristy Stone, PDS Director

Date: April 11, 2023

PLANNING & DEVELOPMENT SERVICES MEMORANDUM

23-16

DATE: April 11, 2023
TO: Paula Schumacher, Village Administrator
FROM: Kristy Stone, PDS Director *KJ*
RE: **(#23-03) Aldi**

PETITIONER

Chris Stair on behalf of Aldi Inc.,

SUBJECT SITE

Northwest corner of E. Devon Avenue and S. Berteau Avenue (Streets of Bartlett)

REQUESTS

Staff is requesting that the Aldi petition be forwarded directly to the Village Board in order to grant the entitlements in accordance with the schedule outlined in the Economic Incentive Agreement.

**Modification to the Planned Unit Development Special Use Permit
Fourth Site Plan/PUD Amendment
Final Site/PUD for Aldi
Major Design Exceptions**

- a) Building regulations:
 - i. Reduce the minimum required transparency on the primary frontage from 65% to 13.8%
 - ii. Eliminate the requirement for two building entrances on the primary frontage (E. Devon Avenue)
 - iii. Increase the maximum tower width from 30 feet to 77 feet (east elevation)
- b) Building façade design:
 - i. To allow a façade comprised of less than 60% of a single material
 - ii. To allow aluminum composite panels as a minor façade material
 - iii. To allow a change of materials when the façade's change of depth is less than 8-inches

SURROUNDING LAND USES

Subject Site	<u>Land Use</u> Commercial	<u>Comprehensive Plan</u> Commercial	<u>Zoning</u> B-3 PUD
North	Multi- Family	Attached Residential	SR-6

South	Single Family	Suburban Residential	SR-2
East	Industrial	Industrial	I-1
West	Commercial	Commercial	B-3

ZONING HISTORY

Through the Staff's research and as shown on the Village's Annexation Map, this parcel has been part of Bartlett since its incorporation in 1891 and was shown on the Village's first Zoning Map (1941) as part of the Farming District. These parcels are part of the H.O. Stone and Company's Town Addition to Bartlett which was platted and recorded in 1929. According to the 1962 Zoning Map, the property was zoned R-1 Single Family Residence, in 1971 zoned A-2 Multi-Family and in 1977 zoned SR-3 Suburban Residence. During the comprehensive rezoning of the Village in 1978, the property was rezoned to the B-3 (Neighborhood Shopping) Zoning District.

In 1978, the grocery store was constructed and in 1981 the original building was expanded northward and a second building was constructed to the north.

In 1988, Ordinance #1988-32 granted a Special Use Permit for a Planned Unit Development of the Bartlett Plaza Shopping Center Property (Phase 3 Addition).

In 2006, Ordinance #2006-22 approved a First Site Plan/PUD Amendment to allow an outdoor play area for the Kripa Montessori School.

In 2009, Ordinance #2009-63 approved the Second Site Plan/PUD Amendment to expand onto the outdoor play area for the Kripa Montessori School.

In 2019, Ordinance #2019-28 approved an amendment to the PUD for a Third Site/PUD Plan Amendment, granted special use permits (including package liquor sales) and granted variances for the entire Streets of Bartlett development. The Third Site/PUD Plan Amendment anticipated the future construction of a building towards the center of the site.



CURRENT DISCUSSION

1. The petitioner is requesting a **modification to the Planned Unit Development Special Use Permit** and a **Fourth Site /PUD Plan Amendment** for the Streets of Bartlett (formerly Bartlett Plaza) to move the location of the proposed commercial building pad from the center of the existing parking lot further southwest due to the location of underground utilities. The petitioner has entered into a ground lease with the property owner.
2. The petitioner is also requesting a **Final Site/PUD Plan** for an approximately 20,000 sq.ft. Aldi grocery store. Aldi would be allowed to sell package liquor under the existing Special Use Permit that was granted to for the Streets of Bartlett by Ordinance #2019-28. The Site/PUD Plan also indicates a future 2,500 sq.ft. addition on the west side of the building.
3. The Downtown Overlay District reduces the parking requirements when parking is shared by different uses. Each use's parking requirements are calculated separately and then adjusted based on the time of day. The time period with the highest number of total spaces required becomes the requirement for the development.

SHARED PARKING FACTORS

Use	Time of Day					
	WEEKDAY			WEEKEND		
	12AM-7AM	7AM-6PM	6PM-12AM	12AM-7AM	7AM-6PM	6PM-12AM
Office	5%	100%	10%	0%	10%	5%
Restaurant	50%	70%	100%	50%	60%	100%
Entertainment/Assembly	10%	30%	60%	10%	70%	100%
Retail/Service	5%	70%	80%	0%	100%	60%

REQUIRED PARKING CALCULATIONS

Use	Spaces required by use	Spaces Required per DTO for Multiple Uses					
		WEEKDAY			WEEKEND		
		12AM-7AM	7AM-6PM	6PM-12AM	12AM-7AM	7AM-6PM	6PM-12AM
Office	45	2	45	5	0	5	2
Restaurant	184	92	129	184	92	110	184
Entertainment/Assembly	107	11	32	64	11	75	107
Retail/Service	161	8	113	129	0	161	97
TOTAL	497	113	319	382	103	351	390

Based on the Downtown Overlay's multiple use reduction, the total number of required spaces for the Streets of Bartlett, including the proposed Aldi grocery store, is 390 parking spaces. **The Fourth Site Plan/PUD Amendment provides 444 parking spaces for the shopping center, exceeding the parking requirement by 54 spaces.** (*Ordinance #2019-28 approved a variation to reduce the amount of required parking to 406 parking spaces.*)

4. Aldi is also providing bicycle racks to accommodate the required 4 bicycle parking spaces near the entrance on the south side of the building.
5. The building elevations would be primarily comprised of Spec-Brik concrete masonry. The south (facing E. Devon Ave.) and east (facing S. Berteau Ave.) elevations also incorporate Nichiha fiber cement panels with a wood look and the entrance tower includes bright silver aluminum composite panels. A silver metal canopy is provided at the building entrance and over the shopping cart corral. All roof-top mechanicals will be screened. **Based on feedback from the Committee of the Whole and Planning & Zoning Commission, the petitioner has submitted a revised north elevation (facing Pasta Mia) which included Nichiha fiber cement panels.**
6. Six **Major Design Exceptions** are being requested for the proposed building elevations:
 - a) To reduce the minimum ground story transparency on primary frontage from 65% to 13.8%
 - b) To eliminate the required two entrances on the primary frontage
 - c) To increase the maximum tower width from 30 feet to 77 feet (east elevation)
 - d) To allow a facade comprised of less than 60% of a single major facade material (south – 35.9% masonry, 34.7% Nichiha, 29.4% other and east – 37.7% masonry, 13.3% Nichiha, 49.0% other)
 - e) To allow aluminum composite panels as a minor facade material
 - f) To allow a change of materials when the facade's change of depth is less than 8 inches
7. The site will be accessed through the Streets of Bartlett parking lot, no new curbcuts onto E. Devon Avenue are proposed. The internal circulation of the existing parking lot would be modified at the northeast corner of the Aldi site in order to accommodate trucks utilizing the loading dock.
8. The loading dock is accessed on the east side of the Aldi building and is recessed to minimize its appearance. Aldi anticipates one delivery truck per day. The dumpster will be located in the recessed loading area behind a solid gate. Landscaping and berming will be provided along the north elevation to further screen the loading area.

9. The petitioner has agreed to use parking lot lights that are similar to the downtown light fixtures to tie this development to the existing center and downtown streetscape.

10. All plans are currently being reviewed by the Staff.

RECOMMENDATION

1. The Staff recommends **approval** of the petitioner's requests amending the planned unit development special use permit, the fourth site/PUD plan amendment (Streets of Bartlett), the final site/PUD plan (Aldi) and the major design exceptions, subject to the following conditions and findings of fact:
 - A. Village Engineer approval of the engineering plans;
 - B. Building permits shall be required for all construction activities;
 - C. Planning and Development Services approval of the photometric plan;
 - D. The photometric plan shall utilize light fixtures that are similar to existing light fixtures located within the Streets of Bartlett parking lot;
 - E. Landscaping shall be added to the top of the berm located on the north side of the building;
 - F. Landscaping must be installed within one year of the issuance of a building permit;
 - G. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to the Planning & Development Services department for review and approval by the village forester and a bond posted in the approved amount for its future installation;
 - H. Bike racks shall be installed per the approved final Site/PUD plan;
 - I. All proposed signage shall require permits and approval from the Planning & Development Services Department prior to installation;
 - J. The Petitioner shall obtain all required liquor licenses;
 - K. The dumpster shall be located behind a solid gate;
 - L. Any required Public Improvement Completion Agreement and associated bonds shall be submitted for review and approval by the Village Attorney.
 - M. Findings of Fact (Planned Unit Development-Streets of Bartlett):
 - i. The Village's Future Land Use Plan designates this area as Commercial that has been established in the area and which conforms with general planning policies and precedents of the Village;
 - ii. The shopping center and grocery store are permitted uses in the underlying B-3 Zoning District and this B-3 PUD Zoning District;
 - iii. The development of the Lease Premises will be designed, located and proposed to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected;
 - iv. The development of the Lease Premises shall not substantially lessen or impede the suitability for uses and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity;
 - v. The development of the Lease Premises shall not include impact donations;

- vi. Adequate utilities and drainage shall be provided for the development of the grocery store on the Lease Premises;
 - vii. Adequate parking and ingress and egress is provided for the Lease Premises and the Subject Property so as to minimize traffic congestion and hazards in the public streets;
 - viii. Adequate buffering and landscaping shall be provided to protect uses within the development and on surrounding properties;
 - ix. There will be reasonable assurances put in place by the Petitioner and Owner that the development of the grocery store on the Lease Premises and the improvements on the Subject Property will be completed according to a schedule approved by the Village and will be adequately maintained.
- N. Findings of Fact (Special Use – Planned Unit Development):
- i. That the shopping center and proposed grocery store will contribute to the general welfare of the neighbor and/or community;
 - ii. That the shopping center and proposed grocery store will not, under the circumstances of the particular case, be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;
 - iii. That the special use shall conform to the regulations and conditions specified in the Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees;
- O. Findings of Fact (Final Site/PUD Plan-Aldi):
- i. That the proposed grocery store is permitted use in the underlying B-3 Zoning District and with the B-3 PUD for the Subject Property;
 - ii. That the proposed grocery store on the Lease Premises on the Subject Property and the proposed buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
 - iii. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well;
 - iv. That the Final Site/PUD Plan provides for the safe movement of pedestrians within the site;
 - v. That there is a sufficient mixture of grass, trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-1 IA, Landscape Requirements.)
 - vi. That all outdoor storage areas are or are proposed to be screened and are in accordance with the standards specified by this Ordinance.

P. Findings of Fact (Major Design Exceptions)

- i. The exceptions fulfill the intent to implement the Village of Bartlett Downtown TOD Plan, including but not limited to maintaining the scale and character of the village and specifically the downtown;
- ii. The resulting development is consistent or compatible with the surrounding context or the vision defined in the Village's comprehensive plan, the downtown TOD master plan, and/or other planning documents approved by the village;
- iii. The requested exceptions result in a development of equal or higher quality and durability of design;
- iv. The resulting development would not impede adjacent development from complying with the overlay district regulations;
- v. The requested exceptions result from conditions that are unique to the subject development and would not establish a precedent that would prevent the board from reasonably denying a similar exception for similarly situated properties.

2. The Planning & Zoning Commission reviewed the petitioner's requests and conducted the public hearing at their April 6, 2023 meeting. The P & Z Commission recommended approval of the requests subject to the findings of fact and conditions outlined above with the additional condition:

Q. The petitioner redesign the west wall of the building to provide similar architectural interest to the other three facades of the building and carry the finish material of the tower northward on the west side of the tower until such time that it is not visible from the street.

3. After the Planning & Zoning Commission meeting, Aldi agreed to submit revised elevations that incorporate Nichiha panels on the west elevation as requested in the above condition and has expressed that the building material shown on the west side of the tower will match in color and look similar to the tower's aluminum composite panels on the south and east elevation. *Aldi will be bringing the revised elevation and proposed tower materials to the Village Board meeting.* **Aldi is requesting that condition Q not be included because the revised elevations will meet the intent of the Planning & Zoning Commission's recommendation.**

4. An Ordinance approving the petitioner's requests which includes the enhanced north and west building elevations without any changes to the materials on the west side of the tower is attached. The minutes of the Planning & Zoning Commission meeting and background materials are also attached for your reference.

/attachments

x:\comdev\memos 2023\016_aldi_vb.docx

ORDINANCE 2023-_____

**AN ORDINANCE APPROVING AN AMENDMENT TO THE PLANNED
UNIT DEVELOPMENT SPECIAL USE PERMIT IN ACCORDANCE
WITH A FOURTH SITE/PUD PLAN AMENDMENT FOR THE
STREETS OF BARTLETT, AND APPROVING A FINAL SITE/PUD
PLAN AND GRANTING MAJOR DESIGN EXCEPTIONS FOR ALDI**

WHEREAS, MMAJ, LLC (the "Owner") is the owner of approximately 9.79 acres of land located at the northwest corner of E. Devon Avenue and S. Berteau Avenue in the Village of Bartlett, legally described on **Exhibit A**, which property is commonly known as the Streets of Bartlett (formerly the Bartlett Plaza Shopping Center) and is referred to herein as the "Subject Property"; and

WHEREAS, Aldi Inc. has entered into a ground lease agreement with the Owner for a 33,452.12 square foot portion of the Subject Property, legally described on **Exhibit B**, and is referred to herein as the "Lease Premises"; and

WHEREAS, the Subject Property is zoned B-3 PUD (Neighborhood Shopping) and a Special Use Permit for a Planned Unit Development was granted for the Subject Property on May 3, 1988 by Ordinance #1988-32 which included the approval of an original site plan and/or PUD plan for the Subject Property (the "Original Site/PUD Plan"); was thereafter amended by a First Amendment to the Original Site/PUD Plan for the Subject Property that was approved on March 7, 2006 by Ordinance #2006-22 (the "First Site/PUD Plan Amendment"); was further amended by a Second Amendment to the Original Site/PUD Plan for the Subject Property that was approved on June 2, 2009 by Ordinance

#2009-63 (the "Second Site/PUD Plan Amendment"); and was again further amended by a Third Amendment to the Original Site/PUD Plan for the Subject Property that was approved on April 2, 2019 by Ordinance #2019-28 (the "Third Site/PUD Plan Amendment"); and

WHEREAS, Chris Stair on behalf of Aldi, Inc. (the "Petitioner"), has filed a petition (the "Petition") to further amend the Planned Unit Development Special Use Permit for the Subject Property and for the approval of a Fourth Site/PUD Plan Amendment (the "Fourth Site/PUD Plan Amendment") for the Subject Property and for the approval of a Final Site/PUD Plan for the Lease Premises (the "Aldi Final Site/PUD Plan") and the granting of major design exceptions (a) to reduce the minimum required transparency on the primary frontage from 65% to 13.8%, (b) to eliminate the requirement for two building entrances on the primary frontage, (c) to increase the maximum tower width from 30 feet to 77 feet, (d) to allow a façade comprised of less than 60% of a single material, (e) to allow aluminum composite panels as a minor facade material, and (f) to allow a change of materials when the façade's change of depth is less than 8 inches (collectively, the "Major Design Exceptions") for the Lease Premises; and

WHEREAS, the Owner of the Subject Property, MMAJ, LLC, has consented to the Petition of Chris Stair on behalf of Aldi, Inc.; and

WHEREAS, the Bartlett Planning and Zoning Commission reviewed the Petition with respect to the amendment of the Planned Unit Development Special Use Permit and

the Fourth Site/PUD Plan Amendment for the Subject Property, and the Aldi Final Site/PUD Plan and Major Designs Exceptions for the Lease Premises, and conducted the required public hearing thereon at its meeting on April 6, 2023 (Case #23-03) and has recommended to the Corporate Authorities that the Planned Unit Development Special Use Permit for the Subject Property be amended in accordance with the Fourth Site/PUD Plan Amendment and the Aldi Final Site/PUD Plan be approved and the Major Design Exceptions (a) to reduce the minimum required transparency on the primary frontage from 65% to 13.8%, (b) to eliminate the requirement for two building entrances on the primary frontage, (c) to increase the maximum tower width from 30 feet to 77 feet, (d) to allow a façade comprised of less than 60% of a single material, (e) to allow aluminum composite panels as a minor facade material, and (f) to allow a change of materials when the façade's change of depth is less than 8 inches, be granted for the Lease Premises, subject to the conditions and findings of fact set forth in its report; and;

WHEREAS, the Corporate Authorities have determined that it is in the public interest to approve of the amended Planned Unit Development Special Use Permit, approve the Fourth Site/PUD Plan Amendment for the Subject Property, approve the Aldi Final Site/PUD Plan for the Lease Premises, and grant the Major Design Exceptions for the Leased Premises, recommended by the Planning and Zoning Commission based on its findings of fact and proposed conditions set forth in its report, and based on the findings of fact set forth in Sections One, Three, Five, and Eight of this Ordinance, subject to the conditions set forth in Section Nine of this Ordinance; and

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

SECTION ONE: That based in part on the conditions set forth in Section Nine of this Ordinance, the Corporate Authorities do hereby make the following findings of fact with respect to the Fourth Site/PUD Plan Amendment for the Streets of Bartlett:

- A. The Village's Future Land Use Plan designates this area as Commercial that has been established in the area and which conforms with general planning policies and precedents of the Village;
- B. The shopping center and grocery store are permitted uses in the underlying B-3 Zoning District and this B-3 PUD Zoning District;
- C. The development of the Lease Premises on the Subject Property will be designed, located and proposed to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected;
- D. The development of the Lease Premises on the Subject Property shall not substantially lessen or impede the suitability for uses and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity;
- E. The development of the Lease Premises on the Subject Property shall not include impact donations;
- F. Adequate utilities and drainage shall be provided for the development of the grocery store on the Lease Premises;
- G. Adequate parking and ingress and egress is provided for the Lease Premises and the Subject Property so as to minimize traffic congestion and hazards in the public streets;
- H. Adequate buffering and landscaping shall be provided to protect uses within the development and on surrounding properties;

- I. There will be reasonable assurances put in place by the Petitioner and Owner that the development of the grocery store on the Lease Premises and the improvements on the Subject Property will be completed according to a schedule approved by the Village and will be adequately maintained.

SECTION TWO: That the Streets of Bartlett Amended PUD Plan prepared by RWG Engineering, LLC dated February 15, 2023, last revised March 9, 2023 (the "Streets of Bartlett Site/PUD Plan") attached hereto as **Exhibit C** is expressly made a part of this Ordinance by this reference and which shall herein be referred to as the "Fourth Site/PUD Plan Amendment," is hereby approved, and the Planned Unit Development for the Subject Property approved by Ordinance No. 1988-32, and modified by the approvals of the First Site/PUD Plan, the Second Site/PUD Plan and the Third Site/PUD Plan approved by Ordinance No. 2006-22, Ordinance 2009-63 and Ordinance 2019-28, respectively, is hereby further amended by the approval of the Fourth Site/PUD Plan, based on the findings of fact set forth in Sections One, Three, Five, and Seven of this Ordinance, but subject to the conditions set forth in Section Nine of this Ordinance.

SECTION THREE: That based in part on the conditions set forth in Section Nine of this Ordinance, the Corporate Authorities do hereby make the following findings of fact pertaining to the amended Planned Unit Development Special Use Permit on the Subject Property:

- A. The planned unit development for the shopping center and proposed grocery store is desirable to provide uses which are in the interest of public convenience and will contribute to the general welfare of the community;
- B. That the planned unit development for the shopping center and proposed grocery store will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity;

- C. That the planned unit development for the shopping center and proposed grocery store shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees by the passage of this Ordinance.

SECTION FOUR: That the Special Use Permit for the amended Planned Unit Development for the Subject Property to be developed in accordance with the Fourth Site/PUD Plan Amendment is hereby granted, based upon the findings of fact set forth in Section Three of this Ordinance, but subject to the conditions set forth in Section Nine of this Ordinance.

SECTION FIVE: That based in part on the conditions set forth in Section Nine of this Ordinance, the Corporate Authorities do hereby make the following findings of fact pertaining to the Fourth Site/PUD Plan Amendment on the Subject Property, and the Aldi Final Site/PUD Plan on the Lease Premises portion of the Subject Property:

- A. That the proposed grocery store is permitted use in the underlying B-3 Zoning District and with the B-3 PUD for the Subject Property;
- B. That the proposed grocery store on the Lease Premises portion of the Subject Property and the proposed buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
- C. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site, i.e., both the Subject Property and within the Lease Premises portion of the Subject Property (the "Site") but on adjacent roadways as well;
- D. That the Fourth Site/PUD Plan Amendment and the Aldi Final Site/PUD Plan provide for the safe movement of pedestrians within the Site;
- E. That there is a sufficient mixture of grass trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking or access ways shall be landscaped with a mixture of grass, trees and shrubs; (All landscape improvements shall be in compliance with Chapter 10-1 IA, Landscape Requirements.)

F. That all outdoor storage areas are or are proposed to be screened and are in accordance with the standards specified by this Ordinance.

