

VILLAGE OF BARTLETT
VILLAGE HALL, 228 S. MAIN STREET
BOARD AGENDA
July 16, 2024
7:00 P.M.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. ***CONSENT AGENDA***

All items listed with an asterisk are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the General Order of Business and considered at the appropriate point on the agenda.*

*6 **MINUTES:** Committee – July 2, 2024, Board – July 2, 2024

*7. **BILL LIST:** July 16, 2024

8. **TREASURER'S REPORT:** May, 2024
Sale Tax Report, May, 2024
Motor Fuel Tax Report, May, 2024

9. **PRESIDENT'S REPORT:**
A. NNO Proclamation
B. Susan DuChesne Retirement Proclamation

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

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

12. **STANDING COMMITTEE REPORTS:**

A. BUILDING AND ZONING COMMITTEE, CHAIRMAN GUNSTEEN

1. An Ordinance Granting an Extension for Construction to Commence for the Residences at Bartlett Station PUD
2. A Resolution Approving the Second Amendment to the Amended Development Agreement Between the Village of Bartlett, Manny Rafidia, MMAJ, LLC, and Blink Builders LLC

B. COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

1. None

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

1. None

D. LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

- * 1. Smoke and Irons Class D License
- * 2. Hanover Township Food Truck Festival Class D Liquor License
3. Ordinance Amending the Bartlett Municipal Code Regarding Noise Limitations

E. POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI

- *1. Resolution Approving the Third Extension of the Towing Services Agreement with Bloomingdale Rescue Recovery Inc.

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

- *1. Resolution Approving the Fourth Amendment to the Sewer Service Agreement between the Village of Bartlett and the Metropolitan Water Reclamation
- *2. Ordinance Amending the Bartlett Municipal Code Section 6-11-1204.3: Schedule III, Yield Right of Way Intersections

13. **NEW BUSINESS**

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

15. **ADJOURNMENT**



VILLAGE OF BARTLETT COMMITTEE MINUTES July 2, 2024

1. CALL TO ORDER

President Wallace called the Committee of the Whole meeting of July 2, 2024 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:07 p.m.

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Management Analyst Samuel Hughes Finance Director Todd Dowden, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Village Engineer Nick Talarico, Planning & Development Director Kristy Stone, Head Golf Professional Phil Lenz, Deputy Chief Rob Sweeney, Deputy Chief Naydenoff, Village Attorney Kurt Asprooth, and Village Clerk Lorna Giles.

3. TOWN HALL:

Hannah Billingsley introduced herself to the Board. She is a resident of West Chicago who is running for State Representative in this area. She is part of the Zoning Board in West Chicago. She stated that she's knocked on a couple of thousand doors in the City of Bartlett. She's asked residents, what's one thing they would change about the City of Bartlett. Over half the time she stated that they respond with they wouldn't change a thing. She thanked the Board for all they do to keep the Community safe.

4. STANDING COMMITTEE REPORTS

A. BUILDING AND ZONING COMMITTEE, CHAIRMAN GUNSTEEN

1. 231-251 E. Lake Street

Chairman Gunsteen stated the applicant is requesting the re-zoning of three parcels from the ER 1 Estate resident zoning district to the B3 neighborhood shopping district. These properties were recently annexed into the Village and are subject to annexation agreement. The rezoning of a property for commercial use is consistent with the future land use, the approved annexation agreement, and the draft redevelopment plan of the Lake Street corridor TIF district. He stated that if no one had questions, he would like to move to Planning and Zoning for a Public Hearing.

B. LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

1. Ordinance Amending the Bartlett Municipal Code Regarding Noise Limitations



VILLAGE OF BARTLETT COMMITTEE MINUTES July 2, 2024

Chairman Hopkins stated that the Police Department is requesting amendments to three sections of the Village Code that pertain to noise limitations ; Section 434 Excessive noise, Section 3222 Amplified Noise Regulations, and Section 1154 Complaints and notices of Hearing Procedures.

Deputy Chief Sweeney stated that they took into consideration a lot of the things that were brought up and highlighted at the last meeting.

Chairman Gunsteen referenced the Amplifier Permit limitation to three per year. He asked that the Board increase that due to some people having more than three parties per year. He suggested increasing it quarterly or one per month per residential home. He went on to ask for clarification regarding noise restrictions and needing an amplifier permit during specific hours. He referenced some things discussed at the last meeting such as the restriction Sunday -Thursday would be 10pm -7am. He went on to say that he would like to see the restriction from the hours of 11pm-8am on Friday and Saturday. Other Board members agreed.

Chairman Hopkins wanted to clarify, asking if an amplifier permit would not be needed during those hours.

Chairman Gunsteen stated that you would need an amplifier permit during those hours if the noise extended beyond 150 feet during the day time hours.

Chairman Hopkins stated that he would be okay with that and would want to then review it in 6 months to a year.

Chairman Gandsey asked if we are able to see stats and review that data in six months.

Chairman Suwanski did want to make sure that this addressed the Police Department's concerns regarding the apartment complex.

Deputy Chief Sweeney stated that over 75% of those calls were coming in after 10pm and would usually be large parties in common areas outside that would extend the 150 feet.

Chairman Deyne referenced first time offenders could be fined \$100. He asked for clarification and stated that as he went through the Ordinance, it's now listed as \$75.

Deputy Chief Sweeney stated that if they chose to appear, it could be anywhere between \$75-\$750. He went on to say that this fine range is based on Ordinances listed as other Villages.

Chairman Gunsteen asked if this gives the Police Department the teeth that they need to implement these rules.

Deputy Chief Sweeney stated that it does. He went on to say that the Police Department's goal is not to issue any citations. This would provide the Department some recourse if an offender continues to violate and not abate.



VILLAGE OF BARTLETT COMMITTEE MINUTES July 2, 2024

Chairman Gunsteen stated that he would like to revisit this in January after the summer is over to see the amount of calls that were received including the time frames. He went on to say that if they had a lot of offenders before 10pm, that this be brought back to committee to have another conversation and make necessary adjustments.

Attorney Asprooth verified and confirmed the changes that were discussed. Additional conversations took place between board members regarding these changes.

Chairman Suwanski did ask for some type of initiative to work with property managers of the apartment complexes where the bulk of the calls are coming from and making sure that they're taking responsibility for their tenants.

Deputy Chief Sweeney stated that's one of the reasons that they wanted to give property managers the ability to violate people's leases if they were in constant violation of the noise ordinance.

Chairman Deyne verified that the hours that were discussed were Sunday-Thursday 8am-10pm. And 8am-11pm Friday and Saturday.

Chairman Hopkins wanted to verify that an amplifier permit would only be needed outside of those hours.

Mayor Wallace elaborated that an amplifier permit would be needed any day that you're using and amplified device.

Chairman Gunsteen went on to say that amplified music is different than 150 feet. Anything under 150 feet you wouldn't need an amplifier permit.

Attorney Asprooth went over what was discussed. He stated some of the specifics that were discussed were Sunday-Thursday from 8am-10pm with a 150 foot restriction. If it's over 150 feet it's presumed to be unreasonable. After 10pm it's 75 feet. He went on to say that on Friday and Saturday, it's 8am-11pm with 150 feet. After 11pm-8am, it's 75 feet.

Village Administrator Schumacher asked if they would like this to come back to Committee or to the Board.

Mayor Wallace stated he would like this to come back to the Board.

Chairman Hopkins stated that he did not have anything additional to add on behalf of the License and Ordinance Committee.

Before Adjourning the meeting, Mayor Wallace thanked the Police Department, Fire Department, Public Works and staff for working continuously by meeting and planning for the 4th of July and making sure all contingency and emergency operations are in check for a safe and successful holiday.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
July 2, 2024**

5. ADJOURNMENT

Mayor Wallace moved to adjourn the Committee of the Whole meeting. Trustee Deyne moved to approve; the motion was seconded by Trustee Gunsteen.

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The Committee of the Whole meeting was adjourned to Executive Session at 7:23 p.m.

Jackie Cardoza
Executive Assistant



VILLAGE OF BARTLETT
BOARD MINUTES
July 2, 2024

1. CALL TO ORDER

President Wallace called the regular meeting of July 2, 2024 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m.

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Sam Hughes, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Village Engineer Nick Talerico, Planning & Development Director Kristy Stone, Head Golf Professional Phil Lenz, Deputy Chief Rob Sweeney, Village Attorney Kurt Asprooth, and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Alex Culpepper from the Renovation Church.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee Gandsey stated that she would like to add items 12.B. 1 to the Consent Agenda – Resolution 2024-64-R, An Ordinance Proposing Approval of a Redevelopment Plan and Project for, and the Designation of the Lake Street Corridor Area.

Trustee Deyne stated that he would like to add items 12.F.1 to the Consent Agenda - Resolution 2024-65-R, Resolution approving the 2024 Pavement Preservation Project Agreement between the Village of Bartlett and Corrective Asphalt Materials Inc.

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



VILLAGE OF BARTLETT
BOARD MINUTES
July 2, 2024

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

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

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

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

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

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

6. MINUTES – Covered and approved under the Consent Agenda.
7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT - None
9. PRESIDENT'S REPORT - None
10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

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

11. TOWN HALL

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated there was no report

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY



VILLAGE OF BARTLETT
BOARD MINUTES
July 2, 2024

Trustee Gandsey presented Ordinance 2024-64-R Proposing the Approval of a Redevelopment Plan and Project for, and the Designation of the Lake Street Corridor Area under the Consent Agenda.

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

Trustee LaPorte stated that there was no report

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that there was no report

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne presented Resolution 2024-65-R, a Resolution Approving the 2024 Pavement Preservation Project Agreement between the Village of Bartlett and Corrective Asphalt Materials Inc.

13. NEW BUSINESS - None

14. QUESTION/ANSWER PRESIDENT & TRUSTEES

Mayor Wallace asked Public Works Director Dan Dinges for an update regarding IDOT finishing up Bartlett Road. Public Works Director Dinges stated they just completed the East Lake pavement and will begin working on Striping in the next day or so. Paving and Striping was supposed to be completed before July 4th; however, the weather might have held them up a bit. He went on to say that the next step would be installing permanent signals and streetlights. He stated that he anticipates this being completed in the next month.

15. ADJOURNMENT

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



VILLAGE OF BARTLETT
BOARD MINUTES
July 2, 2024

ROLL CALL VOTE TO ADJOURN

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

The meeting was adjourned at 7:07 p.m.

Jackie Cardoza
Executive Assistant

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 7/16/2024**

100-GENERAL FUND REVENUES

410110-REAL ESTATE TRANSFER TAX

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANTHONY DRUMMOND	REFUND 661 JUNIPER LN TR STAMP	1,125.00
	INVOICES TOTAL:	1,125.00

1,125.00

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - JULY 2024	327,658.64
** 1 DEARBORN LIFE INSURANCE COMPANY	MONTHLY INSURANCE-JULY 2024	3,770.66
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/JULY 24	904.40
** 1 METROPOLITAN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - JULY 2024	15,291.28
	INVOICES TOTAL:	347,624.98

347,624.98

1100-VILLAGE BOARD/ADMINISTRATION

530115-SUBSCRIPTIONS/PUBLICATIONS

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

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	110.50
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	47.98
	INVOICES TOTAL:	158.48

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	ILCMA CONFERENCE LODGING	536.83
	INVOICES TOTAL:	536.83

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BARTLETT OKTOBERFEST FOUNDATION	CIVIC GROUP FUNDING	8,000.00
1 BARTLETT SPORTS	I BELONG IN BARTLETT T-SHIRTS	3,460.00
** 1 ELAN FINANCIAL SERVICES	M&B SLEIGH RENTAL	267.16
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	3,839.46
	INVOICES TOTAL:	15,566.62

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 7/16/2024

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	FLAGS FOR DEPOT	107.70
INVOICES TOTAL:		107.70

16,474.13

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANCEL GLINK P.C.	PROFESSIONAL SERVICES	18,132.74
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	950.00
** 1 VILLAGE OF ITASCA	CPKC COALITION	6,064.11
INVOICES TOTAL:		25,146.85

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHASTAIN & ASSOCIATES LLC	OAK AVE RESURFACING PROJECT	1,751.58
1 CHASTAIN & ASSOCIATES LLC	NORTH AVE RESURFACING PROJECT	2,630.60
1 HAMPTON LENZINI AND RENWICK INC	249 E LAKE ST STORMWATER-ENGINEERING REVIEW	4,258.75
1 HAMPTON LENZINI AND RENWICK INC	2250 GRAHAM ST STORMWATER-ENGINEERING REVIEW	2,275.00
1 V3 COMPANIES LTD	300 SPITZER STORMWATER/CIVIL SITE REVIEW	2,530.00
1 V3 COMPANIES LTD	1370 BREWSTER CREEK STORMWATER/CIVIL SITE REVIE'	1,840.00
INVOICES TOTAL:		15,285.93

40,432.78

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	95.42
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	53.49
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	28.00
1 QUADIEN INC	POSTAGE METER LEASE PAYMENT	475.38
INVOICES TOTAL:		652.29

530135-LEAF BAG LABELS

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

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	83.99
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	240.94

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 7/16/2024

INVOICES TOTAL: 324.93

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS STATE POLICE	ORI # IL016050L COST CTRD 5933-FINGER PRINTING	250.00
** 1 SAM'S CLUB	CREDIT MEMO	-95.37
		<u>INVOICES TOTAL: 154.63</u>

3,131.85

1500-PLANNING & DEV SERVICES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	29.60
		<u>INVOICES TOTAL: 29.60</u>

523110-LEGAL PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	PUBLIC HEARING NOTICES	167.40
		<u>INVOICES TOTAL: 167.40</u>