SECTION SIX: That the Site Geometric and Paving Plan prepared by RWG Engineering, LLC, dated March 24, 2023 (the "Aldi Site/PUD Plan") attached hereto as **Exhibit D**; the Building Elevations, prepared by APD Engineering & Architecture, dated _____ (the "Elevations") attached hereto as **Exhibit E**; and the Landscape Plan, prepared by Gary R. Weber Associates, Inc., dated April 3, 2023 (the "Landscape Plan") attached hereto as **Exhibit F**; are expressly made a part of this Ordinance by this reference and which collectively comprise and shall herein be referred to as the "Aldi Final Site/PUD Plan," are hereby approved, based on the findings of fact set forth in Section Five, but subject to the conditions set forth in Section Nine of this Ordinance.

SECTION SEVEN: The Corporate Authorities do hereby make the following findings of fact pertaining to the Major Design Exceptions of the Leased Premises:

- A. The exceptions fulfill the intent to implement the Village of Bartlett Downtown TOD Plan, including but not limited to maintaining the scale and character of the village and specifically the downtown;
- B. The resulting development is consistent or compatible with the surrounding context or the vision defined in the Village's comprehensive plan, the downtown TOD master plan, and/or other planning documents approved by the village;
- C. The requested exceptions result in a development of equal or higher quality and durability of design;
- D. The resulting development would not impede adjacent development from complying with the overlay district regulations;
- E. The requested exceptions result from conditions that are unique to the subject development and would not establish a precedent that would prevent the board from reasonably denying a similar exception for similarly situated properties.

SECTION EIGHT: That the Major Design Exceptions (a) to reduce the minimum required transparency on the primary frontage from 65% to 13.8%, (b) to eliminate the requirement for two building entrances on the primary frontage, (c) to increase the maximum tower width from 30 feet to 77 feet, (d) to allow a façade comprised of less than 60% of a single material, (e) to allow aluminum composite panels as a minor facade material, and (f) to allow a change of materials when the façade's change of depth is less than 8 inches are hereby granted based on the findings of fact set forth in Sections Seven of this Ordinance, but subject to the conditions set forth in Section Nine of this Ordinance.

SECTION NINE: The Streets of Bartlett Amended PUD Plan, herein referred to as the "Fourth Site/PUD Plan Amendment" approved in Section Two, the amendment to the Planned Unit Development Special Use Permit for the Subject Property granted in Section Four, the Aldi Final Site/PUD Plan for the Lease Premises approved in Section Six, and the Major Design Exceptions granted in Section Eight of this Ordinance, are based upon and are hereby made contingent upon the satisfaction of the following conditions:

- A. Village Engineer approval of the engineering plans;
- B. Building permits shall be required for all construction activities;
- C. Planning & Development Services Department approval of the photometric plan;
- D. The photometric plan shall utilize light fixtures that are similar to existing light fixtures located within the Streets of Bartlett parking lot;
- E. Landscaping shall be added to the top of the berm located on the north side of the building;

- F. Landscaping must be installed within one year of the issuance of a building permit;
- G. If landscaping cannot be installed or completed at the time of construction, a landscape estimate from the landscape architect that prepared the landscape plan or executed contracts with a landscaper for the landscape work, shall be submitted to the Planning & Development Services Department for review and approval by the Village arborist, and a cash bond or surety bond in the approved amount to guaranty its future installation shall be posted with the Village;
- H. Bike racks shall be installed per the approved Fourth Site/PUD Plan Amendment and Aldi Final Site/PUD Plan;
- I. All proposed signage shall require permits and approval from the Planning & Development Services Department prior to installation;
- J. The Petitioner shall apply for and must obtain all required liquor licenses prior to the sale of any alcohol from the Lease Premises;
- K. The dumpster shall be located behind a solid gate;
- L. Public Improvements Completion Agreement in form as set forth in the Bartlett Subdivision & PUD Ordinance (the "Subdivision Ordinance") and security therefor in the form of either (1) a performance and payment bond, (2) a letter of credit, or (3) a cash bond shall be submitted for review and approval by the Village Attorney.

SECTION TEN: The violation of any of the above conditions set forth in Section Nine of this Ordinance shall be cause for the revocation of the approval of the amendment to the Planned Unit Development Special Use Permit, the approval of the Fourth Site/PUD Plan Amendment for the Subject Property, the approval of the Aldi Final Site/PUD Plan, and the granting of the Major Design Exceptions for the Lease Premises approved by this Ordinance.

SECTION ELEVEN: 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 TWELVE: 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 THIRTEEN: EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

PASSED: April 18, 2023

APPROVED: April 18, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2023- _____ enacted on April 18, 2023 and approved on April 18, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Streets of Bartlett (formerly Bartlett Plaza)

Legal Description:

LOTS 7 TO 16, INCLUSIVE, LOTS 18 TO 32, INCLUSIVE, IN BLOCK 17, AND LOTS 7 TO 32, INCLUSIVE, IN BLOCK 18; TOGETHER WITH THAT PART OF VACATED ELROY AVENUE AND THAT PART OF THE EAST HALF OF VACATED TATGE AVENUE ADJOINING THE ABOVE DESCRIBED PROPERTY, ALL IN H.O. STONE AND COMPANY'S TOWN ADDITION TO BARTLETT, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 35 AND IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN. ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1929 AS DOCUMENT 10435526, COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 06-35-317-042-0000 (AFFECTS LOTS 7 TO 32 IN BLOCK 18 AND EAST HALF OF VACATED TATGE AVENUE) and 06-35-318-0470000 (AFFECTS LOTS 7 TO 16 AND LOTS 18 TO 32 IN BLOCK 17).

EXHIBIT B

LEGAL DESCRIPTION OF THE GROUND LEASE PREMISES

THAT PART OF LOTS 16, 18, TO 23 IN BLOCK 18 H.O. STONE AND COMPANY'S TOWN ADDITION TO BARTLETT, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 35 AND THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1929 AS DOCUMENT 10435526 DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF VACATED TATGE AVENUE WITH THE NORTH LINE OF DEVON AVENUE (SAID INTERSECTION BEING THE SOUTHWEST CORNER OF PROPERTY DESCRIBED IN DOCUMENT 1915655095); THENCE NORTH 88 DEGREES 46 MINUTES 39 SECONDS EAST ALONG SAID NORTH LINE OF DEVON AVENUE, 55.12 FEET; THENCE NORTH 01 DEGREE 13 MINUTES 21 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 6.58 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01 DEGREE 13 MINUTES 21 SECONDS WEST, ALONG THE LAST DESCRIBED COURSE, 165.12 FEET; THENCE NORTH 88 DEGREES 46 MINUTES 39 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 202.25 FEET; THENCE SOUTH 01 DEGREE 27 MINUTES 14 SECONDS EAST, 165.13 FEET TO A POINT 6.58 FEET NORTH OF THE NORTH LINE OF DEVON AVENUE; THENCE SOUTH 88 DEGREES 46 MINUTES 39 SECONDS WEST, ALONG A LINE 6.58 FEET NORTH AND PARALLEL WITH NORTH LINE OF DEVON AVENUE, 202.92 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AREA OF PROPOSED LEASEHOLD: 33,452.12 SQ. FT., 0.77 AC. (MORE OF LESS)

PART OF P.I.N. NO. 06-35-317-042-0000

EXHIBIT E

BUILDING ELEVATIONS

(TO BE PROVIDED AT THE APRIL 18th VILLAGE BOARD MEETING)

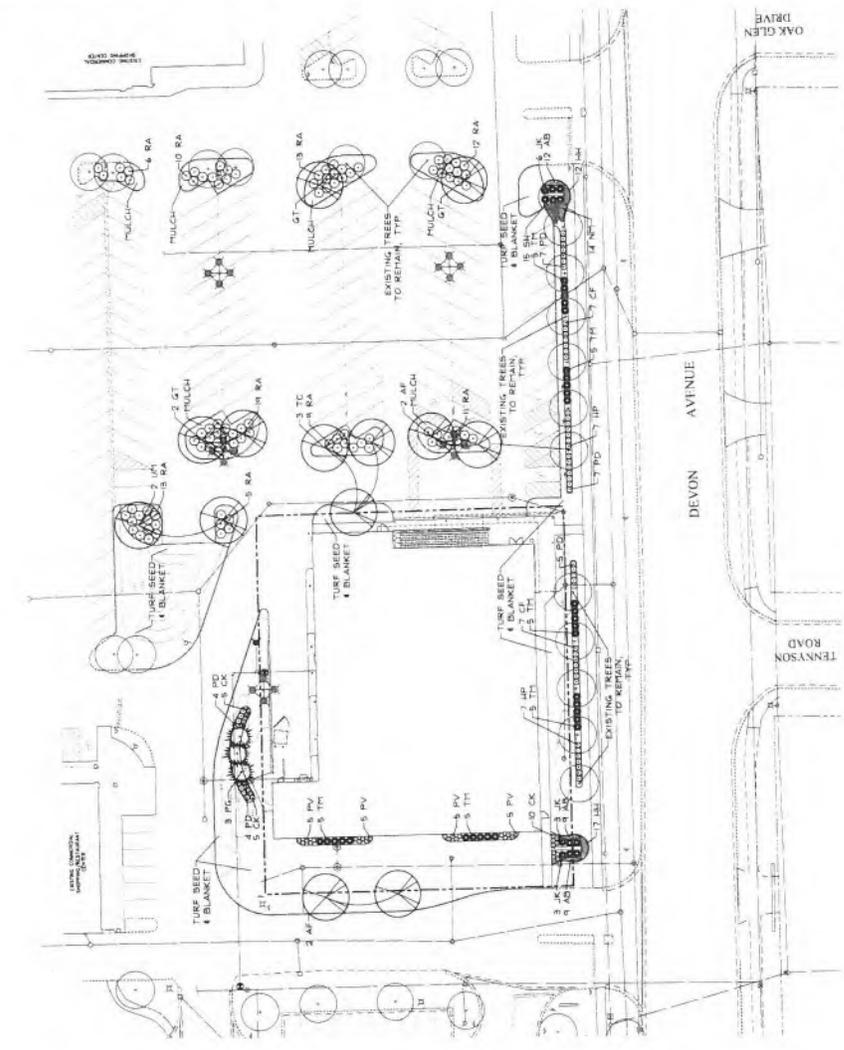
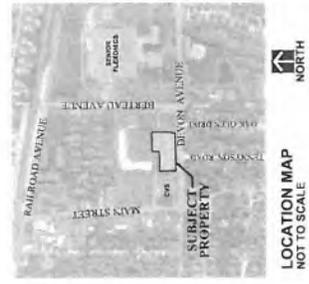


GARY R. WEBER
ASSOCIATES, INC.
LANDSCAPING
AND CONSTRUCTION
100 WEST LIBERTY DRIVE
MOUNTAIN VIEW, MO 64150
TEL: 816.261.0000

THE LANDSCAPE
PRACTICE
RWD ENGINEERING, LLC
100 WEST LIBERTY DRIVE
MOUNTAIN VIEW, MO 64150
TEL: 816.261.0000

ALDI INC. - STORE #682 LANDSCAPE PLAN BARTLETT, ILLINOIS

DATE	2.14.2023
PROJECT NO.	202303
DRAWN	AME
CHECKED	DBE
SHEET NO.	L1.1



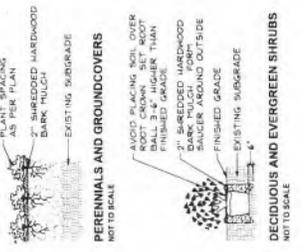
GENERAL LANDSCAPE NOTES

1. Contractor shall verify underground utility lines and is responsible for any damage.
2. Contractor shall verify all existing conditions on the field prior to construction and shall notify landscape architect of any variance.
3. Material quantities shown are for contractor's convenience only. The Contractor must verify all material and apply sufficient materials to complete the job per plan.
4. The landscape architect reserves the right to inspect trees and shrubs prior to planting. The contractor shall provide a planting arrangement with requirements of variety, size and quality.
5. Plants shall conform to American Standard for Nursery Stock, State of Illinois Horticultural Standards, and Local Municipal requirements.
6. Contractor shall secure and pay for all permits, fees, and inspections necessary for the proper execution of this work and comply with all codes applicable to this work.
7. See general requirements and specifications for landscape work for additional requirements.

PLANT LIST

Key	Qty	Brand/Common Name	Size	Remarks
AF	4	SHADE TREES	3' GA	
GT	4	SHADE TREES	3' GA	
TC	3	THE GREAT ESCAPE	3' GA	
UN	2	TRUMPET BUSH	3 1/2' GA	
PE	3	EVERGREEN TREES	6' H	
DP	4	DECIDUOUS SHRUBS	24" TALL	9 GC
AP	4	ARCTIC FIRE REDDING DOWNWOOD	24" TALL	9 GC
PD	27	LITTLE QUICK FIRE HYDRANGEA	24" TALL	9 GC
RA	4	RED ANEMONE	24" HIGHER	5 GC
JE	10	EVERGREEN SHRUBS	24" HIGHER	4 GC
TR	30	TRUMPET BUSH	24" HIGHER	4 GC
TO	7	TRUMPET BUSH	40" H	2 GC
OK	24	ORNAMENTAL GRASSES		80 GC
PV	20	PERENNIALS		30 GC
SA	8	PERENNIALS		24 GC
AB	30	PERENNIALS		30 GC
IM	24	PERENNIALS		30 GC
MT	14	PERENNIALS		30 GC
MG	64	MISC. MATERIALS		
64		SHRUBS		

PLANTING DETAILS



PRUNE ONLY TO ENCOURAGE CENTRAL LEADER (DO NOT CUT CENTRAL LEADER)

MAINTAIN EXPOSURE OF ROOT FLARE CAREFULLY REMOVE EXCESS SOIL ROOT FLARE IS 3-4" HIGHER THAN ADJACENT FINISH GRADE

3" SHREDDED HARDWOOD BARK OUTSIDE EDGE (1" AT BASE OF TRUNK)

FINISHED GRADE

EXISTING SUBGRADE

PLANTING PIT TO BE AT LEAST 12" WIDE AS ROOT BALL

AT LEAST 2X ROOT BALL DIA

DECIDUOUS TREES NOT TO SCALE

PLANT SPACING AS PER PLAN

3" SHREDDED HARDWOOD BARK MULCH

EXISTING SUBGRADE

PERENNIALS AND GROUNDCOVERS NOT TO SCALE

AVOID PLACING SOIL OVER ROOT CROWN - SET ROOT BALL IN FINISHED GRADE

3" SHREDDED HARDWOOD BARK MULCH OUTSIDE FINISHED GRADE

EXISTING SUBGRADE

DECIDUOUS AND EVERGREEN SHRUBS NOT TO SCALE



Village of Bartlett
Planning and Zoning Commission
April 6, 2023

(#23-03) Aldi – NW corner of E. Devon and S. Berteau Ave (Streets of Bartlett)

Modification to the PUD Special Use Permit

Fourth Site/PUD Plan Amendment

Final Site/PUD Plan

Major design exceptions:

- (a) Minimum Required Transparency Per Ground Story on Primary Frontages
- (b) Minimum Building Entrances on Primary Frontages
- (c) Tower Width
- (d) Simplicity of Surface Materials
- (e) Minor Façade Materials
- (f) Changes in Surface Materials

The following exhibits were presented:

Exhibit A – Picture of Sign

Exhibit B – Mail Affidavit

Exhibit C – Notification of Publication

K. Stone stated that this property has been zoned B-3 since 1978. The original construction started with a grocery store in 1978. An additional building was built to the north in 1981. In 1988, the first PUD plan called for 2 additional buildings on the site, one at the southwest corner of the site and one at the northeast corner of the site. In 2006, the first PUD Plan Amendment created an outside play area for the Kripa Montessori School in the location of the area that was proposed for one of the outlots. A few years later, the play area was expanded, which was the Second Site/PUD Plan Amendment. In 2019, a Third Site/PUD Plan Amendment was approved in which the new owner of the shopping center anticipated construction of a building towards the center of the site. The petitioners are before us today for a Fourth Site/PUD Plan Amendment to build an Aldi grocery store at the southwest corner of the site. This is a modification to the Planned Unit Development Special Use Permit. The petitioner has entered into a ground lease with the property owner. The petitioner is also requesting a Final Site/PUD Plan for the 20,000 square foot Aldi grocery store. Aldi would be allowed to sell liquor as part of the existing Special Use that was granted in 2019. The Site/PUD Plan also calls for a potential 25,000 square foot addition on the west side of the building. The Downtown Overlay District reduces the parking requirements when a parking lot is shared by different uses. Staff has calculated the parking requirement based on the current tenants within the entire center as well as with Aldi's needs. It was determined that the maximum required parking for all of the uses is 390 spaces. With the proposed Aldi, the center will have 444 parking spaces. The previous PUD Plan that had been approved included a variation that would have allowed them to go down to 406 parking spaces at the shopping center. Aldi is providing bicycle racks for the required 4 bicycle parking spaces near their entrance at the southeast corner of the building. The building elevations are comprised of Spec-Brik concrete masonry and Nichiha fiber cement panels. These elevations were presented to the Committee of the Whole. Based on feedback from the committee asking for additional upgrades to the north elevation, the petitioner has added the Nichiha panels to that side as well. The petitioner is requesting 6 major design exceptions to the building façade and some of the building requirements from the Downtown



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Overlay District. The petitioner has agreed to use parking lot lights that are similar to the downtown light fixtures to tie this development in with the surrounding Streets of Bartlett parking lot. The original landscape plan that was presented to the Committee of the Whole included shrubs and ornamental grasses along the loading dock area on the north side of the building. Based on the feedback from the committee, the petitioner added a berm with 3 evergreen trees and additional shrubs and ornamental planting to further screen the loading dock area from the businesses to the north. Staff recommends approval of the petitioner's requests subject to the conditions and findings of fact in the staff report.

The petitioners, **Chris Stair**, Director of Real Estate ALDI Inc., 1200 N Kirk Rd, Batavia, IL and **Nicole Kaemerer**, Senior Project Manager, RWG Engineering, LLC, 975 E 22nd St, Wheaton, IL came forward and were sworn in by **M. Werden**. **N. Kaemerer** stated that the proposed Aldi layout of the building and parking area maintains the existing driveways, grass area and landscaped area on the south side along Devon Avenue and maintains good site distance for the stop sign at the west entrance. As mentioned, additional features were added to the north elevation truck dock area to make that more decorative and appealing. The main entrance to the store is facing the parking lot near the pedestrian access from Devon Avenue. All of the major design exceptions that are being requested comply with the Aldi's national standards. On the proposed grading plan, we will maintain all existing drainage patterns on the site. A landscaped berm will be provided on the north side of the loading dock. There is existing detention in the parking lot that is for the entire east half of the shopping center. With the existing conditions, there is over 1 foot of ponding that can happen in the parking lot. That is how it was designed. The proposed plan fills in some of that detention on a surface level to reduce the ponding depth to about 7 inches at a maximum. That storage is then replaced underground in 48" pipes to reduce the amount of surface storage. There are no negative impacts to the rest of the parking lot with the existing detention storage. The west half of the parking lot has a storm sewer that runs north/south, but there is no restrictor. The proposed landscape plan is in conformance with the Village. Landscaping was added on the north side of the truck dock as requested. The proposed landscaping is low maintenance and drought tolerant. The store would be open Monday through Sunday from 9:00 am to 8:00 pm. There would be 1 Aldi truck per day on average for deliveries. Deliveries are typically overnight or in the early hours before the store opens. The number of truck deliveries is determined by the store's volume. There would be other trucks about 9 times per week on average. Garbage disposal would be 1 to 2 times per week depending on store volume. The store would generally have 15 to 18 employees with 5 to 8 employees working per shift. **M. Werden** what specifically is the design exception for the tower? **N. Kaemerer** the angled roof line of the tower is design exception. **M. Hopkins** where on the elevations are the materials brick and what is Nichiha? **C. Stair** stated that the materials include Spec-Brik, which is a thin brick veneer, Nichiha, which is a fiber cement panel, and a metal railing at the depressed dock with a berm. The dock is behind the landscape berm with the dumpster located down about 4 feet in the recessed dock. It is hidden by the north side of the dock with a gate in front of it as well so that when people drive by, they cannot see it. **M. Hopkins** is the rooftop equipment fully screened horizontally? **C. Stair** yes, the rooftop equipment is screened with a composite panel and will match the color scheme. **M. Hopkins** what does the tower look like from the west from Devon Avenue? **C. Stair** the tower is the same color as the roof. **M. Hopkins** are you going to ask for outdoor sales? **C. Stair** no, we are not going to ask for outdoor sales. **M. Hopkins** I am surprised that in this day and age we are going to proceed forward with



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detention in the parking lot. **N. Kaemerer** it is not ideal, but there is absolutely no way around it because we are on the south end of the drainage area so everything drains from the north side of the parking lot south and from the east side. For us to raise the parking lot to eliminate surface detention, we would have to raise the parking lot above the adjacent areas that drain onto us. There is no way to completely eliminate that. We could put in underground storage, but all that would happen would be that the upstream area would drain faster down into our underground detention and then that would just fill up and not backup where it is supposed to backup. **M. Werden** are we dealing with the increased impervious surface area that is being added to the site? **N. Kaemerer** there is actually very minimal increased impervious area. The net increased area is less than 2,500 square feet that would be required to provide volume control. We minimized the impervious surface as much as we could, but we cannot negatively impact the rest of the parking lot unless there is underground storage from the north and south. We cannot change the entire parking lot. There is also no history on how this site was designed and what the intent was with the detention. We consulted with the **Village Engineer, Robert Allen** and grading-wise and looking at the utilities with the storm sewer, it appears that this could pond up to 1 foot just based on grading. **R. Allen** stated that he has never once seen anywhere close to that much. We do not believe that this actually ever ponds up that high, but all we have to go off of are the field conditions. At the very least, this will improve conditions on the south end of the site and not negatively impact any of the adjacent parking lot. **G. Koziol** the west wall facing CVS is all the same material from front to back. Is there any reason why we cannot do something to add to that wall to make it more pleasant to look at? Is there any possibility of putting in windows? **N. Kaemerer** there will be shelving along that wall for product. We could not put in windows along that wall. **G. Koziol** this wall looks like a warehouse wall. When the TOD was being put together, we looked at this area and we were looking for something more friendly to look at. This reminds me of an alleyway. I do not like this massive wall. **C. Stair** I understand what you are saying and I have noted that. There is already another building there and you would not see that wall unless you are driving in and out. With this building being our latest and greatest prototype, it would be difficult to get that approved. We can take that back to committee. **M. Werden** I think that would be nice because most of the traffic is going to be going past that wall from Main Street or Devon Avenue. **M. Hopkins** that is a very apparent wall and unfortunately this wall is treated like the back of a retail center. **G. Koziol** I would expect to have face-type material on all 4 sides to make the building visually appealing and add curb appeal. **M. Werden** from Main Street to Berteau Avenue everything built in this century has curb appeal on all 4 sides. You are in a very prominent position just like CVS. I think this could be more welcoming instead of having a warehouse look along that drive. **C. Stair** I have noted that and I will take that back to the committee. **C. Deveaux** why is the trash area facing Pasta Mia? I would think that a more logical location would be the south side on Devon Avenue. **C. Stair** all of our stores have the trash area located in the recessed dock. **C. Deveaux** I understand that, but that part of your building faces a restaurant. I do not think it is fair to the restaurant to have the dock there. **M. Werden** is it an access issue? **N. Kaemerer** we did look at different placement and orientation for the building within the out lot. When we looked at placing the loading dock on the southside of the building, the truck movements did not work to get trucks in and out while maintaining traffic flow and parking isles. There are also requirements with spacing and setbacks. We did look at putting the loading dock on the west side or south side, or putting the building on the east side of the lot and this is the best location for traffic flow. **B. Bucaro** I do not see that there is a big issue with the location of the trash if it is once or twice a week and the dumpster is not going to be visible. I think it is better there than a more visible location.