526006-INSPECTION SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATTHEW BURRIS	PLUMBING INSPECTIONS	560.00
		<u>INVOICES TOTAL: 560.00</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	APA TRAINING REGISTRATION	80.00
		<u>INVOICES TOTAL: 80.00</u>

837.00

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	126.18
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	200.65
1 PROSHRED CHICAGO	PAPER SHREDDING SERVICES	237.68
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	72.02
1 VERIZON WIRELESS	WIRELESS SERVICES	1,418.48
		<u>INVOICES TOTAL: 3,290.01</u>

523100-ADVERTISING

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 7/16/2024**

**	1 ELAN FINANCIAL SERVICES	NATIONAL MINORITY UPDATE	195.00
		<u>INVOICES TOTAL:</u>	<u>195.00</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SOUTHERN COMPUTER WAREHOUSE	GETAC AND ZEBRA DOCKING STATION	857.14
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	9.99
	<u>INVOICES TOTAL:</u>	<u>867.13</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN SOLUTIONS FOR BUSINESS	LOCAL ADJUDICATION TICKETS	912.99
1 CREATIVE SERVICES OF NEW ENGLAND	1 MET MAVERICK STICKERS	308.95
** 1 ELAN FINANCIAL SERVICES	SUPPLIES/MAVERICK GROOMING	189.20
1 THE FINER LINE INC	ENGRAVED PLAQUE	30.00
1 THE FINER LINE INC	ENGRAVED PLATES	144.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	143.70
1 MIDWEST FIRST AID & SAFETY	FIRST AID SUPPLIES	70.32
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	170.42
	<u>INVOICES TOTAL:</u>	<u>1,969.58</u>

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	UNIFORM APPAREL	843.47
	<u>INVOICES TOTAL:</u>	<u>843.47</u>

530125-SHOOTING RANGE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	SHOOTING RANGE SUPPLIES	536.96
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	166.31
	<u>INVOICES TOTAL:</u>	<u>703.27</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	WEBCAM	59.07
** 1 ELAN FINANCIAL SERVICES	EOM PLAQUES	166.15
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	14.38
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	240.79
	<u>INVOICES TOTAL:</u>	<u>480.39</u>

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	43.98
	<u>INVOICES TOTAL:</u>	<u>43.98</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 7/16/2024**

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALAN BIANCO	D.A.R.E. TRAINING EXPENSES	966.25
1 ALAN BIANCO	D.A.R.E. TRAINING EXPENSES	966.25
** 1 ELAN FINANCIAL SERVICES	SPECIAL OLYMPICS LODGING	376.56
** 1 ELAN FINANCIAL SERVICES	IJOA CONFERENCE LODGING	567.84
1 SAMUEL MORA	TRAINING EXPENSES/SRO CONFERENCE	741.08
1 WILLIAM NAYDENOFF	SMIP TRAINING EXPENSES	425.28
1 NORTH EAST MULTI-REGIONAL TRAINING INC	CLASS REGISTRATION FEES	250.00
1 NORTH EAST MULTI-REGIONAL TRAINING INC	CLASS REGISTRATION FEE	35.00
1 NORTH EAST MULTI-REGIONAL TRAINING INC	CLASS REGISTRATION FEE	350.00
1 NORTH EAST MULTI-REGIONAL TRAINING INC	CLASS REGISTRATION FEE	255.00
INVOICES TOTAL:		4,933.26

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTH AMERICAN RESCUE LLC	RESCUE MEDICAL SUPPLIES	436.50
INVOICES TOTAL:		436.50

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	NATW MEMBERSHIP/NOTARY COURSE	195.95
INVOICES TOTAL:		195.95

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CROSSING GUARD LUNCHEON	513.00
** 1 ELAN FINANCIAL SERVICES	FISHING DERBY/NNO EVENTS	1,225.51
** 1 ELAN FINANCIAL SERVICES	TROPHIES FOR NNO GOLF EVENT	73.97
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	49.58
INVOICES TOTAL:		1,862.06

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONRAD POLYGRAPH INC	POLYGRAPH EXAM FEES	3,400.00
1 INDUSTRIAL ORGANIZATIONAL SOLUTIONS I	POLICE OFFICER RECRUITMENT	3,547.00
INVOICES TOTAL:		6,947.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	DRONE REGISTRATION	5.00
1 REPROGRAPHICS	MAPS/DIAGRAMS	16.95
INVOICES TOTAL:		21.95

22,789.55

1800-STREET MAINTENANCE

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 7/16/2024**

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	2.10
1 NOVATOO INC	EQUIPMENT RENTAL/MEMORIAL DAY	688.00
1 VERIZON WIRELESS	WIRELESS SERVICES	314.10
1 VERIZON WIRELESS	WIRELESS SERVICES	36.01
1 VERIZON WIRELESS	WIRELESS SERVICES	279.38
INVOICES TOTAL:		1,319.59

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,729.66
1 NICOR GAS	GAS BILL	150.46
1 NICOR GAS	GAS BILL	57.16
1 NICOR GAS	GAS BILL	140.02
INVOICES TOTAL:		2,077.30

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FTD AUTO LLC	VEHICLE MAINTENANCE	55.00
1 INTERSTATE BILLING SERVICE INC	VEHICLE MAINTENANCE	901.68
1 JERRY'S WELDING INC	EQUIPMENT REPAIRS	3,200.00
1 JERRY'S WELDING INC	EQUIPMENT REPAIRS	4,750.00
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	45.00
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	675.00
1 ROADWAY TOWING & SERVICE INC	TOWING SERVICES	45.00
INVOICES TOTAL:		9,671.68

527112-SERVICE TO MAINTAIN STR LIGHTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JERRY'S WELDING INC	EQUIPMENT REPAIRS	595.00
INVOICES TOTAL:		595.00

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 ABBOTT TREE CARE PROFESSIONALS LLC	LAWN MAINTENANCE SERVICES	1,093.75
1 ABBOTT TREE CARE PROFESSIONALS LLC	LAWN MAINTENANCE SERVICES	2,393.75
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT/140 E BARTLETT AVE	1,344.56
1 UNO MAS LANDSCAPING	LANDSCAPE MAINTENANCE SERVICES	4,885.00
INVOICES TOTAL:		13,204.56

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VIRGILIO CERRADO	PUBLIC SIDEWALK REPLACEMENT	1,200.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,252.00

** Indicates pre-issue check.

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1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,639.00
1 ELMHURST CHICAGO STONE COMPANY	DELIVERY WAITING FEE	236.25
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,467.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,553.00
1 ELMHURST CHICAGO STONE COMPANY	DELIVERY WAITING FEE	177.75
1 ELMHURST CHICAGO STONE COMPANY	DELIVERY WAITING FEE	182.25
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,814.10
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,295.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	164.38
1 THOMAS SCHILLACI	PUBLIC SIDEWALK REPLACEMENT	1,243.54
1 RASESH SHAH	PUBLIC SIDEWALK REPLACEMENT	852.00
1 WELCH BROS INC	GRAVEL PURCHASE	57.75
1 WELCH BROS INC	GRAVEL PURCHASE	346.50
1 WELCH BROS INC	GRAVEL PURCHASE	57.75
1 WELCH BROS INC	MATERIALS AND SUPPLIES	260.00
	INVOICES TOTAL:	13,798.27

527140-TREE TRIMMING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABBOTT TREE CARE PROFESSIONALS LLC	ROOT PRUNING FEES	690.00
1 ABBOTT TREE CARE PROFESSIONALS LLC	TREE TRIMMING SERVICES	1,640.00
	INVOICES TOTAL:	2,330.00

527150-BRUSH COLLECTION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TREES R US INC	SEMI-ANNUAL BRUSH COLLECTION	44,696.40
	INVOICES TOTAL:	44,696.40

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	APWA LUNCHEONS	443.33
** 1 ELAN FINANCIAL SERVICES	PW APPRECIATION LUNCH/STRAND LUNCH	258.33
1 GRAINGER	MAINTENANCE SUPPLIES	771.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	1,044.07
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	51.92
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	89.96
	INVOICES TOTAL:	2,658.61

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AL WARREN OIL COMPANY INC	DIESEL FUEL	1,597.60
	INVOICES TOTAL:	1,597.60

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	5.98
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	12.94

** Indicates pre-issue check.

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INVOICES TOTAL: 18.92

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	811.00
1 ATLAS BOBCAT LLC	MAINTENANCE SUPPLIES	112.32
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	182.34
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	152.34
1 INTERSTATE BILLING SERVICE INC	CREDIT MEMO	-199.50
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	27.25
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	308.07
1 NAPA AUTO PARTS	CREDIT MEMO	-53.00
1 RUSSO'S POWER EQUIPMENT INC	MATERIALS & SUPPLIES	13.22
1 RUSSO'S POWER EQUIPMENT INC	MATERIALS & SUPPLIES	59.47
<u>INVOICES TOTAL:</u>		<u>1,413.51</u>

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	GRAVEL PURCHASE	288.75
1 WELCH BROS INC	GRAVEL PURCHASE	462.00
<u>INVOICES TOTAL:</u>		<u>750.75</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NELSON CARLSON MECHANICAL	BACKFLOW DEVICE INSPECTIONS	267.23
<u>INVOICES TOTAL:</u>		<u>267.23</u>

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	MAINTENANCE SUPPLIES	169.80
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	3,024.00
<u>INVOICES TOTAL:</u>		<u>3,193.80</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	APWA EXPO REGISTRATION/AIRFARE	637.01
** 1 ELAN FINANCIAL SERVICES	APWA MENTORSHIP MEETING	15.35
<u>INVOICES TOTAL:</u>		<u>652.36</u>

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BAXTER & WOODMAN	ONEIDA BASIN IMPROVEMENTS	1,912.25
<u>INVOICES TOTAL:</u>		<u>1,912.25</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PROSHRED CHICAGO	PAPER SHREDDING SERVICES	12.83

** Indicates pre-issue check.

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INVOICES TOTAL: 12.83

100,170.66

3000-DEBT SERVICE EXPENDITURES

547068-2016 GO BOND INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 COMPUTERSHARE TRUST COMPANY N.A.	2016 GO BOND INTEREST PYMT	42,987.50
<u>INVOICES TOTAL:</u>		<u>42,987.50</u>

42,987.50

4200-MUNICIPAL BLDG PROJECTS EXP

572000-BUILDING & GROUNDS IMPROVMNTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING SOLUTIONS TEAM	HVAC SYSTEM REHABILITATION	1,500.00
<u>INVOICES TOTAL:</u>		<u>1,500.00</u>

1,500.00

5000-WATER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AQUA BACKFLOW INC	ANNUAL SUBSCRIPTION FEE	360.00
** 1 ELAN FINANCIAL SERVICES	SCADA PHONE SERVICE	37.27
1 PROSHRED CHICAGO	PAPER SHREDDING SERVICES	12.83
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	12,738.17
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
1 WUNDERLICH-MALEC SERVICES INC	SCADA SECURITY UPDATE	993.50
<u>INVOICES TOTAL:</u>		<u>16,435.10</u>

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	378.16
1 VERIZON WIRELESS	WIRELESS SERVICES	314.10
<u>INVOICES TOTAL:</u>		<u>692.26</u>

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	2,985.90
<u>INVOICES TOTAL:</u>		<u>2,985.90</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT/140 E BARTLETT AVE	1,344.57

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 1,344.57

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	351.21
1 NICOR GAS	GAS BILL	43.31
1 NICOR GAS	GAS BILL	61.31
<u>INVOICES TOTAL:</u>		<u>455.83</u>

526000-SERVICE TO MAINTAIN VEHICLES

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

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	940.18
1 CORNERSTONE LAND & LAWN INC	TURF RESTORATION SERVICES	465.00
1 VULCAN CONSTRUCTION MATERIALS LLC	GRAVEL PURCHASE	1,336.23
1 VULCAN CONSTRUCTION MATERIALS LLC	GRAVEL PURCHASE	1,982.38
1 WELCH BROS INC	GRAVEL PURCHASE	583.00
<u>INVOICES TOTAL:</u>		<u>5,306.79</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MATERIALS AND SUPPLIES	1,887.00
1 CORE & MAIN LP	MATERIALS AND SUPPLIES	1,479.80
1 CORE & MAIN LP	MATERIALS AND SUPPLIES	285.42
1 CORE & MAIN LP	MATERIALS AND SUPPLIES	202.39
** 1 ELAN FINANCIAL SERVICES	APWA LUNCHEONS	443.34
** 1 ELAN FINANCIAL SERVICES	PW APPRECIATION LUNCH/STRAND LUNCH	258.33
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	58.17
1 MIDWEST TRADING HORTICULTURAL	CURLEX BLANKET/FABRIC STAPLES	204.75
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	51.93
1 ZIEBELL WATER SERVICE	MATERIALS AND SUPPLIES	2,666.00
<u>INVOICES TOTAL:</u>		<u>7,537.13</u>

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	731.64
<u>INVOICES TOTAL:</u>		<u>731.64</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	5.99
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	12.95

** Indicates pre-issue check.

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INVOICES TOTAL: 18.94

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	JULY BILLS POSTAGE	3,035.14
<u>INVOICES TOTAL:</u>		<u>3,035.14</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	27.25
<u>INVOICES TOTAL:</u>		<u>27.25</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NELSON CARLSON MECHANICAL	BACKFLOW DEVICE INSPECTIONS	267.23
<u>INVOICES TOTAL:</u>		<u>267.23</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	APWA EXPO REGISTRATION/AIRFARE	637.02
** 1 ELAN FINANCIAL SERVICES	APWA MENTORSHIP MEETING	15.36
<u>INVOICES TOTAL:</u>		<u>652.38</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS CENTRAL RAILROAD CO	ANNUAL LICENSE/LEASE PAYMENT	249.55
<u>INVOICES TOTAL:</u>		<u>249.55</u>