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G. Koziol on the Pasta Mia side, I am concerned that the parking spaces on the street opposite Pasta Mia are going to be gone. Today, there is parking on the east side of the road between Pasta Mia and grassy area and those spaces will be gone. **M. Werden** could you add landscaping along the west wall? **N. Kaemerer** there is landscaping there. **M. Hopkins** I think we are hearing a general concern with the west view of the building. I would like to add conditions for the west wall and the west side of the tower. **J. Battermann** this is a beautiful building and I am excited for it. Is there a curb on the north side? **N. Kaemerer** no, but there is going to be striping there to keep everything parallel. **J. Battermann** will there be designated pedestrian routes added? **N. Kaemerer** no, there will not. **G. Koziol** what is the distance from Pasta Mia to the Aldi bump out? **N. Kaemerer** from the Pasta Mia building to the Aldi building bump out it is 90 feet and from main building it is 120 feet. **J. Battermann** Aldi is a stand-alone building. Would there be a possibility of connecting to the other buildings or putting a building in between Pasta Mia and Aldi? **N. Kaemerer** no, that would not be possible. **M. Werden** how much space is there from the west wall to the asphalt? **N. Kaemerer** that is 30 feet. **M. Werden** will the asphalt configuration change? **K. Stone** the drive isle on the north east angle is new and the parking lot north of that is new. The parking spaces north of the loading dock will be removed. Everything east of the building will remain the same.

M. Werden opened the public hearing portion of the meeting.

Bob Larsen, 488 Tennyson Rd, Bartlett stated, I am not related to Pasta Mia's business. I have been a resident of the Oak Glenn neighborhood on the south side since 2001. That is a booming area, which is nice to see, but I am worried about this overshadowing the businesses that have been there for quite some time. On the south side of Oak Glenn neighborhood, we have cars going through and I would ask that if this plan does go through that there is some signage stating that that this is not a thoroughfare or an area that people can use to avoid traffic lights to get to Aldi. It is actually quite congested at this point and I think it would be nice to have signage to discourage that. **M. Werden** that is something that the Board might be able to approach DuPage County with. **Leah Barba** 495 S Oak Glenn Dr., Bartlett stated, I am also in the Oak Glenn neighborhood. I am concerned with the increased traffic that this might bring; as excited as I am for Aldi. I know crossing Devon Avenue is dangerous now. When I saw the proposal, I was wondering why the entrance could not be adjusted to line up with Tennyson Road to line up with a 4-way stop or a traffic signal to try to slow down the increased traffic that is going to come to area with a new store. **M. Werden** I think part of the problem is that there are a lot of utilities that would have to be moved and that is why the building is placed where it is right now. **K. Stone** I think if there was a 4-way stop that would actually encourage more people to cut through the neighborhood. That is DuPage County's jurisdiction. DuPage County has very specific criteria that they look for when determining if traffic signals are needed. **Felix Llenza** 1163 E Devon Avenue, Bartlett stated, I would like to thank Aldi. I think the Village needs this, but I would like to ask, is there any benefit to locating the building to the west? I think that would solve a lot of the problems with the garbage by Pasta Mia and the aesthetics with the west all. Is that a possibility? **M. Hopkins** we have to leave access for CVS. It is hard to imagine that would be a practical alternate. **K. Stone** the location that Aldi is on is what they negotiated with the property owner. This committee is only reviewing what is submitted. **N. Kaemerer** the initial concept was to locate the building on the east side of the parcel, but with the detention being only on the east side of the parking lot, if we put the building there, we could not replace the detention outside of the drainage area and it would also be



Village of Bartlett
Planning and Zoning Commission
April 6, 2023

too congested for traffic flow. **C. Stair** also, the property owner did not want us to be on that side because that would have blocked about 75% of the businesses going north. The property owner wanted us to be more in line with the shopping center. **G. Koziol** where are the utilities that are causing this problem? **N. Kaemerer** it is the storm sewer and the detention. Right now, there is one run of storm sewer that we are re-routing around the building. The run that we are maintaining restricts the detention. There is a restrictor structure in the manhole on the south end on Devon Avenue. Right now, there is only a 12" pipe. The proposed plan will take the 12" pipe and re-route it around the building and connect at the north end to a 48" pipe. That was the main reason that we were not able to put the building on the east side. **K. Stone** when I was going through the previous PUD plans, if you recall, where the grass lot is now, that was originally intended to be an out lot. When the most recent PUD Plan Amendment was approved, engineering was not required. When they moved the proposed location of the future building, I am not sure that they were aware of the utility locations. **G. Koziol** the line that goes top to bottom and north to south just happens to be right in the middle of what would be the middle of where we had dreamed a building could be reasonably built. We sure do not want to build a building over utilities. Seeing where it is helps put a perspective on the problem. **K. Stone** Gorski Plaza, which is what it was originally called, was not built at once. It was a piecemeal development. The east side was developed first with an addition to the north, further west, and then to where Pasta Mia is now. The engineering happened at different points in time as well. **B. Bucaro** other than the west elevation, even though there is an exception for materials, I think this is a great-looking building. I like what was changed on the Pasta Mia side by adding materials so that it is not just a solid wall. I like the berm and evergreens on the berm to break that up. The downside of improving the aesthetics of the north wall now leaves the west wall standing out more as a warehouse-like wall and it is much less attractive than the rest of the building. If possible, we need to address the west wall. **M. Werden** I think that is a valid point. This is a gateway into downtown as part of the DOT Plan. The aesthetic enhancements will go a long way along the western wall. **B. Bucaro** realizing that Aldi is a national entity and has a national identity, I can appreciate that, but by the same token, you have expressed this building being your prototype and latest and greatest, it can be good for Aldi as well as good for the Village, and that west wall really detracts from that. **J. Battermann** will there be future electric vehicle charging spaces? **J. Battermann** Aldi does not incorporate that into construction right now, but it is in the design to be installed at a later date. The electrical will be ready for charging stations in the future.

M. Hopkins made a motion to pass along a **positive recommendation** to the Village Board to approve case **(#23-03) Aldi for a Modification to the PUD Special Use Permit, a Fourth Site/PUD Plan Amendment, Final Site/PUD Plan and Major design exceptions** subject to the conditions and findings of fact outlined in the staff report and the following additional conditions:

The petitioner will redesign the west wall of the building to provide similar architectural interest to the other 3 facades of the building and to carry the finished material of the tower northwards on the west side of the tower until such time that it is not visible from the street.

M. Werden closed the public hearing portion of the meeting.



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Motioned by: M. Hopkins
Seconded by: G. Koziol

Roll Call

Ayes: B. Bucaro, C. Deveaux, M. Hopkins, G. Koziol, M. Sarwas, J. Battermann, M. Werden
Nays: None

The motion carried.



Agenda Item Executive Summary

Item Name Grasslands Phase Two, PICA Approval Committee or Board Board

BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

EXECUTIVE SUMMARY

Attached is the Resolution for the Public Improvements Completion Agreement (PICA) between the Village of Bartlett and D.R. Horton, Inc.-Midwest for Grasslands Phase Two.

The Public Improvements include water main, sanitary sewer, storm sewer, storm detention basin, roadway and ROW improvements.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement (PICA)

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: A RESOLUTION APPROVING THE GRASSLANDS PHASE TWO PUBLIC IMPROVEMENTS AGREEMENT

Staff: Bob Allen, Village Engineer

Date: April 18, 2023

MEMORANDUM

To: Paula Schumacher, Village Administrator
From: Bob Allen, Village Engineer *BA*
Subject: Grasslands Phase Two, Approval of PICA
Date: April 18, 2023

Attached is the Resolution for the Public Improvements Completion Agreement (PICA) between the Village of Bartlett and D.R. Horton, Inc.-Midwest for the Grasslands Phase Two.

The Public Improvements include water main, sanitary sewer, storm sewer, storm detention basin, roadway and ROW improvements.

MOTION: A RESOLUTION APPROVING THE GRASSLANDS PHASE TWO PUBLIC IMPROVEMENTS AGREEMENT

RESOLUTION 2023 - _____

**A RESOLUTION APPROVING THE GRASSLANDS PHASE TWO
PUBLIC IMPROVEMENTS COMPLETION AGREEMENT**

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

SECTION ONE: The Grasslands Phase Two Public Improvements Completion Agreement dated April 18, 2023, between the Village of Bartlett and D.R. Horton, Inc. – Midwest (the “Agreement”), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 18, 2023

APPROVED: April 18, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on April 18, 2023, and approved on April 18, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

**GRASSLANDS PHASE TWO
PUBLIC IMPROVEMENTS COMPLETION AGREEMENT**

This Public Improvements Completion Agreement (“Agreement”) is made and entered into as of _____, 2023, by and among D.R. Horton, Inc. – Midwest (hereinafter the “Owner” or the “Developer”, the context so requires), and the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (“the Village”).

RECITALS:

a. The Owner recently acquired title from Bartlett 59 LLC (“Former Owner”) to (i) approximately 122 acres of vacant real estate located in the Village legally described on Exhibit A appended hereto and made part hereof (the “Phase 1 Property”), and (ii) approximately 70 acres of vacant real estate legally described on Exhibit B hereto (the “Phase 2 Property”). The Phase 1 Property and the Phase 2 Property are sometimes collectively referred to herein as the “Property”. The Property is legally described on Exhibit C hereto.

b. Former Owner and the Village entered into a certain Planned Development Agreement with an effective date of July 20, 2021 (the “Planned Development Agreement”) with respect to the rezoning and development of the Property, which is expressly incorporated herein by this reference, pursuant to which Former Owner petitioned the Village for certain zoning and subdivision requests and the Village passed Ordinance 2021-69, “An Ordinance Rezoning the 192.023+/- Acre Property to the PD Planned Development Zoning District, Approving a Preliminary Subdivision Plat/Preliminary PUD Plan, Granting Special Use Permits for a Planned Unit Development and Wetlands, and Amending the Future Land Use Plan for Grasslands Subdivision” (alternatively referred to herein as “Ordinance 2021-69” or the “Preliminary Subdivision/Preliminary PUD Plan Approval Ordinance”).

c. The Planned Development Agreement and the Preliminary Subdivision/Preliminary PUD Plan Approval Ordinance contemplated that the Property would be developed in three phases according to a certain phasing plan approved by Ordinance 2021-69.

d. Former Owner also filed a petition to approve (1) a final plat of subdivision/PUD for the Phase 2 Property (alternatively referred to herein as the “Grasslands Phase 2 Property” or the “Phase 2 Property”); and (2) a final PUD plan for the Grasslands Phase 2 Property, which petition was approved by the passage of Ordinance 2022-95, “An Ordinance Approving a Final Subdivision/PUD Plat and Final PUD Plan for Grasslands Subdivision Phase 2” (alternatively referred to herein as “Ordinance 2022-95” or the “Final Approval Ordinance for Phase 2”) which ordinance approved the “Final Subdivision Plat/Final PUD Plan for Phase 2” as defined in said ordinance, and was conditioned upon, among other things, that the owner and/or the applicable developer of the Grasslands Phase 2 Property shall execute and deliver to the Village a Public Improvement Completion Agreement in form set forth in the Subdivision Ordinance (hereinafter defined) except for such modifications or deviations therefrom approved by the Village Attorney, for the Phase 2 Property.

e. Intentionally Omitted.

f. Former Owner submitted to the Village for its approval the engineering plans and specifications for the on-site and any off-site public improvements for the Phase 2 Property, including, but not limited to, site grading and erosion control, water distribution system improvements (including either the Northerly Water Main Option or the Westerly Water Main Option, each as defined in the Planned Development Agreement), sanitary sewer system improvements, storm water management system improvements and storm sewer system, on-site and off-site roadway improvements, including without limitation, curbs, gutters, and driveway approaches; street system improvements, street lights, sidewalks, parkway trees and parkway landscaping and other landscaping on public property to be conveyed to a public entity as required by the Subdivision Ordinance, bicycle paths, including without limitation, along Naperville Road over and including the Pedestrian Railroad Crossing Improvements (as defined in the Planned Development Agreement) (collectively, the "Phase 2 Public Improvements") for the Grasslands Phase 2 Property prepared by ESM Civil Solutions, dated May 9, 2022 last revised September 26, 2022 (the "Phase 2 Engineering Plans") and the Village Engineer has approved the Phase 2 Engineering Plans.

g. Developer will act as general contractor to construct and install the Phase 2 Public Improvements and will hire various subcontractors and material suppliers to furnish labor and material in connection with the Phase 2 Public Improvements.

h. The Village is willing to execute the Final Subdivision/PUD Plat for the Phase 2 Property, as that term is defined in Ordinance 2022-95, only upon the condition that the Developer enter a Public Improvements Completion Agreement with the Village agreeing to cause the Phase 2 Public Improvements to be installed and completed in a good and workmanlike manner with materials of good quality in strict accordance with the Phase 2 Engineering Plans and the Bartlett Subdivision & PUD Ordinance (the "Subdivision Ordinance"), will be fully paid for, and will be maintained by Developer for a period of from 15 months to 24 months after their completion as determined by the Village Engineer, and such obligations, and those set forth herein, and/or in the Ordinances of the Village, will be properly secured.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable considerations, the receipt and sufficiency whereof is expressly acknowledged, it is agreed by and among the parties as follows:

1. The Village agrees to cause the Final Subdivision/PUD Plat for the Phase 2 Property to be executed by its President, attested by its Clerk, signed by the Chairman of its Planning & Zoning Commission, and, provided Developer shall secure all other necessary plat approvals and paid tax bills and satisfy the conditions precedent thereto as set forth in the Planned Development Agreement and in Ordinance 2022-95, and to record said Final Subdivision/PUD Plat with the Cook County Clerk's Recordings Division.

2. Developer agrees: (i) to construct the Phase 2 Public Improvements, or cause them to be constructed, in a good and workmanlike manner with materials of good quality in strict accordance with the Phase 2 Engineering Plans (subject to Village Engineer approval of minor modifications, as defined by applicable Village ordinance, due to field conditions) and the Subdivision Ordinance and to complete each of the nine categories of construction set forth in

paragraph 3 on or before the completion dates therein specified (subject to force majeure and other circumstances beyond Developer's reasonable control); and (ii) to pay to the general contractor or construction manager hired by the Owner, if any (the "Contractor"), and all prime contractors hired by the Owner, all subcontractors and material suppliers hired by Developer, or hired by the Contractor, if any, or by the prime contractor, who furnish labor or material, or both, for the installation and construction of the Phase 2 Public Improvements the full amounts due them for such labor and materials. Developer shall maintain the Phase 2 Public Improvements for the Maintenance Period (between 15 and 24 months as reasonably determined by the Village Engineer), after the date certified by the Village Engineer as the date on which the last of the Phase 2 Public Improvements were completed, in strict accordance with the Phase 2 Engineering Plans therefor (subject to Village Engineer approval of minor modifications as aforesaid) and the Subdivision Ordinance (the "Completion Date"). The Developer's maintenance obligations shall include, but are not limited to: (a) maintaining the Phase 2 Public Improvements, (b) repairing any damage to the Phase 2 Public Improvements caused by Developer, its agents, servants, employees, subcontractors, material suppliers, or its successors and assigns, the Contractor (if any), or by any prime contractor hired by the Owner, and/or caused by any of their respective agents, servants, employees, successors or assigns, or by any subcontractor hired by the Developer, the Contractor (if any), or any other prime contractor, (c) repairing or replacing any defective workmanship or materials in the Phase 2 Public Improvements, (d) making good and protecting the Village against the results of any defective workmanship or materials appearing to have been incorporated in any part of the Phase 2 Public Improvements which shall have appeared or been discovered within the applicable Maintenance Period or any extension thereof, and (e) paying for the cost of all such maintenance and/or repair work. In the event that any of the Phase 2 Public Improvements are damaged, the burden shall be on the Developer to show that such damage was not caused by the Developer, its agents, servants, employees, successors or assigns, or by the Contractor (if any) or by any prime contractor hired by the Owner, or any of their respective agents, servants, employees, subcontractors, material suppliers, successors, assigns, subcontractors or material suppliers.

3. Completion Dates. The Phase 2 Public Improvements shall be completed in accordance with the following Schedule for each of the following categories, subject to force majeure and other circumstances beyond Developer's reasonable control:

(i) Erosion control shall be installed around all portions of the Phase 2 Property to be graded before any site grading takes place.

(ii) Site grading, including grading of rights-of-way, detention basins and/or retention ponds, lots and open space areas shall be completed on or before 12/31/2026.

(iii) Underground improvements, including water mains, vaults and valve vaults, sanitary sewer mains and manholes and any required force main, shall be completed on or before 12/31/2026.

(iv) Storm water management facilities, including underground items, detention items, wetland/riparian areas shall be completed on or before 12/31/2026.

(v) Curbs and street base, including "first lift" of pavement shall be completed on or before 12/31/2026.

(vi) Street lighting shall be completed on or before 12/31/2026.

(vii) Sidewalks, bicycle paths (including, without limitation, along Naperville Road, the Pedestrian Railroad Crossing Improvements (the "PRCI"), and bicycle path north of the PRCI, shall be completed on or before 12/31/2026 subject, however, to such limitations set forth in the Planned Development Agreement regarding PRCI construction obligations.

(viii) Parkway and open space restoration (including removal of all material, overburden and soil stockpiles, and repairs to catch basins, manholes and other structures located in parkways and open space areas), landscaping, sidewalks and street lights shall be completed on or before 12/31/2027.

(ix) Final street surface ("second lift"), including necessary repairs to street base "first lift", catch basins, manholes and other structures located between curb lines shall be completed on or before 12/31/2028.

4. Developer further agrees to furnish and cause to be maintained at all times proper construction security to guaranty the completion of, payment for, and maintenance of the Phase 2 Public Improvements, and as security for its obligations hereunder and under the Subdivision Ordinance in the amount of \$3,355,100 (as may be adjusted pursuant to Section 11-9-3(A)(4) of the Subdivision Ordinance, the "Security Amount"). Such construction security shall be in the form of (i) a (1) Subdivision Performance Bond, and (2) a Subdivision Labor and Material Payment Bond, hereinafter sometimes collectively referred to as "Performance and Payment Bonds", each in form as set forth in the Subdivision Ordinance, except for such deviations and modifications therefrom as approved by the Village Attorney. Should Developer start mass earthwork prior to receipt of other necessary permits and approvals required to construct the Phase 2 Public Improvements, then in that event Developer's construction security shall be limited to the cost to complete erosion control, mass grading and restoration (if applicable), but shall be increased to the full Security Amount upon issuance of a Site Development Permit for the Grasslands Phase 2 Property.

5. Prior to commencing any work upon the Phase 2 Property, Owner shall furnish an Owner's Sworn Statement(s) listing the names and addresses of all contractors that it has entered a contract with to perform any of the Phase 2 Public Improvement work and the amounts of each such contract, and Developer, the Contractor (if any), and all other prime contractor(s) hired by Owner to perform the Phase 2 Public Improvement work shall each furnish the Village with a Contractor's Sworn Statement(s) listing the names and addresses of each subcontractor hired by it and the amount of each such subcontract (the "Initial Contractors Sworn Statements"), and upon completion of the Phase 2 Public Improvements (the "Phase 2 Public Improvements Work"), Owner shall furnish the Village with an updated Owners' Sworn Statement, and Developer, the Contractor (if any), and each prime contractor (if any) shall furnish the Village with updated sworn contractor's statements, and each shall furnish such final waivers of lien from all subcontractors and material suppliers that furnished labor and/or material for or in connection with the Phase 2 Public Improvements as shall be necessary to insure the Village against mechanic's lien claims under Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) and against claims for lien under the Public Construction Bond Act (30 ILCS 550/1, *et seq.*) (West 2008) (the "Bond Act") on any Subdivision Performance Bond, Subdivision Labor and Material Payment Bond, Maintenance Bond, or other security that

Developer has caused to be posted with the Village to secure its obligations under this Agreement and under the Subdivision Ordinance.

6. Construction and Maintenance Security.

A. Surety Bonds.

i. The Subdivision Performance Bond and the Subdivision Labor and Material Payment Bond shall be maintained and renewed by Developer and shall be held in escrow by the Village until the posting of the Maintenance Bond and satisfaction of Developer's other obligations required for acceptance of Phase 2 Public Improvements by the Corporate Authorities under the Subdivision Ordinance. After the posting of the Maintenance Bond and subsequent acceptance of the Phase 2 Public Improvements by the Corporate Authorities, the Village shall release the Performance and Payment Bond.

ii. Maintenance Bonds. Prior to the acceptance by the Village of the Phase 2 Public Improvements pursuant to this Agreement and the Subdivision Ordinance, Developer shall post a Maintenance Bond in the amount of 15% of actual total cost of the Phase 2 Public Improvements based on contracts on file with the Village Clerk, otherwise 15% of the original penal sum on the Subdivision Performance Bond for Phase 2 (the "Maintenance Amount") as security for the performance of the Developer's maintenance obligations under this Agreement and the Subdivision Ordinance. The Maintenance Bond shall be held by the Village in escrow until the last to occur of (a) the date that is the end of the Maintenance Period as reasonably determined by the Village Engineer, or (b) the date that is one (1) year after the proper correction of any defect or deficiency in the Phase 2 Public Improvements of which defect or deficiency the Village notifies the Developer within the applicable Maintenance Period pursuant to this Agreement and payment of the cost of correction. If the Village is required to draw, make a claim on and/or to bring suit to collect on the Maintenance Bond by reason of the Developer's failure to fulfill its maintenance obligations under this Agreement and/or the Subdivision Bond, then Developer shall within ten days thereafter cause the Maintenance Bond to be increased to its full original amount.

iii. Form of Surety Bonds. The Subdivision Performance Bond, Subdivision Labor and Material Payment Bond and the Maintenance Bond (sometimes collectively referred to herein as the "Surety Bonds"), shall each be in a form prescribed in the Subdivision Ordinance, except for such deviations and modifications therefrom that are satisfactory to the Village Attorney, and each shall be issued by a surety company licensed by the Illinois Department of Insurance authorizing it to issue and execute surety bonds and the surety company shall have a financial strength rating ("FSR") of at least A- as rated by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poor's Corporation, or similar rating agency. As required under the Public Construction Bond Act (30 ILCS 550/0.01, *et seq.*), each of the Surety Bonds shall be deemed to substantially contain the following provisions whether such provisions whether such provisions are inserted in such bond or not:

(a) "The Principal and Sureties on this Bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the Principal and the State or any political subdivision thereof will

be performed and fulfilled and to pay all persons, firms and corporations having contracts with the Principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the contract on account of which this Bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this Bond is given (which in this instance is none), after final settlement between the officers, board, commission or agent of the State or of any political subdivision thereof and the Principal has been made.”;

and

(b) “Upon the default of the Principal with respect to undertakings, covenants, terms, conditions, and agreements, the termination of the contractor’s right to proceed with the work, and written notice of that default and termination by the State or any political subdivision to the Surety (“Notice”), the Surety shall promptly remedy the default by taking one of the following actions:

(1) “The Surety shall complete the work pursuant to a written takeover agreement, using a completing contractor jointly selected by the Surety and the State or any political subdivision; or

(2) “The Surety shall pay a sum of money to the obligee, up to the penal sum of the bond, that represents the reasonable cost to complete the work that exceeds the unpaid balance of the contract sum.

“The Surety shall respond to the Notice within 15 working days of receipt indicating the course of action that it intends to take or advising that it requires more time to investigate the default and select a course of action. If the Surety requires more than 15 working days to investigate the default and select a course of action or if the surety elects to complete the work with a completing contractor that is not prepared to commence performance within 15 working days after receipt of Notice, and if the State or any political subdivision determines it is in the best interest of the State to maintain the progress of the work, the State or any political subdivision may continue to work until the completing contractor is prepared to commence performance. Unless otherwise agreed to by the procuring agency, in no case may the surety take longer than 30 working days to advise the State or political subdivision on the course of action it intends to take. The Surety shall be liable for reasonable costs incurred by the State or any political subdivision to maintain the progress to the extent the costs exceed the unpaid balance of the contract sum, subject to the penal sum of the bond.”

Each Surety Bond shall (a) be construed under the laws of Illinois, (b) provide for exclusive jurisdiction in the circuit courts of Illinois and venue in the Circuit Court for the 18th Judicial Circuit of DuPage County, Illinois, and (c) at if any time it will expire within 60 days or any lesser number of days, and if it has not been renewed, or if it has not been replaced by a suitable Surety Bond from a different surety company meeting the minimum requirements set forth in paragraph 6.a.iii., and if any applicable obligation of Developer for which it is security remains uncompleted or unsatisfactory to the Village, then the Village may, without

notice and without being required to take any further action of any nature whatsoever, make a demand on the Subdivision Performance Bond and file suit on said Bond, and thereafter either hold all damages awarded or proceeds paid as security for the satisfactory completion of the obligations or employ the proceeds to complete the obligations and reimburse the Village for any and all costs and expenses, including without limitation legal fees and administrative costs incurred by the Village, as the Village shall determine, and thereafter use the remaining proceeds, if any, for the payment of subcontractors and/or material suppliers that have furnished labor and/or materials for the Phase 2 Public Improvements that have timely filed and perfected their respective lien rights under Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) (if applicable) and/or under the Public Construction Bond Act (30 ILCS 550/et seq.) and that have not been collected under the Subdivision Labor and Material Payment Bond. The aggregate amount of the Subdivision Performance Bond and of the Subdivision Labor and Material Payment Bond may only be reduced to reflect a reduction in the total amount of the deposit required as whole categories of the Phase 2 Public Improvement Work as categorized in paragraph 3, subparagraphs (i) through (ix), inclusive of this Agreement are completed, provided the remaining balance on said Performance and Payment bonds shall not be reduced to an amount less than 115% of the Developer's professional engineer's opinion of probable cost to complete the remaining Phase 2 Public Improvements Work, plus the Maintenance Amount. No Surety Bond shall be released until the Phase 2 Public Improvement Work is satisfactorily completed and all of Developer's obligations under this Agreement, the Planned Development Agreement, the Subdivision Ordinance, Ordinance 2021-69, and Ordinance 2022-95 (collectively, the "Village Approvals") have been satisfied, and the corporate authorities of the Village have passed an ordinance accepting the Phase 2 Public Improvements for the Grasslands Phase 2 Property. Further, none of the Surety Bonds shall be released unless and until Developer has presented to the Village Attorney owner's sworn statements, contractors' sworn statements, and final waivers of lien, as may be appropriate, and any additional documentation that the Village Attorney may reasonably request to demonstrate full payment of the Phase 2 Public Improvements and full payment to all contractors, subcontractors, and material suppliers that performed such work and/or furnished such materials.

iv. Replenishment of Surety Bonds. If at any time the Village determines that the penal sum on each of the Performance and Payment Bonds is not, or may not be, sufficient to pay in full the remaining unpaid cost of all Phase 2 Public Improvements and all unpaid Village fees, or that the funds remaining in the Maintenance Bond are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Phase 2 Public Improvements, then, within ten days after a demand by the Village, Developer shall cause the Surety to increase the penal sum of the appropriate Surety Bond(s) to an amount determined by the Village to be sufficient to cover said deficiency and pay the unpaid costs and fees, or shall deposit said sum with the Village pursuant to an Irrevocable Cash Deposit Agreement in form as set forth in the Subdivision Ordinance, otherwise the Village may make demand upon the Principal and the Surety for the penal sum of the applicable Surety Bond(s) and pursue all remedies available to the Village under the applicable Surety Bond(s) and pursue any deficiency from the Developer.

v. Replacement Surety Bonds. In the event the surety on the Performance and Payment Bonds has issued a notice of expiration of the applicable bond as provided in the

underlying Surety Bond, and/or in the event (i) Developer has not performed all of its obligations under this Agreement, the Subdivision Ordinance and the other Village Approvals as determined by the Village in its sole discretion prior to the date by which the Village must bring suit on the Performance and Payment Bonds, or either of them to enforce it; and (ii) either (a) the issuer of the Performance and Payment Bond has not issued an extension or retraction of its notice of expiration more than 30 days prior to its expiration date, or (b) Developer has not caused another surety company that meets the minimum requirements set forth in paragraph 6.A.iii. above to issue a replacement surety bond in form as prescribed in the Subdivision Ordinance with such deviations and modifications therefrom that are satisfactory to the Village Attorney within said 30 days prior to its expiration date, the Village may make a demand on the Principal and Surety on the Performance and Payment Bond and pursue all of its remedies thereunder. If at any time the Village determines that the Surety is no longer licensed by the Illinois Department of Insurance and authorized to issue and execute sureties in Illinois or its FSR has dropped below an A- on any of the specific rating agencies listed in paragraph 6.A.iii., is insolvent, or is in danger of becoming any of the foregoing, or is otherwise in danger of being unable to honor the appropriate bond obligations at any time during its term, or if the Village otherwise reasonably deems itself to be insecure, then the Village shall have the right to demand that Developer provide replacement surety bonds from a surety that meets said requirements and which is satisfactory to the Village. The replacement surety bonds shall be deposited with the Village not later than 30 days after the demand. After deposit of the replacement surety bonds meeting said requirements, the Village shall surrender the original surety bonds to the Surety that issued them.

7. Developer shall pay all costs, permit fees, engineering fees, testing fees, consulting fees, attorney's fees, connection fees, and other fees, costs and expenses required to be paid by Developer to the Village under this Agreement, the Planned Development Agreement, Ordinance 2021-69, Ordinance 2022-95, the Bartlett Municipal Code, and any other ordinance of the Village, or any of them, concerning the development of the Phase 2 Property.

8. Developer shall provide, perform and complete properly, and in the manner specified herein and in the Subdivision Ordinance, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information data and other means and items necessary for the construction, installation and completion of the Phase 2 Public Improvements, and perform the obligations of the "applicable developer" under the Planned Development Agreement and the other Village Approvals with respect to the development of the Phase 2 Property.

9. Developer shall procure and furnish and pay for all permits, licenses and other governmental approvals and authorizations necessary to construct, install and complete the Phase 2 Public Improvements and all costs incidental thereto.

10. Developer shall pay all applicable federal, state, county and local taxes, and shall pay prevailing wages, if applicable.

11. Developer agrees to grant to the Village of Bartlett and to the Bartlett Fire Protection District a non-exclusive license to go upon any part of the Phase 2 Property for the purpose of providing police and fire protection and enforcing the Illinois Vehicle Code and the

Bartlett Vehicle Code on the streets and other areas of the Phase 2 Property, except on individual lots conveyed to homeowners.

12. After the "first lift" (i.e.-binder course) of the street pavement for streets in the Phase 2 Property has been placed by the Developer in strict accordance with the approved engineering plans therefor (subject to minor modifications as aforesaid with approval of the Village Engineer) and the Subdivision Ordinance, the Village agrees to provide regular police protection for homes constructed on the Phase 2 Property and to provide snowplowing service for the public streets serving such homes, without in any way accepting responsibility for the maintenance of such streets, or any other Phase 2 Public Improvements until the adoption of an ordinance by the Corporate Authorities formally accepting such Phase 2 Public Improvements.

13. The street rights-of-way dedicated by the Final Plat for the Phase 2 Property and constructed by Developer thereon shall remain the property of the Owner until the adoption of an ordinance by the Corporate Authorities formally accepting such Phase 2 Public Improvements, and title to all underground improvements and other personal property required by the Subdivision Ordinance has been transferred to the Village by appropriate Bill of Sale. Developer shall remain responsible for the maintenance of all of the Phase 2 Public Improvements in or which serve the Phase 2 Property, including, but not limited to, any manholes, vaults, curbs or other structures which project above the pavement and which are damaged as the result of the Village's snowplowing activities, until the expiration of the applicable sub-phase Maintenance Period and any extension thereof as provided in this Agreement.

14. In the event that it becomes necessary, as determined by the Village Administrator, in her sole discretion, to perform any emergency repair work on the Phase 2 Public Improvements or on the Property to protect the health, welfare and safety of the public, the Village may perform such repairs, and Developer shall reimburse the Village promptly for the costs so incurred. The Village shall provide Developer with as much advance notice as practicable prior to invoking its rights pursuant to this Section 14.

15. License to Village to Complete Public Improvements. In the event of a default and the election by the Village (and/or the Surety in the case of a Subdivision Performance Bond) to take over and complete the Phase 2 Public Improvements, Developer, for itself and for its successors in interest and assigns, hereby grants a non-exclusive license to the Village (and if applicable to the Surety) and their respective employees, engineers, consultants, contractors, subcontractors, material suppliers, agents and anyone hired by or on behalf of either of them, to complete the Phase 2 Public Improvements (the "Village Designees") in, under, upon, across, through and under the Phase 2 Property, and hereby assigns such right, and interest in any off-site easements or licenses granted to Developer to install or construct any off-site Public Improvements to serve the Phase 2 Property, to the Village and/or the Surety. In the event of such takeover of the Phase 2 Public Improvements, the Village will endeavor to require any contractor it hires to procure liability insurance in similar types, coverages, and amounts as required of the "Contractor" in paragraph 16 of this Agreement.

16. Insurance. Developer and the Contractor (if Developer hires a single general contractor or construction manager), and each prime contractor (if the Owner hires more than one contractor to construct and install the Phase 2 Public Improvements), each referred to for purposes of

this paragraph as “Contractor”, shall obtain and maintain insurance of the types and in the amounts listed as follows:

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- iii. **Workers’ Compensation:** as required by the State of Illinois with Statutory Limits, and Employer’s Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Village requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor.

B. Other Insurance Provisions:

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

i. Additional Insured Status

The Village of Bartlett, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

ii. Primary Coverage

For any claims related to this PICA, the Contractor’s insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be in excess of the Contractor’s insurance and shall not contribute with it.

iii. Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the Village.

iv. Waiver of Subrogation

Contractor hereby grants to the Village a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Village by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Village has received a waiver of subrogation endorsement from the insurer.

v. Self-Insured Retentions

Self-Insured retentions must be declared to and approved by the Village. The Village may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

vi. Acceptability of Insurers

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

vii. Verification of Coverage

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

viii. Subcontractors.

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type and minimum amount of coverage specified above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

17. In the event the Village Engineer determines, in the Village Engineer's sole and absolute discretion, that Developer (i) has failed to timely complete any of the nine categories of construction set forth in paragraph 3 on or before the completion dates therein specified; (ii) has not adequately maintained any of the Public Improvements, or (iii) Developer is otherwise in default under this Agreement, the Subdivision Ordinance or the Village Approvals, the Village may, after ten (10) days' prior written notice to Developer (or without written notice in the case of emergency repair work deemed necessary by the Village Administrator), enter on any or all of the Property, for which Developer has granted to the Village and to the Village's designees, a non-exclusive license pursuant to paragraph 15, and cause to be performed any work and pay any monies to cover Developer's financial obligations hereunder using the funds pursuant to this Agreement drawn from the Construction Security or the Maintenance Security deposited pursuant to this Agreement. The Village shall have the right to demand immediate payment directly from Developer, based on costs actually incurred or on the Village's reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire costs of the work, including, without limitation, legal fees and administrative expenses. Developer shall, after demand by the Village, pay the required amount to the Village.

18. **Use of Funds in the Event of Breach of Agreement.** If after notice from the Village, the Developer fails or refuses to timely complete the Phase 2 Public Improvements in accordance with this Agreement and the agreed-on construction schedule, or fails or refuses to correct any defect or deficiency in the Phase 2 Public Improvements, or fails or refuses to restore property in accordance with a demand from the Village, or in any manner fails or refuses to meet fully any of its obligations under this Agreement and/or the Subdivision Ordinance, then the Village may, in its sole and absolute discretion, demand the surety perform its obligations under the Subdivision Performance Bond, and if necessary, file suit on said bond and retain the monies recovered from the surety under the Subdivision Performance Bond. The Village thereafter shall have the right to exercise its rights under this Agreement and the Subdivision Ordinance to take any other action it deems reasonable and appropriate to mitigate the effects of the failure or refusal by Developer and to reimburse itself from the applicable construction security and/or maintenance security for all of its costs and expense, including without limitation legal fees and administrative expenses resulting from or incurred as a result of Developer's failure or refusal to fully meet its obligations under this Agreement and the Subdivision Ordinance. If the funds remaining in the Performance and Payment Bonds and/or Cash Bond are insufficient or pay fully the Village for all its costs and expenses to fully pay for the Phase 2 Public Improvements, and to maintain a cash reserve equal to 15% of the original construction security amount during the entire time the Maintenance Bond or Maintenance Cash Deposit should have been maintained by Developer, then Developer shall, after demand of the Village, immediately deposit with the Village additional funds as the Village reasonably determines are necessary to fully repay the Village's costs and expenses and to establish the required maintenance cash reserve. Any subcontractor and material supplier of the Developer or Contractor or Subcontractor and/or a material supplier of any tier that provided labor and/or material in connection with the Phase 2 Public Improvements shall be deemed a third party beneficiary under the Subdivision Labor and Material Payment Bond that has perfected its lien rights in accordance with the Mechanic's Lien Act (if applicable) and the Public Construction Bond Act shall be authorized to bring suit thereon in accordance with the applicable statute.

19. **Village Lien Rights.** If any money, property, or other consideration due from Developer to the Village pursuant to this Agreement is not either recovered from the construction security deposits required in paragraph 4 or paid or conveyed to the Village by Developer within ten (10) days after a demand for payment or conveyance, then the money, or the Village's reasonable estimate of the value of the property or other consideration, together with interest at the maximum rate permitted by law and costs of collection, including without limitation legal fees and administrative expenses, shall become a lien on the Property, and the Village shall have the right to collect the amount or value, with applicable interest and costs, including without limitation legal fees and administrative expenses, and the right to enforce the lien in the manner provided by law for mortgage foreclosure proceedings. The lien shall be subordinate to the lien of any first mortgage now or hereafter placed on the Phase 2 Property; provided, however, that the lien subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Phase 2 Property pursuant to a judgment of foreclosure, or any other proceeding in lieu of foreclosure, but the sale or transfer shall not relieve the Phase 2 the Property from liability for any charges thereafter become due, nor form the lien of any subsequent charge.

20. **Hold Harmless.** Developer shall, in the event a claim is made against the Village, its officers, other officials, agents and employees, or any of them, or if the Village, its officers, other officials, agents and employees, or any of them, is made a party-defendant in any proceeding arising

out of, or alleged to arise out of, the construction, installation, payment for, failure to pay for, maintenance and/or repair of the Phase 2 Public Improvements or in connection with this Agreement, including, but not limited to, matters pertaining to the hazardous material and other environmental matters, (except as may be required by provisions 765 ILCS 705/1 and 740 ILCS 35/1 of the Illinois Statute for the negligent acts and omissions of the Village, its officers, other officials, agents and employees or any of them) defend and hold the Village and such officers, other officials, agents and employees harmless from all claims, liabilities, losses, taxes, judgments, costs, fees, including expenses and reasonable attorneys' fees in connection therewith. Any such indemnified person may obtain separate counsel to participate in the defense thereof at his own expense. However, if the Canons of Legal Ethics require such indemnified person to be separately defended where there is no agreement as to a conflict of interest, then Developer shall each be obligated to bear such expense.

21. Remedies.

A. It is agreed that the parties hereto shall have the following rights and remedies in the event of a breach or default hereunder.

(i) Enforce or compel the performance of this Agreement, at law or in equity by suit, action, mandamus or any other proceedings, including, but not limited to, injunction and/or specific performance.

(ii) Maintain an action to recover any sums which the other party has agreed to pay pursuant to this Agreement and which have become due and remain unpaid for more than 15 days following written notice of delinquency.

(iii) Draw upon any Cash Bond, and/or to enforce and compel performance on any Subdivision Performance Bond, Subdivision Labor and Material Payment Bond and/or Maintenance Bond.