39,914.71

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DR HORTON	WATER REFUND/1192 WOOD LILY LN	52.28
1 DR HORTON	WATER REFUND/1347 WILD TULIP CIR	52.28
1 ADAM MICALETTI	WATER REFUND/574 FOXFORD RD	89.26
1 MKB INVESTMENTS LLC	WATER REFUND/824 W BARTLETT RD	52.28
<u>INVOICES TOTAL:</u>		<u>246.10</u>

246.10

5090-WATER CAPITAL PROJECTS EXP

581029-WATERMAIN REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NANCY CORDER	LANDSCAPING REPLACEMENT	1,998.00
1 TRINE CONSTRUCTION CORP	2024 WATER MAIN REPLACEMENT	463,200.56

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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<u>INVOICES TOTAL:</u>	<u>465,198.56</u>
	465,198.56

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	SCADA PHONE SERVICE	37.28
1 PROSHRED CHICAGO	PAPER SHREDDING SERVICES	12.84
	<u>INVOICES TOTAL:</u>	<u>50.12</u>

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	314.11
	<u>INVOICES TOTAL:</u>	<u>314.11</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT/140 E BARTLETT AVE	1,344.57
	<u>INVOICES TOTAL:</u>	<u>1,344.57</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	198.26
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	5.20
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	95.65
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	61.53
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	5.08
1 NICOR GAS	GAS BILL	45.24
1 NICOR GAS	GAS BILL	45.14
1 NICOR GAS	GAS BILL	47.50
1 NICOR GAS	GAS BILL	143.23
1 NICOR GAS	GAS BILL	140.81
1 NICOR GAS	GAS BILL	48.43
1 NICOR GAS	GAS BILL	45.08
1 NICOR GAS	GAS BILL	47.09
1 NICOR GAS	GAS BILL	50.91
1 NICOR GAS	GAS BILL	46.29
1 NICOR GAS	GAS BILL	142.83
1 NICOR GAS	GAS BILL	48.93
	<u>INVOICES TOTAL:</u>	<u>1,217.20</u>

526000-SERVICE TO MAINTAIN VEHICLES

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

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	APWA LUNCHEONS	443.33
** 1 ELAN FINANCIAL SERVICES	PW APPRECIATION LUNCH/STRAND LUNCH	343.64
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	39.72
1 REPROGRAPHICS	MAPS/DIAGRAMS	17.25
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	51.93
INVOICES TOTAL:		895.87

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRO CHEM INC	CHEMICAL SUPPLIES	283.51
INVOICES TOTAL:		283.51

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	5.99
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	12.95
INVOICES TOTAL:		18.94

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	JULY BILLS POSTAGE	3,035.14
INVOICES TOTAL:		3,035.14

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	67.42
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	27.25
1 LIONHEART CRITICAL POWER	EQUIPMENT REPAIRS	614.14
1 NAPA AUTO PARTS	CREDIT MEMO	-110.00
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	96.35
INVOICES TOTAL:		695.16

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	262.12
INVOICES TOTAL:		262.12

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	233.84
1 NELSON CARLSON MECHANICAL	BACKFLOW DEVICE INSPECTIONS	267.23
INVOICES TOTAL:		501.07

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	APWA EXPO REGISTRATION/AIRFARE	637.01
** 1 ELAN FINANCIAL SERVICES	APWA MENTORSHIP MEETING	15.35
	INVOICES TOTAL:	652.36

546200-PERMIT FEES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS EPA	ANNUAL NPDES FEE	500.00
1 ILLINOIS EPA	ANNUAL NPDES FEE	17,500.00
	INVOICES TOTAL:	18,000.00

27,420.17

510000-SEWER FUND

200504-FRWRD PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE CTY SEWER TREATMENT 06/24	1,544.01
	INVOICES TOTAL:	1,544.01

1,544.01

5190-SEWER CAPITAL PROJECTS EXP

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	UST REMOVAL/1152 BITTERSWEET DR	8,222.50
1 JOSEPH J HENDERSON & SON INC	BITTERSWEET WRF IMPROVEMENTS	797,631.27
1 JOSEPH J HENDERSON & SON INC	BITTERSWEET WRF IMPROVEMENTS	363,340.82
1 JOSEPH J HENDERSON & SON INC	BITTERSWEET WRF IMPROVEMENTS	424,419.79
1 RUBINO ENGINEERING INC	CONCRETE COMPRESSION TESTING	1,049.00
1 STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF	9,700.00
1 STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF	19,656.44
1 STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF	28,700.00
	INVOICES TOTAL:	1,652,719.82

582028-DEVON EXCESS FLOW PLANT REHB

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW SEWER & FORCEMAIN	26,229.75
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY LIFT STATION	23,420.00
	INVOICES TOTAL:	49,649.75

1,702,369.57

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

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

**VILLAGE OF BARTLETT
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1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	350.00
	INVOICES TOTAL:	350.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	26.08
1 NICOR GAS	GAS BILL	82.21
1 VERIZON WIRELESS	WIRELESS SERVICES	42.11
	INVOICES TOTAL:	150.40

529000-OTHER CONTRACTUAL SERVICES

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

570200-BLDG & GROUNDS IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NELSON CARLSON MECHANICAL	BACKFLOW DEVICE INSPECTIONS	267.23
	INVOICES TOTAL:	267.23

834.98

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	152.95
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	58.03
1 ROSCOE CO	MATS	342.24
	INVOICES TOTAL:	553.22

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NELSON CARLSON MECHANICAL	BACKFLOW DEVICE INSPECTIONS	623.49
	INVOICES TOTAL:	623.49

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	420.23
1 NICOR GAS	GAS BILL	480.27
	INVOICES TOTAL:	900.50

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	TOWELS	179.64
	INVOICES TOTAL:	179.64

** Indicates pre-issue check.

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534335-PURCHASES - MISC GOLF MDSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	GOLF THEMED JEWELRY	272.50
INVOICES TOTAL:		272.50

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY TREASURER	PIN 06-34-100-026-0000	11.54
** 1 ELAN FINANCIAL SERVICES	MATERIALS & SUPPLIES	114.91
INVOICES TOTAL:		126.45

2,655.80

5510-GOLF MAINTENANCE EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	160.08
1 NICOR GAS	GAS BILL	60.35
INVOICES TOTAL:		220.43

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SIMPLOT TURF & HORTICULTURE	MATERIALS AND SUPPLIES	4,500.00
1 SIMPLOT TURF & HORTICULTURE	MATERIALS AND SUPPLIES	30.00
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	29.99
INVOICES TOTAL:		4,559.99

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	25.46
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	10.79
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	10.58
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	57.99
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	29.97
1 O'REILLY AUTOMOTIVE INC	FINANCE CHARGE	5.34
1 REVELS TURF & TRACTOR LLC	MAINTENANCE SUPPLIES	214.14
INVOICES TOTAL:		354.27

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	963.53
INVOICES TOTAL:		963.53

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	MATERIALS & SUPPLIES	114.91

** Indicates pre-issue check.

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INVOICES TOTAL: 114.91

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMERCIAL IRRIGATION INC	IRRIGATION SYSTEM PYT #5	291,788.46
1 COMMERCIAL IRRIGATION INC	IRRIGATION SYSTEM PYT #6	168,459.99
<u>INVOICES TOTAL:</u>		<u>460,248.45</u>

572000-BUILDING & GROUNDS IMPROVMNTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTRAL SOD FARMS INC	SOD PURCHASE	474.00
<u>INVOICES TOTAL:</u>		<u>474.00</u>

466,935.58

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 COMPLETE BAR SYSTEMS LLC	CLEAN BEER LINES	64.00
<u>INVOICES TOTAL:</u>		<u>84.00</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	80.04
<u>INVOICES TOTAL:</u>		<u>80.04</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	TOWELS	64.57
1 MIDWEST FIRST AID & SAFETY	FIRST AID SUPPLIES	25.77
1 SYSCO CHICAGO INC	FOOD PURCHASE	52.28
1 SYSCO CHICAGO INC	SUPPLIES	64.81
1 SYSCO CHICAGO INC	SUPPLIES	39.04
1 SYSCO CHICAGO INC	SUPPLIES	59.24
<u>INVOICES TOTAL:</u>		<u>305.71</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	19.58
<u>INVOICES TOTAL:</u>		<u>19.58</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO BEVERAGE SYSTEMS/	BEER PURCHASE	247.40
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	177.90

** Indicates pre-issue check.

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**	1 ELGIN BEVERAGE CO	BEER PURCHASE	217.42
	1 EUCLID BEVERAGE LLC	BEER PURCHASE	425.00
	1 EUCLID BEVERAGE LLC	BEER PURCHASE	200.00
	1 GORDON FOOD SERVICE INC	FOOD PURCHASE	1,000.00
	1 GRECO AND SONS INC	FOOD PURCHASE	160.00
	1 LAKESHORE BEVERAGE	BEER PURCHASE	40.20
	1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	170.80
	1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	187.69
	1 SYSCO CHICAGO INC	FOOD PURCHASE	125.00
	1 TEC COFFEE & FOODS	COFFEE PURCHASE	55.00
			INVOICES TOTAL: 3,006.41

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 ELAN FINANCIAL SERVICES	114.91
	1 SYSCO CHICAGO INC	2,289.86
		INVOICES TOTAL: 2,404.77
		5,900.51

5570-GOLF BANQUET EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 NICOR GAS	80.04
		INVOICES TOTAL: 80.04

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 AMAZON CAPITAL SERVICES INC	40.00
	1 EDWARD DON & COMPANY	64.57
	1 GORDON FOOD SERVICE INC	62.78
	1 MIDWEST FIRST AID & SAFETY	25.77
	1 MLA WHOLESALE INC	183.35
	1 SYSCO CHICAGO INC	64.81
	1 SYSCO CHICAGO INC	39.04
		INVOICES TOTAL: 480.32

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 AMAZON CAPITAL SERVICES INC	101.50
**	1 SAM'S CLUB	19.59
		INVOICES TOTAL: 121.09

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 THE BAKING INSTITUTE BAKERY CO	305.99

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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	1 THE BAKING INSTITUTE BAKERY CO	CAKE	355.99
**	1 ELGIN BEVERAGE CO	BEER PURCHASE	200.00
	1 EUCLID BEVERAGE LLC	BEER PURCHASE	166.57
	1 EUCLID BEVERAGE LLC	BEER PURCHASE	124.36
	1 GORDON FOOD SERVICE INC	FOOD PURCHASE	2,647.50
	1 GORDON FOOD SERVICE INC	FOOD PURCHASE	42.18
	1 GRECO AND SONS INC	FOOD PURCHASE	986.78
	1 GRECO AND SONS INC	CREDIT MEMO	-24.52
	1 GRECO AND SONS INC	CREDIT MEMO	-74.73
	1 GRECO AND SONS INC	CREDIT MEMO	-18.99
	1 GRECO AND SONS INC	CREDIT MEMO	-6.40
	1 IL GIARDINO DEL DOLCE INC	CAKE	80.50
	1 LAKESHORE BEVERAGE	BEER PURCHASE	40.21
	1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	170.80
	1 SYSCO CHICAGO INC	FOOD PURCHASE	1,106.51
	1 TEC COFFEE & FOODS	COFFEE PURCHASE	55.00
		INVOICES TOTAL:	6,157.75

546900-CONTINGENCIES

	<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
**	1 ELAN FINANCIAL SERVICES	MATERIALS & SUPPLIES	114.92
	1 SYSCO CHICAGO INC	SUPPLIES	2,289.86
		INVOICES TOTAL:	2,404.78
			9,243.98

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

	<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
	1 GRECO AND SONS INC	FOOD PURCHASE	107.84
**	1 SAM'S CLUB	MATERIALS & SUPPLIES	28.29
	1 SYSCO CHICAGO INC	FOOD PURCHASE	52.28
		INVOICES TOTAL:	188.41

534320-PURCHASES - FOOD & BEVERAGE

	<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
**	1 ELGIN BEVERAGE CO	BEER PURCHASE	420.00
	1 EUCLID BEVERAGE LLC	BEER PURCHASE	1,000.00
	1 EUCLID BEVERAGE LLC	BEER PURCHASE	495.00
	1 GORDON FOOD SERVICE INC	FOOD PURCHASE	719.03
	1 GORDON FOOD SERVICE INC	FOOD PURCHASE	412.58
	1 GRECO AND SONS INC	FOOD PURCHASE	440.00
	1 LAKESHORE BEVERAGE	BEER PURCHASE	350.96
	1 LAKESHORE BEVERAGE	BEER PURCHASE	63.16
	1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	137.72
**	1 SAM'S CLUB	MATERIALS & SUPPLIES	21.76
	1 TEC COFFEE & FOODS	COFFEE PURCHASE	55.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 7/16/2024**

INVOICES TOTAL: 4,115.21

4,303.62

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLARKE ENVIRONMENTAL MOSQUITO	MOSQUITO MGT SERVICE AUG 2024	17,212.50
	<u>INVOICES TOTAL:</u>	<u>17,212.50</u>