B. Upon a breach of this Agreement, any of the parties, by any action or proceeding at law or in equity, may exercise any remedy available at law or in equity. The remedies of the Village shall include, but not be limited to, the right to stop construction on the portion of the Phase 2 Property being the subject of Developer's breach and, in connection with such portion of the Phase 2 Property, withhold issuance of certificates of occupancy.

C. In the event of any litigation between the Village and Developer regarding this Agreement, the non-prevailing party shall promptly pay the prevailing party's reasonable attorneys' fees and expenses and costs of litigation.

22. Exercise of Home Rule Power. This Agreement is adopted pursuant to the provisions of the Illinois Municipal Code; provided, however, that any limitations in the Illinois Municipal Code in conflict with the provisions of this Agreement shall not be applicable, and as to all such provisions, the Village hereby exercises its home rule powers pursuant to the provisions of Article VII, Section 6 of the Constitution of the State of Illinois.

23. Venue, Illinois law, attorney's fees. The parties agree that this Agreement shall be governed by Illinois law and that the proper venue for the enforcement of this Agreement shall be the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.

24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their heirs, legatees, beneficiaries, successors in interest, assignees, and lessees.

25. Miscellaneous.

A. Notice. Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by the United States certified mail, postage prepaid and return receipt requested, as follows:

To the Village: Village of Bartlett
228 South Main Street Bartlett, IL 60103
Attention: Paula Schumacher, Village Administrator

With a copy to: Bryan E. Mraz
Bryan E. Mraz & Associates, P.C.
111 East Irving Park Road
Roselle, IL 60172

To the Developer: D.R. Horton, Inc. – Midwest
1750 E. Golf Road, Suite 925
Schaumburg, IL 60173
Attn: Cole Tyrell

With a copy to: Meltzer, Purtill & Stelle LLC
1515 E. Woodfield Road, Second Floor
Schaumburg, IL 60173
Attn: Steve Goodman

B. Severability. If any provision of this Agreement is held invalid by a court of a competent jurisdiction or in the event a court shall determine that the Village or Developer, as the case may be, does not have the power to perform a disputed provision, the provision shall be deemed to be excised from this Agreement and invalidity shall not affect any of the other provisions contained herein, and the judgment or decree shall relieve the Village or Developer, as applicable, from performance under the invalid provision of this Agreement.

[SIGNATURE PAGE FOLLOWS]

OWNER/DEVELOPER:
D.R. HORTON INC. – MIDWEST

VILLAGE OF BARTLETT

By: _____
Printed Name: _____
Title: _____

By: _____
Paula Schumacher
Village Administrator

Attest:

By: _____
Printed Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PHASE 1 PROPERTY

THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE DEED DATED MARCH 3, 1945 AND RECORDED IN THE COUNTY RECORDER 'S OFFICE IN COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 13490455 AND RECORDED IN BOOK 39843 ON PAGE 204, LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, SAID SOUTHERLY RIGHT-OF-WAY LINE BEING DESCRIBED PER DOCUMENT NUMBER 414744;

EXCEPTING THEREFROM:

THAT PART CONVEYED TO HENRY A. SCANDREL T, WALTER J. CUMMINGS AND GEORGE I. HAIGHT, TRUSTEES OF THE PROPERTY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, THEIR SUCCESSORS AND ASSIGNS AND RECORDED AS DOCUMENT NUMBER 12905600, FILED FOR RECORD JUNE 8, 1942, RECORD BOOK 37528, PAGE 311; AND THAT PART CONVEYED FROM JENNIE ALPERIN AND NORMAN ALPERIN TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087412; AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087414; AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087416;

ALSO EXCEPTING THEREFROM:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHEAST 1/4 WITH THE CENTER LINE OF STATE ROUTE 59; THENCE ALONG SAID CENTER LINE, 498.9 FEET; THENCE ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 0 MINUTES TO THE LEFT WITH THE PROLONGATION OF SAID CENTER LINE, 50.0 FEET TO THE WESTERLY LINE OF AFORESAID STATE ROUTE 59, FOR A PLACE OF BEGINNING; THENCE NORTH 26 DEGREES 19 MINUTES EAST, ALONG THE AFORESAID WESTERLY LINE OF STATE ROUTE 59, 235.1 FEET; THENCE NORTH 22 DEGREES 10 MINUTES EAST, ALONG SAID WESTERLY LINE, 328.0 FEET TO A POINT IN A LINE OF 25.0 FEET SOUTHERLY FROM AND PARALLEL WITH THE SOUTHERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTH 63 DEGREES 44 MINUTES WEST, ALONG SAID PARALLEL LINE, 462.33 FEET; THENCE SOUTH 17 DEGREES 22 MINUTES WEST, 397.0 FEET; THENCE SOUTH 5 DEGREES 11 MINUTES EAST, 200.0 FEET; THENCE SOUTH 63 DEGREES 44 MINUTES EAST, 319.5 FEET TO THE PLACE OF BEGINNING;

ALSO EXCEPTING THEREFROM:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WEST BARTLETT ROAD AS ORIGINALLY DEDICATED WITH THE CENTER LINE OF STATE ROUTE NO. 59 AS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 7, 1935 AS DOCUMENT NUMBER 11611940; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE NO. 59, A DISTANCE OF 473.8 FEET FOR A PLACE OF BEGINNING; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE NO. 59, A DISTANCE OF 300.0 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO LAST MENTIONED CENTER LINE, 340.4 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID ROUTE NO. 59, A DISTANCE OF 300.0 FEET; THENCE NORTHWESTERLY ALONG A LINE AT RIGHT ANGLES TO LAST MENTIONED CENTER LINE, 340.4 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PART THEREOF FALLING IN THE RIGHT-OF-WAY OF SAID ROUTE NO. 59) IN COOK COUNTY, ILLINOIS;

ALSO EXCEPTING THEREFROM:

THAT PART AS SHOWN IN THE PLAT OF DEDICATION RECORDED MAY 7, 1935, AS DOCUMENT 11611940.

ALSO EXCEPTING THEREFROM:

THOSE PORTIONS OF NAPERVILLE AND WEST BARTLETT ROADS TAKEN AND USED FOR HIGHWAY PURPOSES.

ALSO EXCEPTING THEREFROM:

THAT PART ACQUIRED BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CONDEMNATION PROCEEDINGS CASE NO. 2015L 050263, PER ORDER ENTERED MAY 21, 2015, AND PER FINAL JUDGMENT ORDER ENTERED DECEMBER 5, 2017, AND RECORDED DECEMBER 14, 2017, AS DOCUMENT NO. 1734806066,

ALSO EXCEPTING THEREFROM:

THAT PART CONVEYED TO THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CONDEMNATION DEED RECORDED JULY 16, 2021, AS DOCUMENT NO. 2119742022, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEARINGS AND DISTANCES BASED ON THE ILLINOIS STATE PLANE

COORDINATE SYSTEM, EAST ZONE, NAD83(2011), WITH A COMBINATION FACTOR OF 0.999945; DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 33; THENCE SOUTH 88 DEGREES 48 MINUTES 31 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 33, A DISTANCE OF 1078.38 FEET; THENCE NORTH 01 DEGREES 11 MINUTES 29 SECONDS WEST, 60.00 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF WEST BARTLETT ROAD PER WARRANTY DEED RECORDED FEBRUARY 11, 1992, AS DOCUMENT NUMBER 92087414 WITH THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59 PER FINAL JUDGMENT ORDER RECORDED DECEMBER 14, 2017, AS DOCUMENT NUMBER 1734806066, SAID POINT BEING ALSO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 48 MINUTES 31 SECONDS WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF WEST BARTLETT ROAD, 281.62 FEET; THENCE NORTH 01 DEGREES 11 MINUTES 29 SECONDS WEST, 10.00 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 31 SECONDS EAST, 182.00 FEET; THENCE NORTH 35 DEGREES 58 MINUTES 01 SECONDS EAST, 88.34 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY 296.09 FEET ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2406.70 FEET, THE CHORD OF SAID CURVE BEARS NORTH 24 DEGREES 17 MINUTES 09 SECONDS EAST, 295.91 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 33 DEGREES 24 MINUTES 35 SECONDS EAST, 115.60 FEET TO THE SOUTHERLY LINE OF A TRUSTEE'S DEED RECORDED MARCH 29, 1985, AS DOCUMENT NUMBER 27493946; THENCE SOUTH 64 DEGREES 28 MINUTES 42 SECONDS EAST, ALONG SAID SOUTHERLY LINE, 31.09 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59 PER WARRANTY DEED RECORDED FEBRUARY 11, 1992, AS DOCUMENT NUMBER 92087414; THENCE SOUTH 25 DEGREES 28 MINUTES 18 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 116.80 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59, PER FINAL JUDGMENT ORDER RECORDED DECEMBER 14, 2017, AS DOCUMENT NUMBER 1734806066; THENCE NORTH 62 DEGREES 08 MINUTES 48 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 17.14 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHWESTERLY 366.31 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2377.50 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 23 DEGREES 26 MINUTES 23 SECONDS WEST, 365.95 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM:

THAT PART CONVEYED TO THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CONDEMNATION DEED RECORDED JULY 16, 2021, AS DOCUMENT NO. 2119742023, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,

ILLINOIS, BEARINGS AND DISTANCES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011), WITH A COMBINATION FACTOR OF 0.999945; DESCRIBED AS FOLLOWS:

BEGINNING AT A MAG NAIL PER MONUMENT RECORD RECORDED JULY 5, 2005, AS DOCUMENT NUMBER 0518645120 AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 33; THENCE SOUTH 88 DEGREES 48 MINUTES 31 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 33, A DISTANCE OF 916.01 FEET; THENCE NORTH 01 DEGREES 11 MINUTES 29 SECONDS WEST, 50.00 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59, PER WARRANTY DEED RECORDED FEBRUARY 11, 1992, AS DOCUMENT NUMBER 92087412, AND THE NORTHERLY RIGHT-OF-WAY LINE OF WEST BARTLETT ROAD PER CONDEMNATION PLAT OF SURVEY RECORDED JANUARY 11, 1951, AS DOCUMENT NUMBER 14989646, AND TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY 324.71 FEET, MEASURED (324.88 FEET, RECORDED) ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59, AND SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2221.70 FEET, MEASURED (2221.83 FEET, RECORDED), THE CHORD OF SAID CURVE BEARS NORTH 24 DEGREES 21 MINUTES 31 SECONDS EAST, 324.42 FEET TO A POINT OF TANGENCY; THENCE NORTH 27 DEGREES 31 MINUTES 49 SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 65.91 FEET; THENCE SOUTH 64 DEGREES 31 MINUTES 43 SECONDS EAST, 21.20 FEET; THENCE SOUTH 28 DEGREES 32 MINUTES 45 SECONDS WEST, 67.04 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 76.53 FEET, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2201.70 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 27 DEGREES 33 MINUTES 00 SECONDS WEST, 76.53 FEET; THENCE SOUTH 63 DEGREES 26 MINUTES 45 SECONDS EAST, 10.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHWESTERLY 74.21 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2191.70 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 25 DEGREES 35 MINUTES 02 SECONDS WEST, 74.21 FEET; THENCE SOUTH 36 DEGREES 58 MINUTES 00 SECONDS EAST, 129.13 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 31 SECONDS EAST, 135.40 FEET; THENCE SOUTH 82 DEGREES 39 MINUTES 38 SECONDS EAST, 101.12 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 31 SECONDS EAST, 300.00 FEET; THENCE SOUTH 79 DEGREES 52 MINUTES 53 SECONDS EAST, 101.98 FEET; THENCE SOUTH 01 DEGREES 11 MINUTES 29 SECONDS EAST, 5.00 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE OF WEST BARTLETT ROAD PER DOCUMENT NUMBER 14989646; THENCE NORTH 88 DEGREES 48 MINUTES 31 SECONDS EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 110.57 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 33; THENCE SOUTH 00 DEGREES 22 MINUTES 08 SECONDS WEST, ALONG SAID EAST LINE, 50.02 FEET TO THE POINT OF BEGINNING;

AND ALSO EXCEPTING THEREFROM:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHEAST 1/4 WITH THE CENTER LINE OF STATE ROUTE 59 PER PLAT OF DEDICATION RECORDED AS DOCUMENT NUMBER 11611940; THENCE NORTHERLY, ALONG SAID CENTER LINE, 498.9 FEET; THENCE WESTERLY, ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 0 MINUTES TO THE LEFT WITH THE PROLONGATION OF SAID CENTER LINE, 50.0 FEET TO THE WESTERLY LINE OF AFORESAID STATE ROUTE 59; THENCE NORTH 64 DEGREES 27 MINUTES 35 SECONDS WEST, ALONG THE SOUTHERLY LINE OF A TRACT OF LAND CONVEYED PER DOCUMENT NUMBER 00029399, A DISTANCE OF 56.19 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59, PER DEED RECORDED JULY 16, 2021, AS DOCUMENT NUMBER 2119742022, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT:

THENCE SOUTH 33 DEGREES 24 MINUTES 35 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 115.60 FEET TO AN ANGLE CORNER IN SAID RIGHT-OF-WAY LINE; THENCE SOUTHWESTERLY, 296.09 FEET, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, BEING AN ARC OF A CIRCLE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 2406.70 FEET AND WHOSE CHORD BEARS SOUTH 24 DEGREES 17 MINUTES 09 SECONDS WEST, 295.91 FEET TO AN ANGLE CORNER IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 35 DEGREES 58 MINUTES 01 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 88.34 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF BARTLETT ROAD AS WIDENED BY DEED RECORDED JULY 16, 2021, AS DOCUMENT NUMBER 2119742022; THENCE SOUTH 88 DEGREES 48 MINUTES 31 SECONDS WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 182.00 FEET; THENCE NORTHWESTERLY, 398.64 FEET, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF BARTLETT ROAD PER PLAT OF HIGHWAYS BY THE COOK COUNTY HIGHWAY DEPARTMENT, RECORDED MAY 20, 2014, AS DOCUMENT NUMBER 1414034047, BEING AN ARC OF A CIRCLE CONVEX TO THE SOUTH, HAVING A RADIUS OF 6385.00 FEET AND WHOSE CHORD BEARS NORTH 89 DEGREES 24 MINUTES 02 SECONDS WEST, 398.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY, 7.29 FEET, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BARTLETT ROAD, BEING AN ARC OF A CIRCLE CONVEX TO THE NORTH, HAVING A RADIUS OF 6525.00 FEET AND WHOSE CHORD BEARS NORTH 87 DEGREES 40 MINUTES 05 SECONDS WEST, 7.29 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 47 SECONDS WEST, 390.73 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 13 SECONDS EAST, 100.59 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 47 SECONDS EAST, 117.00 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 13 SECONDS EAST, 91.96 FEET; THENCE NORTH 72 DEGREES 23 MINUTES 02 SECONDS EAST, 116.56 FEET; THENCE NORTH 56 DEGREES 53 MINUTES 04 SECONDS EAST, 109.15 FEET; THENCE NORTH 41 DEGREES 18 MINUTES 46 SECONDS EAST, 109.16 FEET; THENCE NORTH 25 DEGREES 54 MINUTES 09 SECONDS EAST, 112.02 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 56 SECONDS EAST, 73.20 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED PER DOCUMENT NO. 00029399;

THENCE SOUTH 64 DEGREES 27 MINUTES 35 SECONDS EAST, ALONG THE SOUTH LINE OF SAID TRACT, 263.11 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

LEGAL DESCRIPTION OF THE PHASE 2 PROPERTY

THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST -1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING NORTH OF THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, SAID NORTHERLY RIGHT OF WAY UNE BEING DESCRIBED PER DOCUMENT NUMBER 414744 AND LYING WEST OF THE WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 59, EXCEPTING THEREFROM:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OR SAID NORTHEAST 1/4, THENCE WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 62.5 FEET FOR A PLACE OF BEGINNING; THENCE WEST ALONG SAID NORTH LINE 400.0 FEET; THENCE SOUTH 4 DEGREES 24 MINUTES WEST, 182.5 FEET; THENCE SOUTH 8 DEGREES 57 MINUTES WEST, 89.5 FEET; THENCE SOUTH 11 DEGREES 28 MINUTES WEST, 86.5 FEET; THENCE SOUTH 13 DEGREES 24 MINUTES WEST, 100.0 FEET; THENCE SOUTH 18 DEGREES 9 MINUTES WEST 80.0 FEET; THENCE SOUTH 19 DEGREES 42 MINUTES WEST, 92.8 FEET; THENCE SOUTH 22 DEGREES 20 MINUTES WEST, 89 .5 FEET; THENCE SOUTH 24 DEGREES 48 MINUTES WEST, 92.8 FEET; THENCE SOUTH 32 DEGREES 33 MINUTES WEST, 62.5 FEET; THENCE SOUTH 26 DEGREES 42 MINUTES WEST, 272.4 FEET; THENCE SOUTH 68 DEGREES 9 MINUTES EAST, 398.9 FEET TO THE WESTERLY LINE OF THE PUBLIC HIGHWAY (ROUTE 59); THENCE NORTH 26 DEGREES 19 MINUTES EAST, 357.5 FEET ALONG SAID WESTERLY LINE TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT, TANGENT TO LAST DESCRIBED COURSE AND HA YING A RADIUS OF 2171.68 FEET, FOR A DISTANCE OF 942.5 FEET TO THE PLACE OF BEGINNING.

ALSO EXCEPTING THEREFROM: THAT PART TAKEN FOR NAPERVILLE ROAD.

EXHIBIT C

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1:

THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, SAID NORTHERLY RIGHT-OF-WAY LINE BEING DESCRIBED PER DOCUMENT NUMBER 414744 AND LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59;

EXCEPTING THEREFROM:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OR SAID NORTHEAST 1/4, THENCE WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 62.5 FEET FOR A PLACE OF BEGINNING; THENCE WEST ALONG SAID NORTH LINE, 400.0 FEET; THENCE SOUTH 4 DEGREES 24 MINUTES WEST, 182.5 FEET; THENCE SOUTH 8 DEGREES 57 MINUTES WEST, 89.5 FEET; THENCE SOUTH 11 DEGREES 28 MINUTES WEST, 86.5 FEET; THENCE SOUTH 13 DEGREES 24 MINUTES WEST, 100.0 FEET; THENCE SOUTH 18 DEGREES 9 MINUTES WEST, 80.0 FEET; THENCE SOUTH 19 DEGREES 42 MINUTES WEST, 92.8 FEET; THENCE SOUTH 22 DEGREES 20 MINUTES WEST, 89.5 FEET; THENCE SOUTH 24 DEGREES 48 MINUTES WEST, 92.8 FEET; THENCE SOUTH 32 DEGREES 33 MINUTES WEST, 62.5 FEET; THENCE SOUTH 26 DEGREES 42 MINUTES WEST, 272.4 FEET; THENCE SOUTH 68 DEGREES 9 MINUTES EAST, 398.9 FEET TO THE WESTERLY LINE OF THE PUBLIC HIGHWAY (ROUTE 59); THENCE NORTH 26 DEGREES 19 MINUTES EAST, 357.5 FEET ALONG SAID WESTERLY LINE TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT, TANGENT TO LAST DESCRIBED COURSE AND HAVING A RADIUS OF 2171.68 FEET, FOR A DISTANCE OF 942.5 FEET TO THE PLACE OF BEGINNING;

ALSO EXCEPTING THEREFROM:

THAT PART TAKEN FOR NAPERVILLE ROAD.

PARCEL 2:

THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE DEED DATED MARCH 3, 1945 AND RECORDED IN THE COUNTY RECORDER 'S OFFICE IN COOK COUNTY, ILLINOIS,

AS DOCUMENT NUMBER 13490455 AND RECORDED IN BOOK 39843 ON PAGE 204, LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, SAID SOUTHERLY RIGHT-OF-WAY LINE BEING DESCRIBED PER DOCUMENT NUMBER 414744;

EXCEPTING THEREFROM:

THAT PART CONVEYED TO HENRY A. SCANDREL T, WALTER J. CUMMINGS AND GEORGE I. HAIGHT, TRUSTEES OF THE PROPERTY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, THEIR SUCCESSORS AND ASSIGNS AND RECORDED AS DOCUMENT NUMBER 12905600, FILED FOR RECORD JUNE 8, 1942, RECORD BOOK 37528, PAGE 311; AND THAT PART CONVEYED FROM JENNIE ALPERIN AND NORMAN ALPERIN TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087412; AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087414; AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087416;

ALSO EXCEPTING THEREFROM:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHEAST 1/4 WITH THE CENTER LINE OF STATE ROUTE 59; THENCE ALONG SAID CENTER LINE, 498.9 FEET; THENCE ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 0 MINUTES TO THE LEFT WITH THE PROLONGATION OF SAID CENTER LINE, 50.0 FEET TO THE WESTERLY LINE OF AFORESAID STATE ROUTE 59, FOR A PLACE OF BEGINNING; THENCE NORTH 26 DEGREES 19 MINUTES EAST, ALONG THE AFORESAID WESTERLY LINE OF STATE ROUTE 59, 235.1 FEET; THENCE NORTH 22 DEGREES 10 MINUTES EAST, ALONG SAID WESTERLY LINE, 328.0 FEET TO A POINT IN A LINE OF 25.0 FEET SOUTHERLY FROM AND PARALLEL WITH THE SOUTHERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTH 63 DEGREES 44 MINUTES WEST, ALONG SAID PARALLEL LINE, 462.33 FEET; THENCE SOUTH 17 DEGREES 22 MINUTES WEST, 397.0 FEET; THENCE SOUTH 5 DEGREES 11 MINUTES EAST, 200.0 FEET; THENCE SOUTH 63 DEGREES 44 MINUTES EAST, 319.5 FEET TO THE PLACE OF BEGINNING;

ALSO EXCEPTING THEREFROM:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WEST BARTLETT ROAD AS ORIGINALLY DEDICATED WITH THE CENTER LINE OF STATE ROUTE NO. 59 AS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 7, 1935 AS DOCUMENT NUMBER 11611940; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE NO. 59, A DISTANCE OF 473.8 FEET FOR A PLACE OF

BEGINNING; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE NO. 59, A DISTANCE OF 300.0 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO LAST MENTIONED CENTER LINE, 340.4 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID ROUTE NO. 59, A DISTANCE OF 300.0 FEET; THENCE NORTHWESTERLY ALONG A LINE AT RIGHT ANGLES TO LAST MENTIONED CENTER LINE, 340.4 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PART THEREOF FALLING IN THE RIGHT-OF-WAY OF SAID ROUTE NO. 59) IN COOK COUNTY, ILLINOIS;

ALSO EXCEPTING THEREFROM:

THAT PART AS SHOWN IN THE PLAT OF DEDICATION RECORDED MAY 7, 1935, AS DOCUMENT 11611940.

ALSO EXCEPTING THEREFROM:

THOSE PORTIONS OF NAPERVILLE AND WEST BARTLETT ROADS TAKEN AND USED FOR HIGHWAY PURPOSES.

ALSO EXCEPTING THEREFROM:

THAT PART ACQUIRED BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CONDEMNATION PROCEEDINGS CASE NO. 2015L 050263, PER ORDER ENTERED MAY 21, 2015, AND PER FINAL JUDGMENT ORDER ENTERED DECEMBER 5, 2017, AND RECORDED DECEMBER 14, 2017, AS DOCUMENT NO. 1734806066,

ALSO EXCEPTING THEREFROM:

THAT PART CONVEYED TO THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CONDEMNATION DEED RECORDED JULY 16, 2021, AS DOCUMENT NO. 2119742022, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEARINGS AND DISTANCES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011), WITH A COMBINATION FACTOR OF 0.999945; DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 33; THENCE SOUTH 88 DEGREES 48 MINUTES 31 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 33, A DISTANCE OF 1078.38 FEET; THENCE NORTH 01 DEGREES 11 MINUTES 29 SECONDS WEST, 60.00 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF WEST BARTLETT ROAD PER WARRANTY DEED RECORDED FEBRUARY 11, 1992, AS DOCUMENT NUMBER 92087414 WITH THE WESTERLY RIGHT-OF-WAY LINE OF

ILLINOIS ROUTE 59 PER FINAL JUDGMENT ORDER RECORDED DECEMBER 14, 2017, AS DOCUMENT NUMBER 1734806066, SAID POINT BEING ALSO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 48 MINUTES 31 SECONDS WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF WEST BARTLETT ROAD, 281.62 FEET; THENCE NORTH 01 DEGREES 11 MINUTES 29 SECONDS WEST, 10.00 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 31 SECONDS EAST, 182.00 FEET; THENCE NORTH 35 DEGREES 58 MINUTES 01 SECONDS EAST, 88.34 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY 296.09 FEET ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2406.70 FEET, THE CHORD OF SAID CURVE BEARS NORTH 24 DEGREES 17 MINUTES 09 SECONDS EAST, 295.91 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 33 DEGREES 24 MINUTES 35 SECONDS EAST, 115.60 FEET TO THE SOUTHERLY LINE OF A TRUSTEE'S DEED RECORDED MARCH 29, 1985, AS DOCUMENT NUMBER 27493946; THENCE SOUTH 64 DEGREES 28 MINUTES 42 SECONDS EAST, ALONG SAID SOUTHERLY LINE, 31.09 FEET TO THE WESTERLY RIGHT-OF-WAY 'LINE OF ILLINOIS ROUTE 59 PER WARRANTY DEED RECORDED FEBRUARY 11, 1992, AS DOCUMENT NUMBER 92087414; THENCE SOUTH 25 DEGREES 28 MINUTES 18 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 116.80 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59, PER FINAL JUDGMENT ORDER RECORDED DECEMBER 14, 2017, AS DOCUMENT NUMBER 1734806066; THENCE NORTH 62 DEGREES 08 MINUTES 48 SECONDS WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 17.14 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHWESTERLY 366.31 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2377.50 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 23 DEGREES 26 MINUTES 23 SECONDS WEST, 365.95 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THEREFROM:

THAT PART CONVEYED TO THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CONDEMNATION DEED RECORDED JULY 16, 2021, AS DOCUMENT NO. 2119742023, DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEARINGS AND DISTANCES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83(2011), WITH A COMBINATION FACTOR OF 0.999945; DESCRIBED AS FOLLOWS:

BEGINNING AT A MAG NAIL PER MONUMENT RECORD RECORDED JULY 5, 2005, AS DOCUMENT NUMBER 0518645120 AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 33; THENCE SOUTH 88 DEGREES 48 MINUTES 31 SECONDS WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 33, A DISTANCE OF 916.01 FEET; THENCE NORTH 01 DEGREES 11 MINUTES 29 SECONDS WEST, 50.00 FEET TO THE INTERSECTION OF THE

EASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59, PER WARRANTY DEED RECORDED FEBRUARY 11, 1992, AS DOCUMENT NUMBER 92087412, AND THE NORTHERLY RIGHT-OF-WAY LINE OF WEST BARTLETT ROAD PER CONDEMNATION PLAT OF SURVEY RECORDED JANUARY 11, 1951, AS DOCUMENT NUMBER 14989646, AND TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY 324.71 FEET, MEASURED (324.88 FEET, RECORDED) ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59, AND SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2221.70 FEET, MEASURED (2221.83 FEET, RECORDED), THE CHORD OF SAID CURVE BEARS NORTH 24 DEGREES 21 MINUTES 31 SECONDS EAST, 324.42 FEET TO A POINT OF TANGENCY; THENCE NORTH 27 DEGREES 31 MINUTES 49 SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 65.91 FEET; THENCE SOUTH 64 DEGREES 31 MINUTES 43 SECONDS EAST, 21.20 FEET; THENCE SOUTH 28 DEGREES 32 MINUTES 45 SECONDS WEST, 67.04 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY 76.53 FEET, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2201.70 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 27 DEGREES 33 MINUTES 00 SECONDS WEST, 76.53 FEET; THENCE SOUTH 63 DEGREES 26 MINUTES 45 SECONDS EAST, 10.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHWESTERLY 74.21 FEET ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2191.70 FEET, THE CHORD OF SAID CURVE BEARS SOUTH 25 DEGREES 35 MINUTES 02 SECONDS WEST, 74.21 FEET; THENCE SOUTH 36 DEGREES 58 MINUTES 00 SECONDS EAST, 129.13 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 31 SECONDS EAST, 135.40 FEET; THENCE SOUTH 82 DEGREES 39 MINUTES 38 SECONDS EAST, 101.12 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 31 SECONDS EAST, 300.00 FEET; THENCE SOUTH 79 DEGREES 52 MINUTES 53 SECONDS EAST, 101.98 FEET; THENCE SOUTH 01 DEGREES 11 MINUTES 29 SECONDS EAST, 5.00 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE OF WEST BARTLETT ROAD PER DOCUMENT NUMBER 14989646; THENCE NORTH 88 DEGREES 48 MINUTES 31 SECONDS EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 110.57 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 33; THENCE SOUTH 00 DEGREES 22 MINUTES 08 SECONDS WEST, ALONG SAID EAST LINE, 50.02 FEET TO THE POINT OF BEGINNING;

AND ALSO EXCEPTING THEREFROM:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHEAST 1/4 WITH THE CENTER LINE OF STATE ROUTE 59 PER PLAT OF DEDICATION RECORDED AS DOCUMENT NUMBER 11611940; THENCE NORTHERLY, ALONG SAID CENTER LINE, 498.9 FEET; THENCE WESTERLY, ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 0 MINUTES TO THE LEFT WITH THE PROLONGATION OF SAID CENTER LINE, 50.0 FEET TO THE WESTERLY LINE OF AFORESAID STATE ROUTE 59; THENCE NORTH 64 DEGREES 27 MINUTES 35 SECONDS WEST, ALONG

THE SOUTHERLY LINE OF A TRACT OF LAND CONVEYED PER DOCUMENT NUMBER 00029399, A DISTANCE OF 56.19 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ILLINOIS ROUTE 59, PER DEED RECORDED JULY 16, 2021, AS DOCUMENT NUMBER 2119742022, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT:

THENCE SOUTH 33 DEGREES 24 MINUTES 35 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 115.60 FEET TO AN ANGLE CORNER IN SAID RIGHT-OF-WAY LINE; THENCE SOUTHWESTERLY, 296.09 FEET, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, BEING AN ARC OF A CIRCLE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 2406.70 FEET AND WHOSE CHORD BEARS SOUTH 24 DEGREES 17 MINUTES 09 SECONDS WEST, 295.91 FEET TO AN ANGLE CORNER IN SAID RIGHT-OF-WAY LINE; THENCE SOUTH 35 DEGREES 58 MINUTES 01 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 88.34 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF BARTLETT ROAD AS WIDENED BY DEED RECORDED JULY 16, 2021, AS DOCUMENT NUMBER 2119742022; THENCE SOUTH 88 DEGREES 48 MINUTES 31 SECONDS WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 182.00 FEET; THENCE NORTHWESTERLY, 398.64 FEET, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF BARTLETT ROAD PER PLAT OF HIGHWAYS BY THE COOK COUNTY HIGHWAY DEPARTMENT, RECORDED MAY 20, 2014, AS DOCUMENT NUMBER 1414034047, BEING AN ARC OF A CIRCLE CONVEX TO THE SOUTH, HAVING A RADIUS OF 6385.00 FEET AND WHOSE CHORD BEARS NORTH 89 DEGREES 24 MINUTES 02 SECONDS WEST, 398.58 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY, 7.29 FEET, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF BARTLETT ROAD, BEING AN ARC OF A CIRCLE CONVEX TO THE NORTH, HAVING A RADIUS OF 6525.00 FEET AND WHOSE CHORD BEARS NORTH 87 DEGREES 40 MINUTES 05 SECONDS WEST, 7.29 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 47 SECONDS WEST, 390.73 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 13 SECONDS EAST, 100.59 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 47 SECONDS EAST, 117.00 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 13 SECONDS EAST, 91.96 FEET; THENCE NORTH 72 DEGREES 23 MINUTES 02 SECONDS EAST, 116.56 FEET; THENCE NORTH 56 DEGREES 53 MINUTES 04 SECONDS EAST, 109.15 FEET; THENCE NORTH 41 DEGREES 18 MINUTES 46 SECONDS EAST, 109.16 FEET; THENCE NORTH 25 DEGREES 54 MINUTES 09 SECONDS EAST, 112.02 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 56 SECONDS EAST, 73.20 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED PER DOCUMENT NO. 00029399; THENCE SOUTH 64 DEGREES 27 MINUTES 35 SECONDS EAST, ALONG THE SOUTH LINE OF SAID TRACT, 263.11 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



Agenda Item Executive Summary

Item Name 2023/24 Budget Adoption Committee or Board Board

BUDGET IMPACT			
Amount:	\$109,956,873	Budgeted	N/A
List what fund	All Funds		
EXECUTIVE SUMMARY			
The Village Board reviewed the fiscal year 2023/24 proposed budget at the March 4 th and March 21 st Finance Committee meetings. No adjustments were made to the proposed budget. The budgeted expenditures total \$109,956,873. A public hearing was conducted on April 4, 2023.			
ATTACHMENTS (PLEASE LIST)			
Memo Resolution			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2023-_____, a resolution adopting the Fiscal 2023/24 Budget in the amount of \$109,956,873.

Staff: Todd Dowden, Finance Director Date: 04/11/23

Village of Bartlett
Finance Department Memo
2023 - 07

DATE: April 11, 2023
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director
SUBJECT: 2023/24 Budget Approval

The Village Board reviewed the fiscal year 2023/24 budget at the March 7th and March 21st finance committee meetings. No adjustments were made to the proposed budget.

Attached is the budget resolution to adopt the FY 2023/24 budget. A Public Hearing was conducted on April 4th, 2023. Budgeted expenditures total \$109,956,873.

MOTION: I move to approve Resolution 2023-_____, a resolution adopting the Fiscal Year 2023/24 Budget in the amount of \$109,956,873.

RESOLUTION 2023- -R

**A RESOLUTION ADOPTING THE VILLAGE OF BARTLETT BUDGET
FOR FISCAL YEAR 2023/2024**

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

SECTION ONE: That the Budget for the Village of Bartlett for the Fiscal Year beginning May 1, 2023 and ending April 30, 2024 is hereby adopted in the aggregate sum of \$109,956,873 after a Public Hearing was held on April 4, 2023, pursuant to a notice published in the Daily Herald on March 23, 2023.

SECTION TWO: That this Resolution shall take effect and full force immediately upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 18, 2023

APPROVED: April 18, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023- -R enacted on April 18, 2023, and approved on April 18, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name Reservation of 2023 IRB Volume Cap Committee or Board Board

BUDGET IMPACT			
Amount:	N/A	Budgeted	N/A
List what fund	N/A		
EXECUTIVE SUMMARY			
Attached is an ordinance reserving the village's 2023 Industrial Revenue Bond (IRB) volume cap. The village has the ability to pledge its tax exempt authority so a business may issue debt/bonds to finance projects on a tax exempt basis. IRB's are structured so that the village has no liability for re-payment of the bonds. Volume cap must be allocated by April 30 th or it reverts to the state and there is no possibility of the village transferring or for granting its allocation to a local project.			
ATTACHMENTS (PLEASE LIST)			
Memo Ordinance			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Ordinance 2023-_____, an ordinance reserving 2023 Volume Cap for private activity bond issues and related matters.

Staff: Todd Dowden, Finance Director Date: 04/10/23

Village of Bartlett
Finance Department Memo
2023 - 09

DATE: April 10, 2023
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director
SUBJECT: Reservation of 2023 IRB Volume Cap

Attached is an ordinance reserving the village's 2023 Industrial Revenue Bond (IRB) volume cap. The village has the ability to pledge its tax exempt authority so a business may issue debt/bonds to finance projects on a tax exempt basis. IRB's are structured so that the village has no liability for re-payment of the bonds. Volume cap must be allocated by April 30th or it reverts to the state and there is no possibility of the village transferring or for granting its allocation to a local project.

The last time the village used its volume cap was in 2017 when the village transferred all of its volume cap to the Illinois Finance Authority (IFA) in support of Muirfield West LLC (Camcraft, Inc. and Matrix Design, LLC Project) and an Industrial Revenue Bond issuance to finance the construction and equipping of a new manufacturing facility in the Brewster Creek Business Park.

While there is no guarantee that the cap will be used, the attached ordinance will allow us to reserve our allocation for the remainder of the year.

MOTION: I move to approve Ordinance 2023-_____, an ordinance reserving 2023 Volume Cap for private activity bond issues and related matters.

ORDINANCE 2023-

AN ORDINANCE RESERVING 2023 VOLUME CAP FOR PRIVATE ACTIVITY BOND ISSUES AND RELATED MATTERS

WHEREAS, the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "*Municipality*"), is a municipality and a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, according to an official Bureau of the Census population estimate set forth in the State of Illinois Allocation of Bonding Authority in Accordance with the Tax Reform Act of 1986 and the Guidelines and Procedures for the Allocation of Private Activity Bonding Authority in Accordance with the Tax Reform Act of 1986 and 30 ILCS 345 of the Office of the Governor, effective January 1, 2023 (the "*Guidelines and Procedures*"), the most recent census estimate of resident population of the Municipality is 40,539, providing the Municipality with a volume cap of \$4,864,680 for the year 2023; and

WHEREAS, Section 146 of the Internal Revenue Code of 1986, as amended (the "*Code*"), provides that such volume cap may be reserved and allocated to certain tax-exempt private activity bonds; and

WHEREAS, the Illinois Private Activity Bond Allocation Act, 30 *Illinois Compiled Statutes 2004, 345/1 et seq.*, (the "*Act*"), as supplemented and amended, and the Guidelines and Procedures, provide that a home rule unit of government may reserve its allocation of volume cap or may transfer its allocation of volume cap to any other home rule unit of government, the State of Illinois or any agency thereof or any non-home rule unit of government; and

WHEREAS, it is now deemed necessary and desirable by the Municipality to reserve its entire volume cap allocation for calendar year 2023 to be applied toward the issuance of private activity bonds, or to transfer such volume cap allocation, as permitted by this Ordinance;

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED, the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, in the exercise of its home rule powers, as follows:

SECTION ONE: That, pursuant to the power and authority granted by and under Section 6 of Article VII of the 1970 Constitution of the State of Illinois, Section 146 of the Code, the Act and the Guidelines and Procedures, the Municipality hereby reserves volume cap in the principal amount of \$4,864,680, which is all of the volume cap of the Municipality for the year 2023. Such volume cap shall be applied toward the issuance of private activity bonds or shall be transferred as directed by the President or any other proper officer or employee of the Municipality without any further action required on the part of the Municipality, and the adoption of this Ordinance shall be deemed to be an allocation of such volume cap to the issuance of such bonds; provided, that any transfer

of volume cap shall be evidenced by a written instrument executed by the President or any other proper officer or employee of the Municipality.

SECTION 2. That the President, the Village Clerk and all other proper officers, officials, agents and employees of the Municipality are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to further the purposes and intent of this Ordinance.

SECTION 3. That the provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision of this Ordinance shall for any reason be declared to be invalid, such declaration shall not affect the remainder of the sections, phrases and provisions of this Ordinance.

SECTION 4. That all ordinances, resolutions or orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded; and that this Ordinance shall be in full force and effect upon its adoption and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 18, 2023

APPROVED: April 18, 2023

Kevin Wallace, Village President
Village of Bartlett, Cook, DuPage and Kane
Counties, Illinois

Recorded in the Municipality Records on April 18, 2023
Published in pamphlet form on April 18, 2023

Lorna Gilles, Village Clerk
Village of Bartlett, Cook, DuPage and Kane Counties, Illinois

CERTIFICATION

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2023- , enacted on April 18, 2023 and approved on April 18, 2023 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

April 18, 2023

Governor's Office of Management and Budget
Capital Markets Unit – Volume Cap Submission
Attn: Sophia Ronis
555 W Monroe St – Suite 1500-S-GOMB
Chicago, IL 60661

Attention: Debt Management Unit

Re: Issuer: Village of Bartlett, Cook DuPage and Kane
Counties, Illinois

Total 2023 Volume Cap Allocation: \$4,864,680

Volume Cap allocations granted, transferred, or reserved by Issuer
ordinance prior to May 1, 2023:

RESERVED: \$4,864,680

A copy of the reservation Ordinance 2023- is attached.

Sincerely,

Kevin Wallace, Village President
Village of Bartlett, Cook, DuPage
and Kane Counties, Illinois
(630) 837-0800

KW/lg
Attachment



Agenda Item Executive Summary

Item Name Cleaning Contract Committee or Board Board

BUDGET IMPACT			
Amount:	\$62,772	Budgeted	Yes
List what fund	N/A		
EXECUTIVE SUMMARY			
<p>The Village entered into an agreement with Multisystem Management (Multisystem) on May 1, 2018. The contract was for a two-year term and then was renewed 3 subsequent years afterwards.</p> <p>The current agreement will end on April 30th 2023, and staff underwent the RFP process which requires many companies walking through our buildings to go over cleaning requirements.</p> <p>After reviewing the proposals and calling several references, staff is recommending Alpha Building Maintenance Service, as they came in under budget (\$65,000) and had strong recommendations from references.</p>			
ATTACHMENTS (PLEASE LIST)			
Staff Memo Resolution Cleaning Services Agreement			
ACTION REQUESTED			

For Discussion Only: _____

Resolution:

Ordinance: _____

Motion:

MOTION:

I Move to Approve Resolution 2023-_____ A Resolution Approving of The Janitorial Services Agreement Between The Village of Bartlett and Alpha Building Maintenance Services.

Staff: Joseph Dienberg Management Analyst Date: March 20, 2023

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Joey Dienberg, Management Analyst
Date: March 20, 2023
Re: Cleaning Contract

The Village entered into an agreement with Multisystem Management (Multisystem) on May 1, 2018. The contract was for a two-year term and then was renewed 3 subsequent years afterwards. The original 2018 contract cost was \$41,100 with it rising to \$60,042 by 2022. The current agreement will end on April 30th 2023, and staff underwent the RFP process which requires many companies walking through our buildings to go over cleaning requirements. The new cleaning crew will clean Village Hall, the Police Building, Public Works, Train Station and Golf Course. Janitorial services take place at Village Hall, Public Works, and Metra Station five days per week and seven days per week for the Police Department. Bartlett Hills Golf Course receives service seven days per week during the golf season and three days per week during the off-season. The chart below shows the different bids that came in.