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	GIS AUTOMATION/MDM FEES	186.00
1 NOMIC NETWORKS INC	ANNUAL SERVICE AGREEMENT	11,700.00
	<u>INVOICES TOTAL:</u>	<u>11,886.00</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATTHEW BURRIS	PLUMBING REPAIRS	150.00
1 ALLEGIANT FIRE PROTECTION LLC	ANNUAL INSPECTION FEES	1,206.00
1 ALLEGIANT FIRE PROTECTION LLC	ANNUAL FIRE ALARM INSPECTION	273.00
1 ALLEGIANT FIRE PROTECTION LLC	NO ACCESS-TRIP CHARGE	225.00
1 ALLEGIANT FIRE PROTECTION LLC	ANNUAL FIRE ALARM INSPECTION	278.00
1 METALMASTER ROOFMASTER INC	ROOF REPAIRS	1,164.00
1 NELSON CARLSON MECHANICAL	BACKFLOW DEVICE INSPECTIONS	712.59
	<u>INVOICES TOTAL:</u>	<u>4,008.59</u>

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	94.90
	<u>INVOICES TOTAL:</u>	<u>94.90</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	143.76
1 NICOR GAS	GAS BILL	665.34
	<u>INVOICES TOTAL:</u>	<u>809.10</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	28.98
** 1 ELAN FINANCIAL SERVICES	RETIREMENT LUNCHEON/DECOR	396.07
** 1 ELAN FINANCIAL SERVICES	OFFICE CHAIRS/LUNCHROOM SUPPLIES	510.90
1 MIDWEST FIRST AID & SAFETY	FIRST AID SUPPLIES	63.69
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	600.90
1 SOUTHERN COMPUTER WAREHOUSE	DESKTOP BACKUPS	1,794.75

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 7/16/2024**

1 WAREHOUSE DIRECT	OFFICE SUPPLIES	499.90
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	266.11
		INVOICES TOTAL: 4,161.30

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	193.91
		INVOICES TOTAL: 193.91

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ESRI INC	GIS TRAINING-DEPLOYING & MAINT GEODATABASE	1,920.00
		INVOICES TOTAL: 1,920.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOWN & COUNTRY GARDENS EL	FLOWERS	87.99
		INVOICES TOTAL: 87.99

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CLOUD SERVICES	1.84
		INVOICES TOTAL: 1.84

40,376.13

7000-POLICE PENSION EXPENDITURES

529000-OTHER CONTRACTUAL SERVICES

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

205.00

GRAND TOTAL: 3,344,222.17

** Indicates pre-issue check.

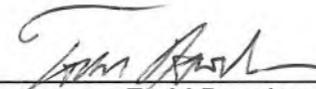
VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 7/16/2024

GENERAL FUND	532,585.95
DEBT SERVICE FUND	42,987.50
MUNICIPAL BUILDING FUND	1,500.00
WATER FUND	505,359.37
SEWER FUND	1,731,333.75
PARKING FUND	834.98
GOLF FUND	489,039.49
CENTRAL SERVICES FUND	40,376.13
POLICE PENSION FUND	205.00
GRAND TOTAL	3,344,222.17

** Indicates pre-issue check.

VILLAGE OF BARTLETT TREASURER'S REPORT
 CASH & INVESTMENT REPORT
 FISCAL YEAR 2024/25 as of May 31, 2024

Fund	4/30/2024	Receipts	Disburse- ments	5/31/2024	Detail of Ending Balance			
					Cash	Investments	Net Assets/Liab.	5/31/2024
General	23,203,382	2,774,495	2,714,657	23,263,219	9,236,398	15,489,248	(1,462,427)	23,263,219
MFT	5,864,948	170,972	0	6,035,920	3,043,167	3,108,346	(115,593)	6,035,920
Debt Service	1,032,137	143,043	270,673	904,507	311,686	592,821	0	904,507
Capital Projects	4,312,833	6,505	0	4,319,338	3,007	4,316,331	0	4,319,338
Municipal Building	2,653,196	22,383	0	2,675,579	827,053	1,573,038	275,489	2,675,579
Developer Deposits	3,020,841	69,574	0	3,090,416	870,122	3,517,602	(1,297,308)	3,090,416
59 & Lake TIF	(2,738,420)	0	0	(2,738,420)	359,550	683,857	(3,781,828)	(2,738,420)
BC Municipal TIF	1,264,728	5,039	0	1,269,767	490,046	932,057	(152,335)	1,269,767
Bluff City TIF Municipal	332,182	7,729	0	339,911	117,131	222,780	0	339,911
Water	7,897,036	1,045,200	1,089,425	7,852,811	3,221,784	6,127,580	(1,496,554)	7,852,811
Sewer	23,185,467	1,394,711	413,739	24,166,438	2,273,535	4,324,028	17,568,875	24,166,438
Parking	(217,907)	6,216	4,158	(215,849)	0	0	(215,849)	(215,849)
Golf	(1,587,421)	336,639	270,065	(1,520,846)	0	0	(1,520,846)	(1,520,846)
Central Services	674,068	152,243	229,766	596,545	211,285	401,860	(16,601)	596,545
Vehicle Replacement	4,870,657	66,405	0	4,937,062	907,856	1,726,725	2,302,480	4,937,062
TOTALS	73,767,726	6,201,154	4,992,482	74,976,398	21,872,620	43,016,274	10,087,504	74,976,398
BC Project TIF	1,486,720	6,637	0	1,493,357	0	0	1,493,357	1,493,357
Bluff City Project TIF	32,887	102,764	0	135,651	46,744	88,907	0	135,651
Bluff City SSA Debt Srv.	57,079	252	0	57,331	0	0	57,331	57,331
Police Pension	60,868,230	1,903,380	298,183	62,473,427	900,471	61,572,956	-	62,473,427



Todd Dowden
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
FISCAL YEAR 2024/25 as of May 31, 2024

Fund	Revenues				Expenditures			
	Actual	Current Year Budget	Percent	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	2,774,495	32,890,154	8.44%	8.38%	2,714,657	34,412,598	7.89%	9.74%
MFT	170,972	2,185,000	7.82%	7.58%	0	2,000,000	0.00%	0.00%
Debt Service	143,043	3,003,039	4.76%	4.18%	270,673	2,967,321	9.12%	10.10%
Capital Projects	6,505	100,000	6.50%	14.52%	0	3,000,000	0.00%	0.00%
Municipal Building	22,383	2,125,000	1.05%	61.47%	0	475,000	0.00%	0.00%
Developer Deposits	69,574	595,000	11.69%	7.11%	0	0	0.00%	0.00%
Bluff City SSA	252	8,422	3.00%	0.20%	0	60,000	0.00%	3.21%
59 & Lake TIF	0	360,000	0.00%	0.00%	0	360,000	0.00%	0.00%
Bluff City Municipal TIF	7,729	99,000	7.81%	1.96%	0	105,000	0.00%	0.00%
Bluff City Project TIF	102,764	3,670,000	2.80%	0.82%	0	3,650,000	0.00%	0.00%
Brewster Creek Municipal TIF	5,039	10,000	50.39%	7.94%	0	505,000	0.00%	0.64%
Brewster Creek Project TIF	6,637	20,000	33.19%	6.06%	0	100,000	0.00%	0.00%
Water	1,045,200	13,551,000	7.71%	7.74%	1,089,425	19,253,702	5.66%	4.54%
Sewer	1,394,711	10,720,000	13.01%	3.17%	413,739	15,221,332	2.72%	1.07%
Parking	6,216	75,000	8.29%	9.24%	4,158	85,285	4.88%	2.82%
Golf	336,639	4,535,100	7.42%	7.53%	270,065	4,534,131	5.96%	3.39%
Central Services	152,243	1,751,282	8.69%	8.34%	229,766	1,763,541	13.03%	9.35%
Vehicle Replacement	66,405	747,132	8.89%	8.16%	0	1,781,000	0.00%	0.00%
Police Pension	1,903,380	7,465,735	25.49%	-7.92%	298,183	3,951,316	7.55%	7.84%
Subtotal	8,214,187	83,910,864	9.79%	5.32%	5,290,665	94,225,226	5.61%	4.24%
Less Interfund Transfers	(373,840)	(6,657,813)	5.62%	6.56%	(373,840)	(6,657,813)	5.62%	6.56%
Total	7,840,348	77,253,051	10.15%	5.26%	4,916,825	87,567,413	5.61%	4.13%

VILLAGE OF BARTLETT TREASURER'S REPORT
 MAJOR REVENUE BUDGET COMPARISONS
 FISCAL YEAR 2024/25 as of MAY 31, 2024

Fund	Current Year		Percent	Prior
	Actual	Budget		YTD %
Property Taxes	605,038	12,870,519	4.70%	4.04%
Sales Taxes (General Fund)	296,621	4,950,000	5.99%	6.32%
Income Taxes	1,100,016	7,025,000	15.66%	15.45%
Telecommunications Tax	30,070	390,000	7.71%	7.61%
Home Rule Sales Tax	209,026	3,000,000	6.97%	7.46%
Real Estate Transfer Tax	69,515	600,000	11.59%	10.17%
Use Tax	120,581	1,700,000	7.09%	7.44%
Building Permits	143,897	850,000	16.93%	13.78%
MFT	147,837	1,790,000	8.26%	8.35%
Water Charges	953,180	13,100,000	7.28%	7.63%
Sewer Charges	581,499	6,750,000	8.61%	9.23%

VILLAGE OF BARTLETT TREASURER'S REPORT
 GOLF FUND DETAIL (Excluding Capital Projects)
 FISCAL YEAR 2024/25 as of May 31, 2025

Fund	Actual	Current Year Budget	Percent
Golf Program			
Revenues	219,612	3,307,100	6.64%
Expenses	140,422	3,195,635	4.39%
Net Income	79,190	111,465	71.04%
F&B - Restaurant			
Revenues	20,430	163,000	12.53%
Expenses	45,517	429,549	10.60%
Net Income	(25,087)	(266,549)	9.41%
F&B - Banquet			
Revenues	66,155	865,000	7.65%
Expenses	76,662	808,547	9.48%
Net Income	(10,507)	56,453	-18.61%
F&B - Midway			
Revenues	30,442	200,000	15.22%
Expenses	7,463	100,400	7.43%
Net Income	22,979	99,600	23.07%
Golf Fund Total			
Revenues	336,639	4,535,100	7.42%
Expenses	270,065	4,534,131	5.96%
Net Income	66,574	969	6870.42%

Sales Taxes

Month	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
May	141,609	161,850	159,411	167,379	156,194	160,850	185,540	220,859	255,956	296,621
June	170,308	178,006	186,494	194,753	187,952	183,798	277,635	281,954	308,327	
July	170,734	181,943	201,320	200,041	205,572	198,797	274,678	303,057	323,030	
August	200,031	224,385	219,629	227,783	232,110	209,005	331,855	338,161	350,947	
September	193,484	211,186	224,268	218,236	220,524	233,289	325,874	334,152	354,588	
October	204,424	209,930	215,328	211,089	262,349	221,535	299,302	380,114	340,045	
November	198,880	206,205	208,760	215,922	227,334	202,764	304,608	319,337	325,687	
December	212,286	212,435	219,639	196,081	214,284	236,916	314,214	316,040	307,781	
January	204,437	207,123	221,599	221,276	243,184	208,079	282,703	338,672	334,418	
February	170,190	201,075	206,836	196,714	186,495	199,411	312,927	335,097	348,179	
March	194,219	190,934	196,530	181,590	203,051	203,477	308,392	452,524	334,584	
April	149,630	167,837	180,413	170,866	193,930	211,072	247,260	281,334	268,643	
Total	2,210,232	2,352,909	2,440,227	2,401,729	2,532,977	2,468,994	3,464,989	3,901,303	3,852,186	
% increase	6.46%	6.46%	3.71%	-1.58%	5.46%	-2.53%	40.34%	12.59%	-4.51%	15.89%
Budget	2,115,000	2,205,000	2,400,000	2,425,000	2,460,000	2,575,000	3,400,000	3,400,000	4,050,000	4,050,000



SUSANA A. MENDOZA

ILLINOIS STATE COMPTROLLER

VENDOR WARRANT DETAIL

BARTLETT VILLAGE TREASURER



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Warrant/EFT#: EF 0013680

Fiscal Year

2024

Issue Date

05/07/24

Warrant Total

\$296,621.13

Warrant Status

Agency

Contract

Invoice

Voucher

Agency Amount

492 - REVENUE

A4104753

4A4104753

\$296,621.13

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$296,621.13	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 05/06/2024
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: FEB. 2024 COLL MO: MAR. 2024 VCHR MO: MAY. 2024
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX



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

MOTOR FUEL TAX

Month	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
May	89,988	93,139	91,478	86,848	83,590	96,769	134,647	138,706	148,455	143,652
June	58,408	58,737	72,645	79,592	76,204	99,562	138,322	143,599	154,189	
July	103,948	94,278	95,252	93,416	95,250	121,837	137,127	140,615	146,693	
August	100,154	89,533	89,970	90,079	137,033	142,172	148,687	135,008	152,712	
September	67,441	79,032	79,527	75,247	148,846	132,059	142,475	146,887	161,807	
October	87,626	91,489	91,053	98,725	136,575	130,305	131,236	139,533	145,203	
November	101,486	93,216	92,796	92,950	153,788	131,647	144,611	140,270	170,467	
December	93,002	97,757	91,055	89,502	180,890	136,795	153,239	160,435	160,431	
January	89,828	92,928	93,233	89,403	128,180	119,239	140,177	128,618	137,026	
February	90,531	88,602	80,765	81,313	126,802	112,605	96,768	131,699	146,175	
March	77,861	75,544	80,062	77,761	131,268	116,673	137,179	127,842	134,330	
April	93,782	90,224	94,326	91,212	122,218	135,751	138,279	146,038	147,837	
Subtotal	1,054,055	1,044,479	1,052,164	1,046,048	1,520,643	1,475,415	1,642,746	1,679,249	1,805,325	
Plus:										
High Growth Jobs Now	37,743	37,801	37,266	36,909	9,192	89,348	61,771	-	37,987	
Rebuild Illinois						1,357,885	905,256	452,628		
Total	1,091,798	1,082,280	1,089,430	1,082,957	1,529,835	2,922,648	2,609,773	2,131,877		
Budget	1,025,000	1,067,287	1,095,000	1,095,000	1,085,000	1,715,000	1,620,000	1,650,000	1,750,000	1,790,000
Annual Inc in \$ only MFT Allocations	4.37%	-0.91%	0.74%	-0.58%	45.37%	-2.97%	11.34%	2.22%	1.23%	-3.23%



Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets
217-782-1662

Municipality Report

June 4, 2024

Bartlett

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR MAY, 2024

Beginning Unobligated Balance		\$8,785,112.17
Motor Fuel Tax Fund Allotment	\$71,574.16	
MFT Transportation Renewal Fund Allotment	\$72,078.17	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		\$143,652.33
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		\$8,928,764.50

PROCESSED TRANSACTIONS:

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

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

Month	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	Total Difference
May	738,677	562,075	552,308	565,171	827,513	415,461	693,410	1,304,763	988,791	1,100,016	
June	306,761	268,673	285,636	261,088	258,429	257,341	608,397	383,282	463,652		
July	432,821	383,442	377,861	353,016	386,474	408,647	545,787	647,045	617,724		
August	251,174	223,293	180,579	259,137	277,037	558,708	306,468	333,265	405,992		
September	239,229	243,902	212,997	252,907	245,191	316,571	323,647	362,169	368,502		
October	420,455	360,422	324,300	393,064	437,466	458,423	588,142	663,057	712,313		
November	277,231	241,907	244,065	283,096	285,514	309,760	337,156	419,871	479,810		
December	216,813	219,162	214,871	234,648	269,799	274,242	314,565	376,725	376,979		
January	406,804	354,337	313,145	341,897	377,110	436,922	560,065	611,766	655,603		
February	445,170	409,813	453,275	411,330	388,526	461,926	698,349	604,890	620,344		
March	257,723	214,499	227,873	247,673	288,908	318,357	302,694	358,254	403,200		
April	398,780	413,655	349,908	397,816	424,333	507,617	646,664	576,594	636,579		
Total	4,391,638	3,895,179	3,736,819	4,000,843	4,466,301	4,723,974	5,925,343	6,641,682	6,729,489	1,100,016	
LGDF @ 10%	5,489,548	4,868,974	6,145,469	7,037,087	7,767,480	7,855,193	9,777,794	10,844,504	10,514,038	1,700,179	
DIFFERENCE	(1,097,910)	(973,795)	(2,408,650)	(3,036,244)	(3,301,179)	(3,131,219)	(3,852,451)	(4,202,823)	(3,784,549)	(600,163)	(37,719,444)

LGDF Effective % Rate Changes

7/1/2010 - 10% to 6%

2/1/2015 - 6% to 8%

8/1/2017 - 8% to 5.45%

7/1/2018 - 5.45% to 5.75%

7/1/2020 - 5.75% to 6.06%

8/1/2022 - 6.06% to 6.16%

7/1/2023 - 6.16% to 6.47%



*Proclamation
National Night Out 2024
Tuesday, August 6, 2024*

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on Tuesday, August 6, 2024 entitled “National Night Out”; and

WHEREAS, the “41st Annual National Night Out” provides an exceptional opportunity for Bartlett, Illinois to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the Village of Bartlett plays a vital role in assisting Bartlett Police Department through joint crime, drug and violence prevention efforts in Bartlett, Illinois and has supported “National Night Out” locally since 1993; and

WHEREAS, it is essential all citizens of the Village of Bartlett be aware of the importance of crime prevention programs and understand the impact their participation can have on reducing crime, drugs and violence in Bartlett, Illinois; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are essential themes of the “National Night Out” program;

NOW, THEREFORE, I, VILLAGE PRESIDENT KEVIN WALLACE, do hereby call upon all citizens of Bartlett, Illinois to join the VILLAGE OF BARTLETT and the National Association of Town Watch in supporting the “41st Annual National Night Out” on Tuesday, August 6, 2024.

FURTHER, LET IT BE RESOLVED THAT I, VILLAGE PRESIDENT KEVIN WALLACE, do hereby proclaim Tuesday, August 6, 2024 as “NATIONAL NIGHT OUT” in Bartlett, Illinois.

Village Clerk

Village President



**A Proclamation Recognizing Code Enforcement Officer
Susan DuChesne upon her Retirement from the Village of Bartlett**

WHEREAS, after working in Hanover Park for three years, Susan DuChesne was hired as a code enforcement officer for the Village of Bartlett in August of 1997; and

WHEREAS, during her tenure with the village, Susan earned certifications with the International Code Council and the American Association of Code Enforcement as a Property Maintenance & Housing Inspector and a Code Official Safety Specialist, and also was elected to serve as secretary of the Illinois Association of Code Enforcement from 2013 to 2015; and

WHEREAS, her professional credentials attest to Susan's extensive knowledge and proficiency for enforcing the maintenance standards and conditions of all properties, buildings, and structures in our municipality and her expert ability to ensure that village structures are safe, sanitary, and fit for occupation; and

WHEREAS, when Bartlett experienced a major storm event and widespread flooding in September 2008, Susan assisted with flood assessment damage reports in the aftermath and was a key representative for her department in Emergency Services Disaster Tabletop Training Exercises and the Operation Safe School Training Exercise; and

WHEREAS, it was Susan who was tasked with presenting the village's first code enforcement case at a local adjudication hearing in 2015. Previously all cases were heard at Cook County housing court; and

WHEREAS, the village is forever appreciative that Susan made the investigation of code complaints, the enforcement of village ordinances and protecting the integrity of our community's public health, safety and welfare her full-time job for 27 years;

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, offer our many thanks to Code Enforcement Officer Susan DuChesne for her years of service. We are proud to have had you as an employee in the Village of Bartlett and we wish you a retirement free from worries about overgrown yards and rogue business signage and filled instead with many years of family fun, good health and much happiness.

Dated this 16th day of July 2024



Kevin Wallace, Village President



Agenda Item Executive Summary

AGENDA ITEM: Residences at Bartlett Station Extension BOARD OR COMMITTEE: Board

BUDGET IMPACT

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

Fund: N/A Corresponding Activity Measure: Implementation of TOD plan and Downtown Overlay District

EXECUTIVE SUMMARY

Ordinance 2021-74 granted a special use permit and plan approvals for the Residences of Bartlett Station Planned Unit Development. The Village previously entered into a purchase sale agreement and development agreement which have both been amended several times. The developer's deadline to commence construction were extended as part of the amendments.

The developer has represented that the construction of the project has been delayed due to external market conditions and is requesting the Village Board grant a one-year extension of the construction commencement deadline. If approved, construction of the first floor above grade must begin by July 16, 2025 or the Village Board would have the ability to revoke the PUD approvals. The ordinance also requires that the developer provide monthly written reports detailing the progress of construction.

ATTACHMENTS (PLEASE LIST)

Memo, ordinance

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Attract developers to invest in the downtown area

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

For Discussion Only

Resolution

Ordinance - Move to approve Ordinance 2024-____ An Ordinance Granting an Extension for Construction to Commence for the Residences at Bartlett Station PUD

Motion

MOTION:

Staff: Kristy Stone, PDS Director

Date: July 10, 2024



A Professional Corporation
140 South Dearborn Street, Suite 600
Chicago, IL 60603
www.ancelglink.com

Kurt S. Asprooth
kasprooth@ancelglink.com
(P) 312.604.9139
(F) 312.782.0943

MEMORANDUM

To: Paula Schumacher, Village Administrator

From: Kurt S. Asprooth

Subject: Ordinance Granting an Extension for Construction to Commence for the Residences at Bartlett Station PUD

Date: July 16, 2024

On August 17, 2021, the Village Board approved Ordinance 2021-74, which granted a special use permit and plan approvals for the Residences at Bartlett Station PUD (the “**PUD Approvals**”). The Residences at Bartlett Station is a proposed 90-unit apartment development located at the southwest corner of East Railroad Avenue and South Berteau Avenue, comprising approximately 1.87 acres (the “**Subject Property**”).

The Subject Property was previously owned by the Village. The Village entered into an agreement (the “**PSA**”) to sell the Subject Property to MMAJ, LLC (“**Developer**”) in 2020 and a Development Agreement that provided for the 90-unit apartment development. The PUD Approvals were required as part of the PSA and Development Agreement. The PSA and the Development Agreement were subsequently amended several times, most recently in February 2023. The closing on the sale of the Subject Property from the Village to the Developer was also extended as part of these amendments, along with the Developer’s deadlines to commence construction. The closing on the sale of the Subject Property from the Village to the Developer occurred on May 23, 2023.

The Developer has not commenced construction of the 90-unit apartment development within one year of acquiring title to the Subject Property. Section 10-9-11(A) of the Bartlett Zoning Ordinance requires construction in accordance with a final PUD plan to commence within one year or the PUD approvals are rendered null and void. However, Section 10-9-11(B) of the Bartlett Zoning Ordinance allows the Village Board to grant a one-year extension of the construction commencement deadline for good cause shown.

The Developer has represented to the Village that construction has been delayed due to external market conditions out of its control. The proposed Ordinance will extend the deadline for the Developer to commence construction until July 16, 2025. If the Developer does not commence construction by July 16, 2025, the PUD Approvals will, upon action of the Village Board, be revoked and become null and void.

ORDINANCE 2024 - _____

**AN ORDINANCE GRANTING AN EXTENSION FOR CONSTRUCTION TO
COMMENCE FOR THE RESIDENCES AT BARTLETT STATION PUD**

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

WHEREAS, MMAJ, LLC (the "**Developer**") is the developer of a 90-unit residential apartment building ("**Apartment Development**") on that certain real property consisting of approximately 1.87 acres located at the southwest corner of East Railroad Avenue and South Berteau Avenue in the Village, which is legally described on **Exhibit A** attached hereto (the "**Subject Property**"); and

WHEREAS, the Subject Property is currently owned by Blink Builders, LLC, which is an affiliated entity of MMAJ, LLC (the "**Owner**"); and

WHEREAS, on May 5, 2020, the Corporate Authorities of the Village passed Ordinance 2020-42, which approved authorized the sale of the Subject Property from the Village to the Developer pursuant to a Purchase and Sale Agreement (the "**PSA**") and a Development Agreement between the Village and the Developer (the "**Development Agreement**"); and

WHEREAS, the Village and the Developer subsequently agreed to the First Amendment to the PSA pursuant to Ordinance 2021-08, approved on January 19, 2021, to extend the Feasibility Approval under the PSA; and

WHEREAS, the Village and the Developer subsequently agreed to the Second Amendment to the PSA pursuant to ordinance 2021-37, approved on April 20, 2021, that further extend the Feasibility Approval Period under the PSA; and

WHEREAS, on August 17, 2021, the Corporate Authorities of the Village approved Ordinance 2021-74, which approved, among other things, (1) an amended Special Use Permit for a PUD on the Subject Property that authorized the Developer to construct the 90-unit residential Apartment Development; (2) an Amended Preliminary/Final PUD Plan and revised exhibits for the 90-unit residential Apartment Development known as the Residences at Bartlett Station; (3) several major design exceptions from the Downtown Overlay Zoning District; and (4) a plat of consolidation known as the "Residences at Bartlett Station Plat of Consolidation (collectively, the "**PUD Approvals**)"; and

WHEREAS, the Village and the Developer subsequently entered into an Amended Development Agreement, dated December 20, 2021, that provided, among

other approvals, (1) caps on donations and municipal fees to be paid by the Developer for the Apartment Development; (2) imposed requirements for the Developer to use certain consultants and pay prevailing wages for certain work on the Apartment Development; and (3) the granting by the Developer and the Owner to the Village of a right of first refusal and option to repurchase the Subject Property if the Developer or the Owner had not commenced construction of the Apartment Development within one (1) year from the date of the closing on the sale of the Subject Property from the Village to the Owner; and

WHEREAS, on February 21, 2023, the Corporate Authorities of the Village approved Ordinance 2023-13, which approved (1) the Third Amendment to the PSA that extended the closing date for the sale of the Subject Property; and (2) the Amendment to the Development Agreement that further extended the Developer and the Owner's deadline to commence construction on the Apartment Development to one (1) year from the date of the closing; and

WHEREAS, the closing of the sale of the Subject Property from the Village to the Owner occurred on May 22, 2023; and

WHEREAS, in March and April of 2024, the Owner and the Developer approached the Village with a request to amend the Development Agreement, including a request to extend the deadline for the Owner and the Developer to commence construction of the Apartment Development; and

WHEREAS, Section 10-9-11(A) of the Bartlett Zoning Ordinance requires that construction in accordance with an approved final PUD plan must commence within one year, and that failure to commence construction within such one period shall render the final plan approval of the PUD, all approvals upon which the final plan approval depends, and the special use permit for the PUD null and void; and

WHEREAS, Section 10-9-11(B)(2) of the Bartlett Zoning Ordinance authorizes the Village Board to extend the one-year construction time limit provided for under Section 10-9-11(A) for good cause shown up to a period of twelve (12) months; and

WHEREAS, the Village acknowledges that the Owner and the Developer were unable to commence construction until the closing on the sale of the Subject Property from the Village on May 22, 2023; and

WHEREAS, the Developer and Owner have represented to the Village that they have been unable to commence construction within the one-year period since acquiring title to the Subject Property on May 22, 2023, due to unfavorable market conditions; and

WHEREAS, the Developer and the Owner have requested that the Village Board grant an extension of the PUD Approvals pursuant to Section 10-9-11(B)(2) of the Bartlett Zoning Ordinance for a period of 12-months; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the public health, safety, and welfare of the Village and its residents to approve a single extension of the Developer and Owner's PUD Approvals as provided for herein.