2023 RFP Pricing Results	
Company	May 1, 2023 - April 30, 2024
Alpha Building Maintenance Serv. (<i>Recommended</i>)	\$ 62,772
Multisystem Management Comp.	\$ 84,228
Bravo Services	\$ 90,780
Eco Clean Maintenance Inc.	\$ 92,520
Chi-Town Cleaning Services	\$ 99,120
Vega Building Maintenance	\$133,336
Total Facilities Maintenance Inc.	\$151,804
Executive Building Maintenance	\$ 364,163.95

After reviewing the proposals and calling several references, staff is recommending Alpha Building Maintenance Service, as they came in under budget (\$65,000) and had strong recommendations from references.

Motion

I Move to Approve Resolution 2023-_____ A Resolution Approving of The Janitorial Services Agreement Between The Village of Bartlett and Alpha Building Maintenance Services.

RESOLUTION 2023 - _____

**A RESOLUTION APPROVING OF THE JANITORIAL SERVICES
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT
AND ALPHA BUILDING MAINTENANCE SERVICES**

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

SECTION ONE: The Janitorial Services Agreement dated as if May 1, 2023, between the Village of Bartlett and Alpha Building Maintenance Services, Inc. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

ATTEST:

Kevin Wallace, Village President

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on April 16, 2023, and approved on April 16, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

JANITORIAL SERVICES AGREEMENT

This Janitorial Services Agreement (the "Agreement") is entered as of the 1st day of May, 2023, between the Village of Bartlett, an Illinois home rule municipality (the "Village") and Alpha Building Maintenance Services, Inc. (the "Contractor") (collectively, the "Parties").

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

1. Cleaning Services. Contractor shall perform janitorial services and provide all cleaning supplies, equipment and materials required therefore (collectively, "Cleaning Supplies") at the Village Hall and Police Department located at 228 S. Main Street, Bartlett, Illinois, 60103, the Public Works Administration Building located at 1150 Bittersweet Dr., Bartlett, Illinois 60103, the Bartlett Hills Golf Course Clubhouse and Midway located at 800 W. Oneida, Bartlett, Illinois, 60103, and the Bartlett Train Station located at 120 E. Railroad Avenue, Bartlett, Illinois, 60103 (collectively, the "Property Sites"), in strict compliance with the Village of Bartlett-Janitorial Services Request for Proposal dated February 8, 2023, including Proposal Exhibits A, B, C, D, E, F and G attached thereto (the "RFP"), and are attached hereto together with the Contractor's Proposal, each of which are expressly incorporated herein (the "Contract Documents"), which the Contractor shall perform in strict compliance with the terms and conditions herein (the "Cleaning Services"). Cleaning Services shall be performed on the days and at the times specified in the RFP in strict compliance with the Schedule of Cleaning set forth in the RFP.

2. Terms. The Term of this Agreement shall commence on May 1, 2023 and expire on April 30, 2025 (the "Contract Term"), unless sooner terminated as provided herein. Upon mutual agreement between the Village and the Contractor, the Contract Term of this Agreement can be extended one (1) additional year.

3. Contract Sum. The Contract Sum for the Cleaning Services for each year of the Contract Term is \$62,772.00, payable monthly in the amount of \$5,231.00 (the "Monthly Contract Sum"), which may be discounted for incomplete and/or deficient/unsatisfactory work as provided in paragraph 4, and includes all costs of Contractor performing the Cleaning Services in strict compliance with the terms and conditions herein, including but not limited to providing all Cleaning Supplies. Payments shall be made in accordance with paragraph 4 and 20B below.

4. Payment Procedures. The Village shall pay Contractor the Monthly Contract Sum following the Village's determination that all Cleaning Services have been performed in strict compliance with the requirements herein, by the third Tuesday following the month in which the Cleaning Services have been completed. The Village reserves the right to discount/deduct from the Monthly Contract Sum for work not performed or performed in a deficient or unsatisfactory manner. The discount/deduction

is not to be considered a penalty, but rather will be in direct proportion of the time and materials necessary for the Village staff to perform those services as described in the Contract Documents at a satisfactory level. A discount/deduction will be demanded after written notice is given to the Contractor using electronic mail (email) outlining a specific complaint(s) of incomplete and/or deficient or unsatisfactory work and/or how the terms of the Agreement are not being fulfilled. On the first occurrence of a specific complaint or default, the Contractor will have five (5) working days to evaluate the performance or source of the complaint and implement corrective measures and cure the default. If, after the five-day period, an improvement to the service or contract default is not evident by the Village, then the discount/deduction will be levied against the monthly invoice, and the Monthly Contract Sum will be reduced accordingly. On the second occurrence of the same or similar incident, complaint or default, only three (3) days will be given to the Contractor to implement corrective measures and to cure the default before the discount/deduction is applied. The third and subsequent occurrence(s) of the same or similar complaint or default will result in an automatic discount/deduction against the monthly invoice, the Monthly Contract Sum will be reduced accordingly, and such default whether subsequently cured or not will be considered a breach of contract. The Village may also deduct from any payment of the Monthly Contract Sum the cost of any Repair Work not completed in a timely manner by Contractor, in accordance with paragraph 14 herein. In the event Cleaning Services are performed for a portion of a month, the Cleaning Services Fees shall be prorated based on the number of days said Cleaning Services were performed and based on the itemized billing schedule set forth on Exhibit B, subject to any deductions set forth in this paragraph 4.

5. Non-Discrimination.

A. Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, color, national origin, marital status, ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by the Contractor in all contracts entered into with suppliers of materials or services, and all labor organizations and/or subcontractors furnishing skilled, unskilled and/or craft skilled labor and/or who may otherwise perform any such labor or services in connection with this Contract.

B. The Contractor shall comply with all applicable federal, state and local sexual harassment laws.

6. Compliance with Law. All goods and equipment, and all labor furnished by Contractor and subcontractors shall comply with all applicable federal, state, county, municipal, or other governmental unit or regulatory body laws now in effect or which may be in effect during the term of this Agreement and any extension thereof, including, but not limited to, laws, regulations, rules and ordinances promulgated by any safety related regulations as required by the Federal Occupational Safety and Health Act

(OSHA), workers compensation laws, the Social Security Act, the Illinois Department of Human Rights, the Human Rights Commission, and the EEOC statutory provisions, rules and regulations (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village, its officials, officers, employees, and agents from loss or damage, including, but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any Laws. This obligation shall survive the expiration and/or termination of this Agreement.

7. Indemnity. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village, and its officials, officers, employees, and agents, against all injuries, deaths, damage to property, loss, damages, claims, patent claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, which may in any way arise directly or indirectly from (i) the Cleaning Services and/or any Repair Work provided hereunder; (ii) any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, sub-contractors of any tier, suppliers, and/or agents; and/or (iii) any breach or default under this Agreement by Contractor; except to the extent caused by the negligence of a party indemnified hereunder; in which case Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Village in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village as herein provided. This obligation shall survive the expiration and/or termination of this Agreement.

8. Binding Obligation and Non-Assignability. Contractor shall not assign and/or delegate the whole or any part of this Agreement without the written consent of the Village. The names of any proposed subcontractors must be submitted to the Village for preapproval at least ten (10) days prior to proposed use of any such subcontractor(s) and must be prior approved by the Village to utilize any proposed subcontractor. All subcontractors shall be approved by the Village. Any such unapproved subcontractor assignment and/or delegation shall be null and void.

9. Taxes and Withholding.

A. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes. The cost of any such taxes is included in the Contract Sum set forth in paragraph 3 above.

B. Contractor acknowledges and agrees that it is solely responsible to pay all applicable federal, state, and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance, and worker's compensation insurance on behalf of Contractor.

10. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Cleaning Services required hereunder, including, but not limited to, Project Sites inspection, and represents and warrants that Contractor can perform the Cleaning Services in strict compliance with the terms and conditions herein. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Cleaning Services under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

11. Insurance Requirements. Contractor shall procure and maintain for the duration of the Agreement, and any extensions or renewals thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Cleaning Services and/or the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

- i. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- iii. **Workers' Compensation:** as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease.

B. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Village requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Village.

C. **Other Insurance Provisions:** The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. **Additional Insured Status.** The Village, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).
- ii. **Primary Coverage.** For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- iii. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the Village.
- iv. **Waiver of Subrogation.** Contractor hereby grants to Village a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Village by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Village has received a waiver of subrogation endorsement from the insurer.
- v. **Self-Insured Retentions.** Self-Insured retentions must be declared to and approved by the Village. The Village may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Village.
- vi. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Village.
- vii. **Claims Made Policies.** All insurance shall be on an occurrence basis unless pre-approved in writing by the Village Administrator, and such claims-made policy or policies meet the following minimum additional coverage requirements:
 - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- b. Insurance must be maintained and evidence of insurance must be provided **for at least three (3) years after completion of the contract work.**
- c. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **three (3) years** after completion of work.

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

F. **Subcontractors.** Provided the Village pre-approves a proposed subcontractor submitted by the Contractor, no subcontractor shall perform any Cleaning Services unless and until each subcontractor employed by Contractor has procured and shall maintain insurance of the type specified above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidence coverages for each subcontractor. Failure of any such subcontractor to maintain such insurance shall be considered a material breach of this Agreement by Contractor.

12. **Default.** In the event of default hereunder by Contractor, the Village shall be entitled to all remedies available at law and/or equity, including recovery of damages for any additional cost to hire a replacement cleaning contractor to perform the Cleaning Services and recovery of the Village's reasonable attorney's fees.

13. **Notice.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; or (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid. Notice shall be given to the following:

If to the Contractor:
Alpha Building Maintenance Services, Inc
7549 West 99th Place
Bridgeview, IL 60455

If to the Village:
Village of Bartlett
228 South Main Street
Bartlett, Illinois, 60103
Attention: Paula Schumacher, Village Administrator

With a copy to:
Bryan E. Mraz
Bryan E. Mraz & Associates, P.C.
111 East Irving Park Road
Roselle, Illinois, 60172

Either party hereto may change the place of notice to it by sending written notice to the other party.

14. Repair Work. Contractor shall repair any damage to the Project Site(s) and/or any other Village real and/or personal property attributable to acts and/or omissions of Contractor, its employees, subcontractors of any tier, agents, and/or anyone acting on behalf of any of them, or otherwise attributable to the Cleaning Services, except to the extent such damage is caused by the negligence of the Village or its employees (the "Repair Work"). The Repair Work shall be completed within ten (10) days of the date of said damage (the "Repair Completion Date"). The Village will hold back funds for the Repair Work and/or any costs of replacing any damaged property in accordance with Section 4 herein. However, such holdbacks shall not relieve Contractor of its obligation to complete the Repair Work required hereunder; nor shall such holdbacks be considered a limit on Contractor's liability hereunder.

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

16. Incorporation of Documents. The (a) Contractor's Proposal Form, (b) the RFP, and (c) all Exhibits referred to therein and/or herein are hereby expressly incorporated herein and made a part hereof.

17. Conflicting Terms. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Proposal, RFP and/or other exhibits hereto, the terms and conditions of this Agreement shall control to the extent of such conflict or inconsistency.

18. Hazardous Substances. Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Sites and/or any other Village property (collectively, the "Village Property") by

Contractor, its employees, contractors, subcontractors, agents, suppliers and anyone for whose acts and/or omissions for whom Contractor may be liable (collectively "Contractor's Agents"). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any Village Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of said Village Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and at the Village's option, defend the Village, and its employees, affiliates, agents, volunteers, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about the Village Property.

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

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

19. Criminal Background Checks. Contractor shall be responsible for causing each employee, contractor, sub-contractor and/or other person that will be performing Cleaning Services hereunder to sign an Investigation Authorization and Release form, attached hereto as Exhibit C, and incorporated herein and shall furnish said Authorization and Release forms to the Village Police Department at least ten (10) days prior to that individual performing any Cleaning Services in or on any of the Project Sites.

The Parties agree that in the event any criminal background check discloses a conviction or adjudication as a delinquent minor for committing any felony and/or a misdemeanor involving mortal turpitude, including, but not limited to, a conviction or adjudication as a delinquent minor for any of the Disqualifying Criminal Offenses listed on Exhibit D which is incorporated herein, then such employee, contractor, sub-

contractor and/or other person shall be prohibited from performing any Cleaning Services and/or other work hereunder.

20. Termination of Agreement.

- A. Notwithstanding any provision herein to the contrary, the Village may terminate this Agreement with or without cause by providing, not less than five (5) days prior written notice of termination to Contractor.
- B. The Village may amend the Agreement at any time to remove [and/or add on to] one or more of the Project Sites from the Cleaning Services provided hereunder, by providing not less than 48 hours written notice thereof to Contract, in which case the Contract Sum shall be reduced (or increased) accordingly based on the Cleaning Services Fees allocated for the Project Site or Sites, and shall be pro-rated based on the effective date of said notice.

21. Permits and Licenses. Contractor shall obtain, at its own expense, a Village of Bartlett Contractor's License. In addition, Contractor is specifically denied the right of using, in any form or medium, the name of the Village of Bartlett for public advertising unless express permission is granted by the Village.

22. Relationship of the Parties. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee, subcontractor or agent of Contractor, is an employee or agent of the Village, and therefore is not entitled to any benefits provided to employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Village. Contractor acknowledges and agrees that it and its employees and subcontractors, if any, are not entitled to any benefits or protections afforded employees of the Village or bound by any obligations of employees of the Village. Contractor understands and fully agrees that its employees and subcontractors, if any, are not covered under the provisions of the unemployment compensation insurance of the Village or the workers' compensation insurance of the Village, and that any injury or property damage on the Village premises or in performing the Cleaning Services will be the sole responsibility of the Contractor and not the responsibility of the Village. Also, it is understood that Contractor and its employees and subcontractors, if any, are not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance, or other insurance of the Village, and therefore, Contractor will be solely responsible for its employees and its subcontractors, if any, own acts and omissions. Should any person indicate to the Contractor or any employee, subcontractor or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief. In

ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

23. No Third Parties and/or Waiver of Statutory Immunities. 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/or Village who is not a part 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 Village, and/or its respective officials, officers, employees, volunteers and/or agents.

24. Miscellaneous.

a. This Agreement supercedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both parties, other than as provided in paragraph 20B above.

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

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

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

e. In construing this Agreement, section headings shall be disregarded.

f. Time is of the essence of this Agreement and every provision contained herein.

g. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or

unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

VILLAGE OF BARTLETT

CONTRACTOR:
ALPHA BUILDING MAINTENANCE
SERVICES. INC.

By: _____
Kevin Wallace, Village President

By: _____
Wayne Baxtrom
General Manager

Attest:

Attest:

Lorna Giles, Village Clerk

Name: _____
Title: _____



Agenda Item Executive Summary

Item Name Creation of Class C Liquor License-
Valley Liquor and Wine Committee or Board Board

BUDGET IMPACT			
Amount:	N/A	Budgeted	N/A
List what fund	N/A		
EXECUTIVE SUMMARY			
Attached for your consideration is an Ordinance amending section 3-3-2-4: Class C of the Bartlett Liquor Control Ordinance. A new license in this class must be created before the license can be issued by the liquor commissioner.			
ATTACHMENTS (PLEASE LIST)			
Staff memo dated April 11, 2023 Ordinance			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Ordinance 2023-____ an Ordinance amending Section 3-3-2-4: Class C of the Bartlett Liquor Control Ordinance.

Staff: Samuel Hughes Date: 04/11/2023
Sr. Management Analyst

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Sr. Management Analyst
Date: April 11, 2023
Re: Liquor License Creation Class C-Valley Liquor and Wine

Attached for your consideration is an ordinance amending Section 3-3-2-4: Class C of the Bartlett Liquor Control Ordinance.

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

Motion

I move to approve Ordinance 2023-____ an Ordinance amending Section 3-3-2-4: Class C of the Bartlett Liquor Control Ordinance.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 18, 2023

APPROVED: April 18, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2023-_____ enacted on April 18, 2023 and approved on April 18, 2023 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

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

Item Name

Committee or Board

Board

BUDGET IMPACT

Amount: N/A

Budgeted

N/A

List what fund

N/A

EXECUTIVE SUMMARY

A resolution approving of the first amendment to the agreement between the Village of Bartlett and School District U-46 providing for a school resource officer. The Amendment changes the expiration date from June 7, 2023, to July 7, 2023.

ATTACHMENTS (PLEASE LIST)

Police Department Memo

Resolution

First Amendment Agreement to School Resource Officer Agreement

ACTION REQUESTED

For Discussion Only

Resolution

Ordinance

X MOTION: I move to approve Ordinance 2023 - _____, A RESOLUTION APPROVING OF THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SCHOOL DISTRICT U-46 PROVIDING FOR A SCHOOL RESOURCE OFFICER.

Staff: Geoffrey Pretkelis, Deputy Chief of Police

Date: April 18, 2023

Greg Milos, Support Services Sergeant

**POLICE DEPARTMENT MEMORANDUM
23-14**

DATE: April 18, 2023

TO: Paula Schumacher, Village Administrator

FROM: Greg Milos, Sergeant

RE: A RESOLUTION APPROVING OF THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SCHOOL DISTRICT U-46 PROVIDING FOR A SCHOOL RESOURCE OFFICER. THE AMENDMENT CHANGES THE EXPIRATION DATE FROM JUNE 7, 2023, to JULY 7, 2023

School District U-46 requests the Village of Bartlett to approve the proposed amendment to the agreement between the Village of Bartlett and School District U-46. The amendment would extend the expiration date from June 7 to July 7.

Village Attorney Bryan Mraz reviewed the amendment and did not have any concerns about the amendment. If approved, the services under this agreement would be extended from June 7, 2023 to July 7, 2023.

MOTION: I move to approve Resolution 2023-____, A RESOLUTION APPROVING OF THE FIRST AMENDMENT AGREEMENT TO SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SCHOOL DISTRICT U-46

RESOLUTION 2023 - _____

**A RESOLUTION APPROVING OF THE FIRST AMENDMENT 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, as follows:

SECTION ONE: The First Amendment Agreement Between the Village of Bartlett and School District U-46 Providing for a School Resource Officer dated as of April 18, 2023 (the "First Amendment 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 First Amendment Agreement on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on April 18, 2023, and approved on April 18, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

FIRST AMENDMENT AGREEMENT TO
SCHOOL RESOURCE OFFICER AGREEMENT

THIS FIRST AMENDMENT AGREEMENT is made and entered into as of the ____ day of _____, 2023, by and between the VILLAGE OF BARTLETT, Illinois, a municipal corporation (hereinafter referred to as the "Village") and the BOARD OF EDUCATION OF SCHOOL DISTRICT U-46 (hereinafter referred to as the "District").

WHEREAS, the Village and the District entered into an Agreement ("Original Agreement") dated July 5, 2022 (attached hereto and made a part hereof as Attachment A), providing for School Resource Officers on a contract basis; and

WHEREAS, the Original Agreement will expire on June 7, 2023; and

WHEREAS, the parties hereto have each determined to be in their best interests to extend the term of the Original Agreement and to provide for a single SRO to provide services to District's Bartlett High School;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

1. The above recitals are incorporated into and made a part of this First Amendment Agreement as if fully recited herein.
2. Section 2 of the Original Agreement is hereby amended to provide that the term of the Original Agreement shall be extended from June 7, 2023 to July 7, 2023 (the "Extended Term").
3. Section 7 of the Original Agreement is hereby amended to provide that staffing coverage will be between 7:00AM CST through 1:00PM CST during designated school days.
4. Section 5, Paragraph 5.1 of the Original Agreement is hereby amended to provide that the District shall pay to the Village the sum of \$34.54 per hour plus an overtime hourly rate of \$73.39 per hour for services during the Extended Term. Such sum shall be provided to the Village on or before September 1, 2023.
5. The remainder of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have entered into and executed this First Amendment Agreement as of the date and year first written above.

VILLAGE OF BARTLETT

SCHOOL DISTRICT U-46

By: _____
Municipality President

By: _____
Deputy Superintendent of Operations

Attest:

Municipality Clerk

Attest:

Secretary



Agenda Item Executive Summary

Item Name Sale of Surplus Property Committee or Board Board

BUDGET IMPACT			
Amount:	N/A	Budgeted	N/A
List what fund	N/A		
EXECUTIVE SUMMARY			
<p>The PW and PDS Departments wish to dispose of surplus items and personal property of the Village through internet auction.</p> <p>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.</p> <p>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.</p>			
ATTACHMENTS (PLEASE LIST)			
Memo Ordinance Surplus Property List			

ACTION REQUESTED

For Discussion Only

Resolution

✓ Ordinance

✓ Motion: **MOVE TO APPROVE ORDINANCE # 2023-____, 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: 4/10/2023

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: **Sale of Village Owned Surplus Property**
Date: April 10, 2023

The PW and PDS Departments wish 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 # 2023-____, AN ORDINANCE
AUTHORIZING THE SALE BY INTERNET AUCTION OF SURPLUS PROPERTY OWNED
BY THE VILLAGE OF BARTLETT**

ORDINANCE 2023-_____

**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 SEVEN: 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: **April 18, 2023**

APPROVED: **April 18, 2023**

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2023- _____ enacted on April 18, 2023, and approved on April 18, 2023, 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
T1120ps		HP	DesignJet Plotter	
2G1WB55KX69122898	2006	Chevy	Impala	772
3FADP0L39AR183960	2010	Ford	Fusion	1029



Agenda Item Executive Summary

Item Name Class C Liquor License Request- Valley Liquor and Wine Committee or Board Board

BUDGET IMPACT			
<i>Amount:</i>	N/A	<i>Budgeted</i>	N/A
<i>List what fund</i>	N/A		
EXECUTIVE SUMMARY			
Attached for your consideration is a Liquor License application submitted by Shri Corporation DBA Valley Liquor and Wine.			
Valley Liquor and Wine is applying for a Class C Liquor License which allows for the retail sale of alcoholic liquor from 8:00 a.m. to 10:00 p.m. Sunday through Thursday and 8:00 a.m. to 12:00 a.m. (midnight) Friday and Saturday.			
ATTACHMENTS (PLEASE LIST)			
Staff Memo Dated 04/11/2023 Class C Liquor License Application Business Documentation Copy of Lease Agreement Proof of Insurance Surety Bond Basset Training Certificate Letter from Police Department Liquor Manager Application			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the Class C Liquor License application submitted by Shri Corporation DBA Valley Liquor and Wine.