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

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

Section 2. Extension of PUD Approvals. Pursuant to Section 10-9-11(B)(2) of the Bartlett Zoning Ordinance, the Corporate Authorities of the Village hereby approve an extension for a period of 12 months, or until July 16, 2025, for the Owner and the Developer to commence construction of the Apartment Development on the Subject Property. For the purposes of this Ordinance and to avoid any ambiguity, commencement of construction will mean the commencement of construction on the first floor above grade of the Apartment Development.

Section 3. Failure to Commence Construction. If the Owner and Developer fail to commence construction on the Apartment Development prior to July 16, 2025, all of the PUD Approvals will be revoked and become null and void; provided, however, that the Corporate Authorities will provide the Owner and the Developer seven (7) days' advance written notice and an opportunity to be heard at a Village Board Meeting prior to adopting an Ordinance revoking the PUD Approvals. In the event of revocation, the development and use of the Property will be governed solely by the applicable zoning regulations as they were prior to the adoption of the Developer's PUD Approvals and as the same may, from time to time, be amended.

Section 4. Progress Updates. Pursuant to Section 10-9-11(E) of the Zoning Ordinance, the Developer and the Owner must provide written reports on the progress of the Apartment Development to the Village on a monthly basis until construction is completed.

Section 5. Severability. In the event a court of competent jurisdiction finds this Ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

Section 6. Repeal and Saving Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or cause of action which shall have accrued to the Village of Bartlett prior to the effective date of this Ordinance.

Section 7. Effective Date. This Ordinance shall be in full force and effect after its passage and approval according to law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

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 Ordinance 2024- _____ enacted on July 16, 2024, and approved on July 16, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

AGENDA ITEM: Residences at Bartlett Station Second Amendment to the BOARD OR COMMITTEE: Board
Amended Development Agreement

BUDGET IMPACT

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

Fund: N/A

Corresponding Activity Measure: Implementation of TOD plan and Downtown Overlay District

EXECUTIVE SUMMARY

The Village previously entered into a purchase sale agreement and development agreement for the Residences at Bartlett Station, a 90-unit apartment development on property previously owned by the Village. Both agreements have been amended several times and the developer is requesting an additional amendment to allow the following changes:

- Replace the construction management consultant with Donovan Consulting Group LLC or a comparable company subject to the approval of the Village
- Eliminate requirement that the concrete foundation and plumbing contractors be union

As part of the amendment, the developer will be required to submit full revised architectural plans for the apartment development no later than September 30, 2024.

ATTACHMENTS (PLEASE LIST)

Memo, resolution with exhibit

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Attract developers to invest in the downtown area

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution - Move to approved Resolution 2024-___ A Resolution Approving the Second Amendment to the Amended Development Agreement Between the Village of Bartlett, Manny Rafidia, MMAJ, LLC, and Blink Buildings LLC
- Ordinance
- Motion

MOTION:

Staff: Kristy Stone, PDS Director

Date: July 10, 2024

MEMORANDUM

To: Paula Schumacher, Village Administrator
From: Kurt S. Asprooth
Subject: Second Amendment to the Residences at Bartlett Station Amended Development Agreement
Date: July 16, 2024

On May 5, 2020, the Village Board entered into a Development Agreement with MMAJ, LLC (“*Developer*”), for a 90-unit apartment development known as the Residences at Bartlett Station (the “*Development Agreement*”). The Residences at Bartlett Station is a proposed 90-unit apartment development located at the southwest corner of East Railroad Avenue and South Berteau Avenue, comprising approximately 1.87 acres (the “*Subject Property*”). The Subject Property was previously owned by the Village. In conjunction with the approval of the Development Agreement, the Village entered into an agreement (the “*PSA*”) to sell the Subject Property to the Developer.

The Development Agreement and the PSA were subsequently amended several times. The Developer has represented to the Village that further amendments to the Development Agreement are necessary based on changing market conditions and other external factors outside of the Developer’s control. The Developer has requested the following amendments:

- An amendment to replace the current construction management consultant, Guepard Group Corp., with Donovan Consulting Services, LLC. The Developer has indicated that the principal of Guepard Group has relocated out of the area.
- An amendment to revise the list of required union contractors. The Developer has represented that the costs for concrete and foundation work and plumbing work have risen significantly since the Development Agreement was approved in 2020. The Developer has requested that the Development Agreement be revised to eliminate the requirement for concrete foundation work and plumbing work to be paid prevailing union wages.

The proposed Second Amendment will approve the two requested amendments by the Developer and will also require the Developer to submit full revised architectural plans for the apartment development no later than September 30, 2024.

RESOLUTION 2024 - _____

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE AMENDED DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT, MANNY RAFIDIA, MMAJ, LLC, AND BLINK BUILDERS LLC

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

SECTION ONE: APPROVAL. The Second Amendment to the Amended Development Agreement between the Village of Bartlett, Manny Rafidia, MMAJ, LLC, and Blink Builders, LLC (the "Second Amendment"), a copy of which is appended hereto as Exhibit A and expressly incorporated herein by reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2024 - _____ enacted on July 16, 2024, and approved on July 16, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Exhibit A

**SECOND AMENDMENT TO THE AMENDED DEVELOPMENT AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT, MANNY RAFIDIA, MMAJ, LLC, AND
BLINK BUILDERS LLC**

(Attached on following page)

SECOND AMENDMENT TO THE AMENDED DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO THE AMENDED DEVELOPMENT AGREEMENT (this "*Second Amendment*"), dated _____, 2024 is entered into by and among the VILLAGE OF BARTLETT, an Illinois home-rule municipality located in Cook, Kane, and DuPage counties, Illinois (the "*Village*"); MANNY RAFIDIA, individually ("*Rafidia*"); MMAJ, LLC, an Illinois limited liability company ("*MMAJ*"); and BLINK BUILDERS, LLC, an Illinois limited liability company ("*Blink Builders*"). The Village, Rafidia, MMAJ, and Blink Builders are at times referred to herein individually as "*Party*" and jointly as "*Parties*."

RECITALS

WHEREAS, the Village, Rafidia, and MMAJ entered into a Development Agreement, dated May 5, 2020 ("*Original Agreement*"), regarding a parcel of real estate generally located at the southwest corner of East Railroad Avenue and South Berneau Avenue in Bartlett, Illinois ("*Property*"), as legally described in the Original Agreement; and

WHEREAS, the Original Agreement sets forth the terms and conditions for the development of a residential project on the Property commonly known as the Residences of Bartlett Station ("*Project*"); and

WHEREAS, the Parties entered into an Amended Development Agreement dated December 20, 2021 (the "*Amended Development Agreement*"); and

WHEREAS, the Parties approved an amendment to the Amended Development Agreement dated February 21, 2023, that revised Section 6 of the Amended Development Agreement (the "*First Amendment*"); and

WHEREAS, the Parties desire to further amend the Amended Development Agreement as more fully set forth in this Second Amendment to the Amended Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, it is agreed by the Parties as follows:

1. **Recitals**. The above stated Recitals are hereby incorporated in this Second Amendment as though fully stated herein.

2. **Amendment to Section 3(d)**. Subsection 3(d) of Section 3, titled "The Developer/General Contractor, Owner, Consultant and Subcontractor Team and Experience; Certain Union Contractors or Payment of Prevailing Wages to Certain Subcontractors," of the Amended Development Agreement is hereby amended as follows:

(d) MMAJ, LLC or Blink Builders, LLC will enter into a professional services consulting agreement with Donovan Consulting Services, LLC (or a comparable company subject to approval of the Village) to be on site on a regular basis throughout the construction and installation of the Project Improvements to provide MMAJ, LLC the following construction services on a consultant/advisor basis: Project management, due diligence, scheduling administrative services, including preparing RFI's, requests for qualifications ("RFQs"), requests for proposals ("RFPS"), subcontracts, contract compliance, code compliance, ADA compliance, quality control, OSHA compliance, and field inspections for the Project to the extent not provided by Pontarelli Construction Enterprises, Chtd.

3. **Amendment to Exhibit C - Union Contractors.** Exhibit C to the Amended Development Agreement, titled "Email Jay Goldbert to Bryan Mraz" is hereby amended to remove concrete and foundation work and plumbing work as trades that are required to pay not less than union or prevailing wages for work on the Project. The trades and trade subcontractors for the Project that are required to pay not less than union wages or prevailing wages as defined by the Prevailing Wage Act (820 ILCS 130/1, *et seq.*) are those listed on Exhibit A, which is attached to this Second Amendment and incorporated herein.

4. **Submission of Revised Plans.** MMAJ and Blink Builders must submit full revised architectural plans for the Apartment Development to the Village no later than September 30, 2024.

5. **Full Force and Effect.** Except as otherwise specifically modified by this Second Amendment, all other provisions of the Amended Development Agreement, including the First Amendment, shall remain in full force and effect. To the extent there is any conflict between the terms of this Amendment and the terms of the Amended Development Agreement, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment effective the date first above stated.

Village of Bartlett

MMAJ, LLC

By: _____
Kevin Wallace
Village President

By: _____
Munir ("Manny") Rafidia, Manager

Blink Builders, LLC

By: _____
Munir ("Manny") Rafidia, Manager

Munir ("Manny") Rafidia, individually

EXHIBIT A

**TRADES AND/OR TRADE SUBCONTRACTORS ON THE PROJECT REQUIRED
TO BE PAID NOT LESS THAN UNION WAGES OR PREVAILING WAGES**

1. Elevator (Schindler)
2. Sprinkler (Daly Fire Protection)
3. Precast (Mid-States Concrete Industries)
4. Roof Sheet Metal (Canam Steel Corp)
5. Structural Steel (Canam Steel Corp)
6. Electrical Generator (Equipment Energy Systems)



Agenda Item Executive Summary

AGENDA ITEM: Ignite the Courage Class D liquor license application BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount N/A Budgeted N/A

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

EXECUTIVE SUMMARY

Ignite the Courage has applied for a Class D liquor license for their Smoke and Irons Music Fest being held on August 9th -10th, 2024. The Class D liquor license allows for the retail sale of alcohol for a special event. The Smoke and Irons Music Fest will be located at the Apple Orchard Park off Stearns Road.

ATTACHMENTS (PLEASE LIST)

Staff memo dated 07/03/2024

Class D Application

Certificate of Insurance

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Enhance Community Events

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve the Class D Liquor License application submitted by Ignite the Courage for an event on August 9th -10th, 2024.

Staff: Samuel Hughes, Assistant to the Village Administrator

Date: 07/03/2024

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Assistant to the Village Administrator
Date: July 3, 2024
Re: Ignite the Courage Class D liquor license application

Ignite the Courage has applied for a Class D liquor license for their Smoke and Irons Music Fest being held on August 9th -10th, 2024. The Class D liquor license allows for the retail sale of alcohol for a special event. The Smoke and Irons Music Fest will be located at the Apple Orchard Park off Stearns Road.

The certificate of insurance has been received by the Village, and reviewed by the Village Attorney.

Motion

I move to approve the Class D Liquor License application submitted by Ignite the Courage for an event on August 9th -10th, 2024.



Village of Bartlett, IL

July 2, 2024

LQD-24-6

Liquor License Class D

Status: Active

Submitted On: 7/2/2024

Primary Location

620 W STEARNS RD
BARTLETT, IL 60103

Owner

BARTLETT PARK DISTRICT
W. Stearns Rd 696 W
STEARNS RD Bartlett, IL
60103

Applicant

Nick McLeod

847-845-6226

nmcleod@ignitethecourage.org

234 N. Oak Ave
Bartlett, IL 60103

Organization Information

Name of organization*

Ignite the Courage

Mailing address of organization*

234 N. Oak Ave

Organization Phone Number*

2243854572

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

*

Yes

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

Start Date of Event*

08/09/2024

Last Date of Event*

08/10/2024

HOURS OF OPERATION:

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

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

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

Start time of event* ⓘ

Friday, August 9th 4 pm; Saturday
August 10th 11 am

End time of event* ⓘ

Friday, August 9th 11 pm; Saturday,
August 10th 11 pm

Description of area to be utilized for the special event*

Apple Orchard Park

AFFIDAVIT

The undersigned swears (or affirms) that the Corporation in whose name this application is made 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 United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief.

I agree that my electronic signature is equivalent to a handwritten signature and is binding for all purposes related to this transaction*

✓ Nicholas P McLeod
Jun 21, 2024

I hereby certify that as the applicant, I*
am the president of the organization.



Agenda Item Executive Summary

AGENDA ITEM: Hanover Township Food Truck Festival BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount N/A Budgeted N/A

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

EXECUTIVE SUMMARY

Attached for your consideration is an application from Hanover Township for a Class D Liquor License on September 19, 2024. The license will be used for the Food Truck Festival event located at 240 S. Route. 59.

ATTACHMENTS (PLEASE LIST)

Staff memo dated 06/28/2024

Class D Application

Certificate of Insurance

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Enhance Community Events

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: MOTION: I move to approve the Class D Liquor License application submitted by Hanover Township for their Food Truck Festival on September 19, 2024.

Staff: Samuel Hughes, Sr. Management Analyst

Date: 06/28/2024

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Samuel Hughes, Senior Management Analyst
Date: 6/28/2024
Re: Hanover Township Food Truck Festival Class D

Hanover Township has submitted an application for a Class D liquor license for their Food Truck Festival event being held on Thursday, September 19, 2024. The Class D liquor license allows for the retail sale of alcohol for a special event.

The certificate of insurance has been received by the Village and reviewed by the Village Attorney.

Motion

I move to approve the Class D Liquor License application submitted by Hanover Township for their Food Truck Festival on September 19, 2024.



Village of Bartlett, IL

July 2, 2024

LQD-24-5

Liquor License Class D

Status: Active

Submitted On: 7/1/2024

Primary Location

240 S ROUTE 59
BARTLETT, IL 60103

Owner

HANOVER TOWNSHIP SENIOR
CENTER
S IL ROUTE 59 240 BARTLETT, IL
60103-1648

Applicant

Megan Conway
 630-483-5671
 mconway@hanover-
township.org
 240 S IL Route 59
Bartlett, IL 60103

Organization Information

Name of organization*

Hanover Township

Mailing address of organization*

250 S IL Route 59, Bartlett, IL 60103

Organization Phone Number*

6308370301

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

*

No

Start Date of Event*

09/19/2024

HOURS OF OPERATION:

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

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

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

Start time of event*

0500 PM

End time of event*

0800 PM

Description of area to be utilized for the special event*

The parking lot of the Hanover Township William Tiknis Campus.

AFFIDAVIT

The undersigned swears (or affirms) that the Corporation in whose name this application is made 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 United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief.

I agree that my electronic signature is equivalent to a handwritten signature and is binding for all purposes related to this transaction*

Megan Conway
Jul 1, 2024

I hereby certify that as the applicant, I* am the president of the organization.



Agenda Item Executive Summary

AGENDA ITEM: An Ordinance Amending the Bartlett Municipal Code Regarding Noise Limitations

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount \$ 0 **Budgeted** \$

Fund: Corresponding Activity Measure: Police Department Responded to 284 Noise Complaints

EXECUTIVE SUMMARY

Attached is an ordinance amending the Bartlett Municipal Code regarding noise limitations.

The police department is requesting amendments to three sections of the Village Code that pertain to noise limitations. Section 4-3-4 "Excessive Noise," Section 3-22-2 "Amplifier Regulations," and Section 1-15-4 "Complaints and Notices of Hearing Procedures."

The amendments to Section 4-3-4 would add residential to the areas the excessive noise ordinance would apply and remove all language regarding special permits to allow a property owner to exceed the village's noise maximums. The Village has not issued any special use permits in the past, and the amplifier permit requirements in Section 3-22-2 address this issue.

The amendments to Section 3-22-2 would add an amplifier definition. Modify the time and distance requirements for the operation of an amplifier within the Village to the following: operating an amplifier between the hours of 8 a.m. and 10 p.m. Sunday - Thursday beyond the distance of 150 feet from the point of origin will be presumed unreasonable. After 10 p.m. beyond a distance of 75 feet is presumed to be unreasonable. Friday and Saturday 8 a.m. and 11 p.m. operating an amplifier beyond 150 feet will be presumed unreasonable. After 11 p.m. - 8 a.m. beyond a distance 75 feet will be presumed unreasonable. No more than six (6) amplifier permits to be issued to a private residence each calendar year. Remove subsection E since the Village cannot restrict profanity alone under the first amendment. Add a penalty section in which a fine of not less than seventy-five dollars (\$75.00) nor more than seven hundred fifty dollars (\$750.00) could be imposed on violators for each offense.

The amendments to Section 1-15-4 would add Section 4-3-4 and Section 3-22-2 to the list of offenses which allow first time violators the option of avoiding an in-person appearance at an administrative hearing by paying a fine of one hundred dollars (\$100.00) within ten (10) days after service of the notice of violation.

The proposed amendments to the Village Code would allow for enforcement action to be taken if a noise violation occurred and was not abated. The Village Board requested a review of the ordinance after six (6) months of enforcement.

ATTACHMENTS (PLEASE LIST)

Memo, Ordinance

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: CONTINUE TO ENHANCE AND IMPROVE EFFICIENCY OF SERVICE DELIVERY METHODS AND APPROACHES

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Ordinance 2024 - _____, An Ordinance Amending the Bartlett Municipal Code Regarding Noise Limitations.

Staff: Rob Sweeney, Deputy Chief of Operations

Date: July 16, 2024

POLICE DEPARTMENT MEMORANDUM
24-25

DATE: July 16, 2024

TO: Paula Schumacher, Village Administrator

FROM: Rob Sweeney, Deputy Chief of Operations

RE: Ordinance Amending the Bartlett Municipal Code Regarding Noise Limitations

In the last year, the Police Department responded to 284 noise complaints throughout the village. Many of these complaints occurred in residential areas, specifically 92 complaints were received from the residents of the Bartlett Lake apartment complex.

Section 4-3-4 of the Village Code "Excessive Noise," currently states, no person shall cause or allow sound beyond the boundaries of said person's property located within any industrial, business, or public land area that unreasonably interferes with the enjoyment of life or with any lawful business and/or activity.

The amendments to Section 4-3-4 of the Village Code would add residential to the areas the excessive noise ordinance would apply and remove all language regarding special permits to allow a property owner to exceed the village's noise maximums. The Village has not issued any special permits in the past, and the amplifier permit requirements in Section 3-22-3 of the Village Code address this issue.

The amendments to Section 3-22-2 of the Village Code "Amplifier Regulations," are to add an amplifier definition and modify the time and distance requirements for the operation of an amplifier within the Village. The proposed amendments state that the operation of an amplifier between the hours of 8:00 a.m. and 10:00 p.m. Sunday through Thursday, and between the hours of 8:00 a.m. and 11:00 p.m. on Friday and Saturday, in such a manner as to be plainly audible at a distance of one hundred fifty (150) feet from the point of origin will be presumed to be unreasonably loud. It would also state that the operation of an amplifier between the hours of 10:00 p.m. and 8:00 a.m. Sunday through Thursday, and between the hours of 11:00 p.m. and 8:00 a.m. on Friday and Saturday, in such a manner as to be plainly audible at a distance of seventy-five (75) feet from the point of origin will be presumed to be unreasonably loud. Subsection E would be removed since the Village cannot restrict profanity alone under the First Amendment. The Village can rely on its general nuisance abatement authority if there are other concerns with the sound/music from an amplifier outside of profane language. The Village would require an amplifier permit for any noise that was plainly audible at a distance of greater than one hundred fifty (150) feet and would limit the number of amplifier permits issued to private residences to six (6) per calendar year. A penalty

section was added in which a fine of not less than seventy-five dollars (\$75.00) nor more than seven hundred fifty dollars (\$750.00) could be imposed on violators for each offense.

The amendments to Section 1-15-4 of the Village Code "Complaints and Notices of Hearing Procedures" were to include Section 4-3-4 "Excessive Noise" and Section 3-22-2 "Amplified Noise Limitations" to the offenses which allow first time violators the option of avoiding an in-person appearance at an administrative hearing by paying a fine of one hundred dollars (\$100.00) within ten (10) days after service of the notice of violation.

These proposed amendments to the Village Code would allow for enforcement action to be taken if a noise violation occurred in residential areas of the Village and was not abated.

ORDINANCE 2024 - _____

**AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE REGARDING
NOISE LIMITATIONS**

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

WHEREAS, the Village has previously adopted regulations governing excessive noise and established prohibitions and permitting procedures for the use of amplifiers; and

WHEREAS, the Village finds it in the public interest to revise and clarify the Village's regulations prohibiting excessive noise and the use of amplifiers as set forth in this Ordinance.

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

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

SECTION 2. Amendment to Section 1-15-4 of the Village Code. That Section 1-15-4, "Complaints and Notices of Hearing Procedures," of Chapter 15, "Administrative Adjudication of Nonvehicular Ordinance Violations," of Title 1, "Administrative," of the Bartlett Municipal Code is hereby amended as follows (additions in **bold and underline**, deletions in **~~bold and strikethrough~~**):

"1-15-4: COMPLAINTS AND NOTICES OF HEARING PROCEDURES:

The system of administrative adjudication of nonvehicular regulations violations shall be conducted in accordance with the following procedures to assure defendants are afforded due process of law:

A. Issuance Of Violation Notices And Citations: Violation notices may be issued by any authorized person and shall contain information and shall be served, certified and have evidentiary value as hereinafter stated. Certain violation notices may be issued in the form of an "LA" citation allowing the recipient to pay the stated fine prior to any hearing. If the recipient fails to pay the required fine within the allotted time under the "LA" citation, the violation notice will be processed through the administrative adjudication system as otherwise provided for in this chapter.

Options for persons charged with certain offenses:

1. Persons charged **for the first time** with a violation of the following sections and/or subsections: subsection 5-3-2A, "Disorderly Conduct"; C, "False Alarms"; D, "Loitering On Public Property Or In Public Places"; E, "Loitering On Business Property"; 5-3-3D, "Trespassing Prohibited"; section 5-5-1, "Curfew"; 5-5-3, "Truancy Prohibited"; subsection 7-1-8A, "Obstruction"; section 8-6-1, "Discharge, Exhibition Prohibited"; **Section 4-3-4, "Excessive Noise"; and Section 3-22-2, "Amplified Noise Limitations"**, this Code, shall have the option of avoiding an appearance at an administrative hearing by paying a mandatory fine of one hundred dollars (\$100.00) within ten (10) days after service of the notice of violation. Payment of the fine is an admission of liability and will act as a final determination of liability disposition of the violation.

2. Persons charged with a violation listed in section 1-4-6 of this title shall have the option of avoiding penalties and an appearance at an administrative hearing by timely paying the fine and following the procedures set forth in section 1-4-7, "Penalties And Settlement Procedures For Certain LA Offenses", of this title. Payment of the fine is an admission of liability and will act as a final determination of liability disposition of the violation.

[...]"

SECTION 3. Amendment to Section 4-3-4 of the Village Code. That Section 4-3-4, "Excessive Noise," of Chapter 3, "Nuisances," of Title 4, "Health and Sanitation," of the Bartlett Municipal Code is hereby amended as follows (additions in **bold and underline**, deletions in **~~bold and strikethrough~~**):

"4-3-4: EXCESSIVE NOISE:

[...]

C. **Excessive Noise Prohibited** ~~Noise Limits:~~ Except as provided in subsection D of this section, no person shall **make, continue, or cause to be made or continued any excessive, unnecessary or unreasonably loud noise that disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others within the Village.** ~~cause or allow sound beyond the boundaries of said person's property located within any industrial, business or public land area that unreasonably interferes with the enjoyment of life, disturbs or with any lawful business and/or activity.~~ **For properties located in industrial, business, or public land area, noise will be presumed to be excessive or unreasonably loud** if it ~~or so as to~~ **exceeds** the applicable limits established in sections 901.102, 901.103, 901.104, 901.105 and/or 901.106 adopted in subsection A of this section. **This subsection shall not be construed as requiring the Village to cite a person or property owner for violations of this section, if, in the discretion**

of the Village, the Village determines that it is in the best interests of the public health, safety, and welfare to utilize other lawful means to gain compliance.

D. Exceptions. The provisions herein shall not be construed to prohibit, restrict, penalize, enjoin or in any manner regulate sounds emitted from any of the following:

1. Emergency warning devices and unregulated safety relief valves.
2. Agricultural field machinery used during daytime hours. For the purposes of this subsection, grain dryers operated off the farm shall not be considered agricultural field machinery.
3. Lawn care maintenance equipment used between the hours of seven o'clock (7:00) A.M. and nine o'clock (9:00) P.M. Mondays through Fridays, inclusive, and between the hours of eight o'clock (8:00) A.M. and nine o'clock (9:00) P.M. on Saturdays, Sundays and nationally recognized holidays; on golf course property at any time; and park district owned and/or operated property at any time.
4. Equipment being used for construction between the hours of seven o'clock (7:00) A.M. and nine o'clock (9:00) P.M. on Mondays through Fridays, inclusive, and between the hours of eight o'clock (8:00) A.M. and nine o'clock (9:00) P.M. on Saturdays and Sundays.
5. The operation of any vehicle registered for highway use while such vehicle is being operated in the course of ingress to and egress from a highway.
- ~~6. Noncommercial public speaking and public assembly activities conducted on any public space or public right of way occurring between the hours of seven o'clock (7:00) A.M. and nine o'clock (9:00) P.M., and if sound will be amplified in connection therewith, when an amplifier permit has been issued by the corporate authorities pursuant to the applicable provisions of this code.~~
- 67.** Playlots or tot lots, playgrounds, playfields or athletic fields, recreational centers, gymnasiums, athletic clubs or swimming pools.
- 78.** Organized amateur or professional sporting activities.
- ~~9. A permitted activity pursuant to a special variance as set forth in subsection I of this section, subject to the terms, conditions and restrictions of said special variance.~~

810. Railroad trains in transit through the village.

910. Operation of snow removal equipment on streets and/or rights of way, including the loading and unloading of salt, sand or similar substances into said vehicles on any public land area.

1012. Operation of street sweepers on streets and/or rights of way between the hours of seven o'clock (7:00) A.M. and nine o'clock (9:00) P.M.

1113. The testing of a stand by or emergency generator ("generator") and the operation of said generator during periods when the primary source of power has been interrupted or has otherwise been disrupted. This exception shall not apply, however, to the use of any power cogeneration equipment operated by any person within the village.

1214. Noise emissions associated with a lawfully organized and supervised civic or public celebration or parade.

~~15. Emissions of sound from any area that is not zoned as industrial, business and/or public lands areas as these terms are defined herein.~~

1316. Permitted activities pursuant to a carnival license or amplification permit subject to the terms and conditions of said license or permit.

E. Territorial Applicability. Nothing in this section shall be construed as regulating any noise emissions originating outside of the Village. This section shall be construed as applying to all sounds ~~emitted from industrial, business and/or public land areas~~, regardless of whether said sounds affect receiving areas located within the village or outside the village.