Staff: Samuel Hughes Date: 04/11/2023
Sr. Management Analyst

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Sr. Management Analyst
Date: 4/11/2023
Re: Class C Liquor License Application

Attached for your consideration is the liquor license application submitted by Shri Corporation DBA Valley Liquor and Wine at 955 IL Rt. 59.

Valley Liquor and Wine is requesting a Class C License. The Class C allows for the retail sale of alcoholic liquor for purchase from 8:00 a.m. to 10:00 p.m. Sunday through Thursday and from 8:00 a.m. to 12:00 a.m. (midnight) Friday and Saturday.

As the attached memo from the police department indicated, the applicant satisfies the requirements for the license issuance.

The appropriate Surety Bond and Certificate of Insurance have been submitted by the applicant. They have been reviewed and approved by the Village Attorney.

Motion

I move to approve the Class C Liquor License application submitted by Shri Corporation DBA Valley Liquor and Wine.



LQ-22-56

Liquor License

Status: Active

Date Created: Jul 22, 2022

Applicant

Dharmendra Vadnerkar
dharam682001@yahoo.com

[REDACTED]
Franklin Park, IL 60131

Business Information

Do you have or have you already submitted a general business license application?

No

Is this a renewal or new liquor license application?

New application

Name of Business (DBA)

Valley Liquor & Wine

Entity Type

Corporation

Corporation or LLC Name

Shri Corporation

Corporation Registered Agent

Geeta D Vadnerkar [REDACTED]

Date Corporate Charter was issued

06/01/2021

List the total number of issued shares of common stock of the corporation

0

Business Phone Number

Primary Business Email Address

[REDACTED]
dharam682001@yahoo.com

Federal Employer Identification Number

[REDACTED]

Nature of Business

Packaged Liquor Sale

Floor Plan

Uploaded by ... on

Retailer Occupational/Sales Tax Number

[REDACTED]

Number of Employees

2

Certificate of Good Standing

PDF

Good Standing.PDF

Uploaded by Dharmendra Vadnerkar on Jul 22, 2022 at 6:46 pm

Articles of Incorporation

PDF

Artical of Incorporation.PDF

Uploaded by Dharmendra Vadnerkar on Jul 22, 2022 at 6:49 pm

Provide proof of filing a certificate to transact business under an assumed name for the Partnership with the County Clerk of the country in which the business is or will be located and in which the partnership conducts or intends to conduct business as required under the Assumed Business Name Ace (805 ILCS 405/0.01).

Have you or will you be applying for a video gaming license?

No

A separate video gaming license application must be submitted.

Corporate Officers

Name

Geeta D Vadnerkar

Residential Address

[REDACTED] Franklin Park IL 60131

Corporate Role

Director

Birth date

[REDACTED]

Percentage of total stock held

100

Additional Business Information

Copy of Deed or Lease

PDF

Certificate of Registration

Uploaded by ... on

Lease.PDF

Uploaded by Dharmendra Vadnerkar on Jul 22, 2022
at 6:55 pm

Copy of County Health Permit



Lease.PDF

Uploaded by Dharmendra Vadnerkar on Jul 22, 2022
at 6:59 pm

Other Locations

none

Previous Addresses

none

Has your business license ever been revoked?

No

Criminal History

none

Municipal Violation History

none

Consumer Fraud Complaint

none

Specify the dollar value of goods, wares, and merchandise now on hand

0

Liquor License Application

Type of Liquor License Requested

Class C

Descriptions of the various liquor license types can be found at Bartlett Municipal Code - Chapter 3

(https://codelibrary.amlegal.com/codes/bartlett/il/latest/bartlett_il/0-0-0-1583). If you have additional questions, call 630-837-0800.

Does applicant seek a liquor license on the premises as a restaurant?

No

If you will be operating as a restaurant, are the premises:

Has any manufacturer, distributor or importing distributor directly or indirectly paid or agreed to pay for this license, advanced money or anything else of value, or any credit (other than merchandising credit in the ordinary course of business for a period not to exceed 30 days) or is such person directly or indirectly interested in the ownership, conduct or operation of the place of business?

No

Is the applicant engaged in the manufacture of alcoholic liquors?

No

Is the applicant conducting the business of an importing distributor or distributor of alcoholic liquors?

No

Has any Officer, Director, or Manager of said Corporation or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of any felony under any Federal or State law?

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of a violation of any Federal, State or Local law within the last 10 years?

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders, owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of being the keeper of a house of ill fame, or of pandering or other crime or misdemeanor opposed to decency and morality?

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders, owning in the aggregate more than five (5%) percent of the stock of such corporation, ever permitted an appearance bond forfeiture of any of the violations mentioned above?

No

Has the Corporation (Applicant) or any Officer, Director or Manager of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, made application for a similar license for this period for any premises other than those described above?

No

Is any law enforcing Official, Mayor, Alderman, Member of the City Council or Commission, Member of the Village Board of Trustees, or member of a County Board, directly or indirectly interested in the business for which license is sought?

No

Each applicant must designate at least one individual who shall serve as Liquor Manager for the applicant. Please supply the following information:

Name of Liquor Manager

Dipenkumar P Vora

Home address:

[REDACTED]

Hanover Park IL 60133

Position held by the Liquor Manager in the business

Manager

Has the Liquor Manager been finger printed for the purpose of this application?

No

Has the Liquor Manager been fingerprinted by the Bartlett Police Department?

No

All Liquor Managers must be fingerprinted by the Bartlett Police Department before a license can be approved. Please have them complete the Liquor License Manager application and call 630-837-0800 to schedule their fingerprinting.

Emergency Contacts

Please provide contact information of personnel that have keys to the business in case first responders need access to the building during non-business hours.

Secondary contact

Dharmendra B Vadnerkar

Primary contact

Dipen P Vora

Primary contact phone number

[REDACTED]

Secondary contact phone number

[REDACTED]

AFFIDAVIT

Applicant does hereby agree to operate the aforesaid place of business in accordance with the policies, regulations, and ordinances of the Village of Bartlett now in force and any others that may be enacted during the duration of this license, and does hereby authorize inspections of the premises by the appropriate Village Departments and officials as may be required, and the Bartlett Fire Protection District, in accordance with Title 3, Chapter 1, Sections 3-1-1 through 3-1-17 of the Bartlett Municipal Code. I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge.

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

Geeta D Vadnerkar
07/22/2022

The business applying for this license has a Certificate of Occupancy issued by the Village of Bartlett Planning & Development Services Department.



I hereby certify that as the applicant, I
am the owner of the business.

Staff Use Only

Text for License - Name long

--

Type of Liquor License Issued

--

Business Center

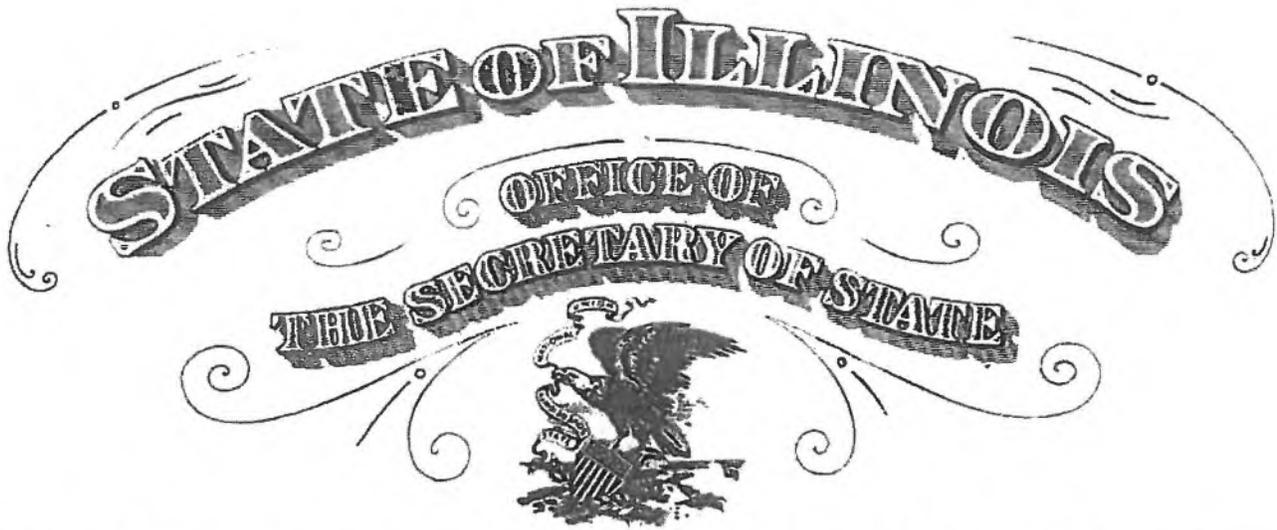
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Text for License - Restrictions

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File Number

7330-457-1



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

SHRI CORPORATION, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JUNE 01, 2021, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 18TH
day of JULY A.D. 2022 .

Jesse White

SECRETARY OF STATE

Authentication #: 2219903850 verifiable until 07/18/2023

Authenticate at: <http://www.ilsos.gov>

FORM **BCA 2.10**
ARTICLES OF INCORPORATION
Business Corporation Act

Filing Fee: \$150

File #: 73304571

Approved By: MAP

FILED
JUN 01 2021
Jesse White
Secretary of State

1. Corporate Name: SHRI CORPORATION

2. Initial Registered Agent: GEETA D. VADNERKAR
First Name Middle Initial Last Name
Initial Registered Office [REDACTED]
Number Street Suite No.
FRANKLIN PARK IL 60131-1813 COOK
City ZIP Code County

3. Purposes for which the Corporation is Organized:
The transaction of any or all lawful businesses for which corporations may be incorporated under the Illinois Business Corporation Act.

4. Authorized Shares, Issued Shares and Consideration Received:

Class	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	1000	1000	\$ 1000

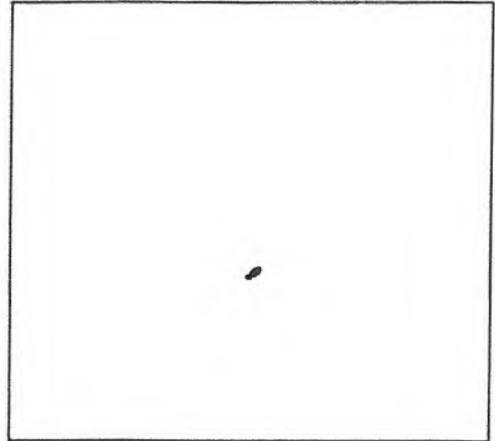
NAME & ADDRESS OF INCORPORATOR

5. The undersigned incorporator hereby declares, under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated JUNE 01 2021 [REDACTED]
Month & Day Year Street
GEETA D. VADNERKAR FRANKLIN PARK IL 60131
Name City/Town State ZIP Code

LEASE SYNOPSIS

**LEASE AGREEMENT BETWEEN
APPLE VALLEY PARTNERS, LLC,
an Illinois Limited Liability Company ("LANDLORD")
and SHRI CORPORATION, an Illinois Corporation
d/b/a TBD ("TENANT")
955 IL. STATE ROUTE 59
BARTLETT, ILLINOIS
(See Exhibit A for Site Plan)**



DATE: June 14, 2021

LANDLORD: Apple Valley Partners, LLC, an Illinois Limited Liability company

ADDRESS OF LANDLORD: P.O. Box 460
1400 N. Seminary Avenue, Unit N
Woodstock, IL 60098

TENANT: Shri Corporation, an Illinois Corporation

TENANT'S MAILING ADDRESS: [REDACTED]
Franklin Park, IL 60131

TENANT'S TRADE NAME: TBD

FLOOR AREA: 1,400 square feet of building area.

DEMISED PREMISES: Store No. 955, as shown on Exhibit B.
(Section 1.01)

INITIAL LEASE TERM: Five (5) years
(Section 1.02)

EXTENSION OPTIONS: One (1) - Five (5) year option
(Section 3.01)

FIXTURING PERIOD: N/A - Tenant Taking Space in "As-Is" Condition

LANDLORD BUILD-OUT: N/A - Tenant Taking Space in "As-Is" Condition
(Section 4.02, Exhibit "D")

STATE OF ILLINOIS)
)SS
COUNTY OF)

I, JONATHAN DICKSON, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert N. Wallen, personally known to me to be the same person whose name is subscribed to the foregoing Lease Agreement, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Lease Agreement as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 16th day of August, 2021

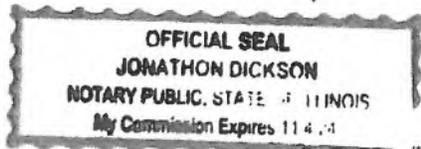


[Signature]
Notary Public
My Commission Expires: 11/4/24

STATE OF ILLINOIS)
)SS
COUNTY OF)

I, JONATHON DICKSON, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Geeta D Vadnerkar, personally known to me to be the same person(s) whose name ___ subscribed to the foregoing Lease Agreement, appeared before me this day in person and acknowledged that ___ signed, sealed and delivered the said Lease Agreement as ___ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 6th day of August, 2021.



[Signature]
Notary Public
My Commission Expires: 11/4/24

STATE OF ILLINOIS)
)SS
COUNTY OF)

I, JONATHAN DICKSON, a notary public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY that Dharmendra Vadnerkar, personally known to me
to be the same person(s) whose name ___ subscribed to the foregoing Lease Agreement, appeared
before me this day in person and acknowledged that ___ signed, sealed and delivered the said Lease
Agreement as ___ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 6th day of August, 2021.

[Signature]
Notary Public
My Commission Expires: 11/4/24



MERCHANTS
BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

LICENSE AND PERMIT BOND

Bond No. [REDACTED]

KNOW ALL PERSONS BY THESE PRESENTS:

That we, SHRI CORPORATION dba VALLEY LIQUOR
of BARTLETT, State of Illinois, as Principal,
and Merchants Bonding Company (Mutual), a corporation duly licensed to do business in the State of
Illinois, as Surety, are held and firmly bound unto
Village of Bartlett, Obligee, in the penal
sum of Two Thousand Dollars (\$2,000.00) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal has been licensed
Liquor Retailer

by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws
and ordinances, including all Amendments, appertaining to the license or permit applied for, then this obligation
to be void, otherwise to remain in full force and effect for a period commencing on the 18th day of
July, 2022, and ending on the 18th day of July,
2024, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing to the Obligee and to the
Principal, in care of the Obligee or at such other address as the Surety deems reasonable, and at the expiration of
thirty-five (35) days from the mailing of notice or as soon thereafter as permitted by applicable law, whichever is later,
this bond shall ipso facto terminate and the surety shall thereupon be relieved from any liability for any subsequent
acts or omissions of the Principal.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Obligee
named herein.

Dated this 18th day of July, 2022

SHRI CORPORATION dba VALLEY LIQUOR

Principal

Countersigned (if required):

[Signature]

Principal

By:

Geeta Vadnerkar

Merchants Bonding Company (Mutual)

[Signature]

MERCHANTS BONDING COMPANY, POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Danielle Duerr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 18th day of July, 2022.

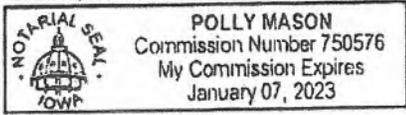


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 18th day of July, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of July, 2022.



William Warner Jr.
Secretary

Certificate of Completion

**American
Safety Council**

DHARMENDRA VADNERKAR

Has diligently and with merit completed the
Off-Premise BASSET Alcohol Certification on 7/20/2022
from the American Safety Council.



Jeff Pairan



Illinois BASSET Training

This card certifies that:

DHARMENDRA VADNERKAR

has completed the
Off-Premise BASSET Alcohol Certification

8/19/2022

E.K.F. Data

Certificate of Completion

**American
Safety Council**

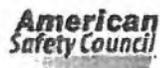
DIPEN VORA

Has diligently and with merit completed the
Off-Premise BASSET Alcohol Certification on 7/22/2022

from the American Safety Council.



Jeff Poiran



Illinois BASSET Training

This card certifies that

DIPEN VORA

has completed the
Off-Premise BASSET Alcohol Certification

A handwritten signature in black ink, appearing to read "Dipen Vora". The signature is written over a horizontal line.

DIPEN VORA

8/21/2022

Exp. Date



Est. 1892

DEPARTMENT OF POLICE

The Village of Bartlett



Police Department, 228 S. Main Street, Bartlett, Illinois 60103-4495
Telephone 630.837.0846 Fax 630.837.0865

POLICE DEPARTMENT MEMORANDUM 22-39

DATE: November 10, 2022
TO: Paula Schumacher, Village Administrator
FROM: Geoffrey Pretkellis, Chief of Police *GP*
RE: Liquor License Applicant

Fingerprint record checks for criminal history records have been completed on the following Liquor License Applicant:

Dharmendra B. Vadnerkar

Business: Valley Liquor & Wine (liquor manager)

The applicant's criminal records were checked through the Bureau of Identification and Federal Bureau of Identification and were returned showing no criminal record.

There is no record that would disqualify him as an applicant under Illinois Law.

GP/kt

cc: Diane Czerwinski
File



450th Nationally



LM-31

Liquor Manager Application

Status: Active

Date Created: Feb 6, 2023

Applicant

Dharmendra Vadnerkar
dharam682001@yahoo.com

[REDACTED]
Franklin Park, IL 60131
[REDACTED]

Statement of Liquor Manager

Name of Business

Valley liquor

Business Address:

955 s rt 59 Bartlett IL 60103

Business Telephone Number

[REDACTED]

Liquor Manager Name

VORA DIPENKUMAR P

Home Address

[REDACTED] ANOVER PARK IL 60133

Home Telephone Number

[REDACTED]

Date of birth

[REDACTED]

Place of birth

INDIA

Social Security Number

[REDACTED]

Drivers License Number

[REDACTED]

State issued by

GA

Have you been fingerprinted by the Bartlett Police Department for the purpose of this application?

Yes

Date fingerprinted?

07/25/2022

If you have not been fingerprinted by the Bartlett PD, then you cannot submit your

application. Please call 630-837-0846 to schedule printing.

Have you ever been convicted of a felony under any Federal or State law in the last 10 years?

No

Have you been convicted of being the keeper of a house of ill fame, or of pandering or other Crimes or misdemeanors opposed to decency and morality?

No

Have you ever been convicted of a violation of any Federal, State or Local Liquor law?

No

Have you ever permitted an Appearance Bond Forfeiture for any of the violations mentioned in the questions above?

No

Has any license previously issued to you by Federal, State or Local authorities been revoked?

No

In what capacity are you employed by the applicant?

2

Give name of person who appointed you in your present capacity

Geeta D Vadnerkar

List employer(s) for past five year, including business name, address, manager's name, and position.

Terrace Food & Liquor 17 W 731 Roosevelt Rd Oakbrook Terrace IL 60181

List all prior experience and education that you have in managing the sale of alcoholic liquor and/or in conducting any business which is similar in nature to the business which you will be engaged in pursuant to the application

Terrace Food & Liquor
R & R liquor

How many hours per week will you be physically present at the premises to be licensed?

40

AFFIDAVIT

Petitioner swears (or affirms) that he/she will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the Laws of the State of Illinois or the Laws of the State of Illinois or the Laws of the United States of America, in the conduct of the place of business

described herein. The undersigned further swears (of affirms) that he/she shall conduct the business in a manner consistent with all representations made on this application and consistent with any representations made before the Local Liquor Commissioner.

By checking this box I agree to the above without reservation.

VORA DIPEN P

02/06/2023

CORPORATION INVESTIGATION AUTHORIZATION/RELEASE

I hereby authorize the Chief of Police of the Village of Bartlett, or his designee, to conduct a background investigation, including the authorization to receive reports from other law enforcement agencies necessary to verify the information included in this application and to verify compliance of applicable Federal, State and Local law. I hereby release the Village of Bartlett, the Bartlett Police Department, and each of their respective Directors, Officers, Elected and appointed Officials, Agents and Employees from any and all liability which may arise as a result of such background investigation.

By checking this box I agree to the above without reservation.

VORA DIPEN P

02/06/2023

Internal Use

Attachments

No attachments

History