F. Other Private Or Public Action Not Impaired: Nothing in this section shall be construed to impair any cause of action, or legal remedy therefor, including actions under the rules and regulations of the Illinois environmental protection agency and Illinois pollution control board, or either of them, of any person or the public arising from the emission or release of noise from any source whatever.

G. Abatement Of Noise Source: Upon finding of a violation of the standards herein established, the person causing or permitting the noise to continue shall be advised of the violation and given an opportunity to abate the noise level, ~~to an acceptable standard within such time period provided in a special permit granted by the corporate authorities pursuant to subsection I of this section. In the event the violator fails to apply for a special permit in order to abate the noise level within the time prescribed in a notice sent by the community development director, the village may proceed to enforce this section against the violator.~~

H. Inspections: Any village law enforcement officer, or code enforcement official, in addition to any other authority vested in said officer or official, has the power, upon presentation of proper credentials, to enter and inspect any property, building, structure or premises within the village as may be necessary to enforce the provisions of this section, provided permission is obtained from the occupant or, in the case of unoccupied property, from the owner or his agent. If such permission is refused, or is otherwise unobtainable, a search warrant must be obtained upon the showing of probable cause to believe that a violation of this section may exist, before such entry or inspection is made. Notwithstanding the foregoing, however, such permission shall not be required from a person believed to be in violation if such permission is attained from adjoining landowners to perform said inspections and testing.

~~I. Special Permit: The corporate authorities shall have the authority, consistent with this section, to grant a temporary special permit as follows:~~

~~1. Any person seeking a special permit pursuant to this section shall file an application with the corporate authorities. The application shall contain information which demonstrates that bringing the source of sound or activity for which the special variance is sought into compliance with this section would constitute an unreasonable hardship on the applicant, on the community or on other persons. Notice of an application for a special permit shall be given by the applicant for a special permit to the owners of property within two hundred fifty feet (250') of the property upon which the applicant's activity or proposed activity that is generating or will generate sound emissions. Any person who claims to be adversely affected by allowance of a special permit may file an objection with the corporate authorities containing any information to support his, her or its claim.~~

~~2. In determining whether to grant or deny the application, the corporate authorities shall consider the following factors: a) the hardship to the applicant, the community and other persons of not granting the special permit, including the cost of complying with permitted noise levels; and b) the adverse impact on the health, safety and welfare of persons affected; the adverse impact on property affected; and any other adverse impact of granting the special permit, including the level and duration of sound emissions. Applicants for a special permit and persons contesting a special permit may be required to submit any information the corporate authorities may reasonably require. In granting or denying an application, the corporate authorities shall place on public file a copy of the decision and the reasons for denying or granting the special permit.~~

~~3. The corporate authorities may grant a special permit license to the applicant containing all necessary conditions, including a time limit on the permitted activity. The special permit shall not become effective until all conditions have been satisfied by the applicant. Noncompliance with any condition subsequent to issuance of the special permit shall be grounds to terminate it and~~

~~subject the person holding it to the provisions of this section regulating the source of sound or activity for which the special permit was granted.~~

~~4.—Application for extension of time limits specified in special permits or for modification of other substantial conditions shall be treated like applications for initial special permits.~~

~~5.—Enforcement of this section may be stayed by the corporate authorities as to any person filing an application for a special permit pursuant to this section, until such time as the application is acted upon by the corporate authorities, if the corporate authorities determine that any ongoing violations do not constitute a nuisance and/or are not a threat to the health, safety and welfare of persons residing in any residential areas adjacent to or in close proximity to the applicant's property.~~

IJ. Nuisance, Injunction: Any violation of this section is declared to be a nuisance. In addition to any other relief provided herein, the village attorney and/or the village prosecutor may apply to a court of competent jurisdiction for an injunction to prohibit the continuation of any violation of this section. Such application for relief may include seeking a temporary restraining order, preliminary injunction and/or permanent injunction.

JK. Penalty: Any person violating any provision of this section shall be fined not less than seventy-five dollars (\$75.00) nor more than seven hundred fifty dollars (\$750.00) for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.”

SECTION 4. Amendment to Section 3-22-2 of the Village Code. That Section 3-22-2, “Amplifier Regulations,” of Chapter 22, “Amplifiers,” of Title 3, “Business and License Regulations” of the Bartlett Municipal Code is hereby replaced in its entirety with the following:

“

Chapter 22 AMPLIFIERS

3-22-1: AMPLIFIER DEFINED: Any device, instrument or machine that creates or amplifies the human voice, a musical instrument, music, or any other sound, including but not limited to any speaker, portable speaker, bullhorn, public address system, any sound amplifier that is part of or connected to any speaker system, radio, stereo, microphone, phone, television, computer or other sound source for the purpose of communication or entertainment.

3-22-2: AMPLIFIED NOISE LIMITATIONS:

A. No person or entity shall operate an amplifier within the Village at an unreasonably loud level that disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others within the Village, unless otherwise authorized pursuant to an amplifier permit.

B. The operation of an amplifier between the hours of 8:00 a.m. and 10:00 p.m. Sunday through Thursday, and between the hours of 8:00 a.m. and 11:00 p.m. on Friday and Saturday, in such a manner as to be plainly audible at a distance of one hundred fifty (150) feet from the point of origin will be presumed to be unreasonably loud.

C. The operation of an amplifier between the hours of 10:00 p.m. and 8:00 a.m. Sunday through Thursday, and between the hours of 11:00 p.m. and 8:00 a.m. on Friday and Saturday, in such a manner as to be plainly audible at a distance of seventy-five (75) feet from the point of origin will be presumed to be unreasonably loud.

3-22-3: AMPLIFIER PERMIT REGULATIONS:

A. No person or entity shall operate an amplifier in the Village in a manner as to be plainly audible at a distance of 150 feet or more from its point of origin between the hours of 8 AM to the hour of 10 PM Sunday through Thursday and between the hours of 8:00 AM to the hour of 11:00 PM Friday and Saturday without first having secured an amplifier permit issued by the Community Development Director or designee.

B. No permittee shall use or operate or employ any such device within the radius of two (2) blocks from any hospital or within the radius of two (2) blocks of any religious institution while services are being held therein.

C. The hours to use, operate or employ any such amplified device pursuant to an amplifier permit within the Village limits shall be between the hours of 8:00 a.m. and 10:00 p.m. Sunday through Thursday, and between the hours of 8:00 a.m. and 11:00 p.m. on Friday and Saturday.

D. This Section shall not apply to noise devices, bands, or other musical devices used in a public parade or procession which is operated under a permit in accordance with the ordinances of the Village.

E. Whenever the Planning & Development Services Director or designee determines that it is in the public interest, an extended amplifier permit may be issued authorizing a permittee to use such devices in the Village for not more than five (5) days at a time during such hours as the Planning & Development

Services Director or designee may establish in such an extended amplifier permit, not before six o'clock (6:00) A.M.

F. An amplifier permit may be denied by the Planning & Development Services Director or designee from an applicant who has previously received documented complaints by the Police Department or Code Enforcement of excessive noise or extending the amplification beyond the permitted hours of operation. The Planning & Development Services Director may impose limitations and conditions as part of any amplifier permit to protect the health, peace, and safety of others within the Village.

G. No more than six (6) amplifier permits will be issued for any private property within any calendar year.

3-22-4: PENALTY: Any person operating an amplifier or similar device in violation of this Chapter shall be fined not less than seventy-five dollars (\$75.00) nor more than seven hundred fifty dollars (\$750.00) for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues. This subsection shall not be construed as requiring the Village to cite a person or property owner for violations of this section, if, in the discretion of the Village, the Village determines that it is in the best interests of the public health, safety, and welfare to utilize other lawful means to gain compliance."

SECTION 5. 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 6. Repeal and Saving Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or cause of action which shall have accrued to the Village of Bartlett prior to the effective date of this Ordinance.

SECTION 7. Effective Date. This Ordinance shall be in full force and effect after its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2024- _____ enacted on _____, 2024, and approved on _____, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

AGENDA ITEM: A RESOLUTION APPROVING THE THIRD EXTENSION OF THE TOWING SERVICES AGREEMENT WITH BLOOMINGDALE RESCUE RECOVERY, INC.

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount N/A **Budgeted** N/A

Fund: N/A **Corresponding Activity Measure:** Initiate 2025 Tow Contract RFP

EXECUTIVE SUMMARY

Attached is A Resolution Approving the Third Extension of the Towing Services Agreement with Bloomingdale Rescue Recovery, Inc.

The Village of Bartlett's original towing agreement with Bloomingdale Rescue Recovery, Inc. is set to expire on January 31, 2025. The police department is requesting the Village Board to approve the Third Extension of the Towing Services Agreement with Bloomingdale Rescue Recovery, Inc. for a period of two years, beginning on February 1, 2025, and ending on January 31, 2027. The Third Extension of the Towing Services Agreement will be based upon the same terms and conditions as the original towing agreement entered on March 19, 2019.

ATTACHMENTS (PLEASE LIST)

Police Department Memo

A Resolution Approving the Third Extension of the Towing Services Agreement with Bloomingdale Rescue Recovery, Inc.

Third Extension of Towing Services Agreement

Original Towing Agreement

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: CONTINUE TO ENHANCE AND IMPROVE EFFICIENCY OF SERVICE DELIVERY METHODS AND APPROACHES

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I Move to Approve Resolution 2024 - ____ A Resolution Approving the Third Extension of the Towing Services Agreement with Bloomingdale Rescue Recovery, Inc.

Staff: Geoffrey Pretkelis, Chief of Police

Date: July 16, 2024

POLICE DEPARTMENT MEMORANDUM
24-26

DATE: July 16, 2024

TO: Paula Schumacher, Village Administrator

FROM: Geoffrey Pretkelis, Chief of Police

RE: A Resolution Approving the Third Extension of the Towing Services Agreement with Bloomingdale Rescue Recovery, Inc.

The Village of Bartlett's original towing agreement with Bloomingdale Rescue Recovery, Inc. is set to expire on January 31, 2025. The police department is requesting the Village Board to approve the Third Extension of the Towing Services Agreement with Bloomingdale Rescue Recovery, Inc. for a period of two years, beginning on February 1, 2025, and ending on January 31, 2027. The Third Extension of the Towing Services Agreement will be based upon the same terms and conditions as the original towing agreement entered on March 19, 2019.

The police department does not have any issues or concerns with Bloomingdale Rescue Recovery, Inc. Since 2021, Bloomingdale Rescue Recovery, Inc. has performed more than 1,840 police department-requested tows for service. Since 2020, the police department has conducted three inspections at Bloomingdale Rescue Recovery, Inc. and found it to be in compliance with the terms and conditions of the original towing agreement.

THIRD EXTENSION OF TOWING SERVICES AGREEMENT

This Third Extension of the Towing Services Agreement by and between Bloomingdale Rescue Recovery, Inc. (the “*Contractor*”) and the Village of Barlett, an Illinois municipal corporation and home rule unit of government of Cook, DuPage, and Kane Counties, Illinois (the “*Village*”) is entered into on this _____ day of June, 2024.

RECITALS:

WHEREAS, the Contractor and Village entered into a certain Towing Services Agreement dated March 19, 2019 (the “*Original Towing Agreement*”) and which provides that the Original Towing Agreement may be extended by mutual agreement of the Village and the Contractor (collectively the “*Parties*”) upon the same terms and conditions as set forth in the Original Towing Agreement, and that the Village Administrator is authorized to grant any such extension on behalf of the Village; and

WHEREAS, the Parties have previously extended the term of the Original Towing Agreement through the First Extension, dated December 22, 2020, and the Second Extension, dated January 20, 2023; and

WHEREAS, the Parties desire to further extend the term of the Original Towing Agreement pursuant to this Third Amendment.

NOW THEREFORE, in consideration of the foregoing and as acknowledged and agreed to in the Original Towing Agreement and its extension, and the third extension herein granted, the receipt and sufficiency of which is hereby acknowledged by the Parties IT IS HEREBY MUTUALLY agreed a follows:

1. The foregoing recitals are expressly incorporated herein and are made a part of this Third Extension of the Towing Services Agreement.
2. Amendment to Section 22 of the Original Towing Agreement. Section 22 of the Original Towing Agreement is hereby deleted in its entirety and replaced with the following:

“The term of this Agreement will run for a period of two years, beginning on February 1, 2025, and ending on January 31, 2027. The Parties may mutually agree to additional extensions of this Agreement upon the same terms and conditions. The Village Administrator is authorized to extend this Agreement on behalf of the Village.”
3. Continuing Effect. All other terms and conditions set forth in the Original Towing Agreement, except as expressly modified by this Third Amendment, shall remain in full force and effect.

VILLAGE

Dated: _____

VILLAGE OF BARTLETT

By: _____

Paula Schumacher
Village Administrator

CONTACTOR

Dated: _____

BLOOMINGDALE RESCUE &
RECOVERY, INC.

By: _____

Its President

RESOLUTION 2024 - _____

A RESOLUTION APPROVING THE THIRD EXTENSION OF THE TOWING SERVICES AGREEMENT WITH BLOOMINGDALE RESCUE RECOVERY, INC.

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

SECTION ONE: APPROVAL. The Third Extension of the Towing Services Agreement between the Village of Bartlett and Bloomingdale Rescue Recovery, Inc., (“Agreement”), a copy of which is appended hereto as Exhibit A and expressly incorporated herein by reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

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 2024 - _____ enacted on July 16, 2024, and approved on July 16, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Exhibit A

THIRD EXTENSION OF THE TOWING SERVICES AGREEMENT

(Attached on following page)

FIRST EXTENSION OF TOWING SERVICES AGREEMENT

This First Extension of Towing Services Agreement is entered of this ____ day of December, 2020 by and between Bloomingdale Rescue Recovery, Inc. (the "Contractor") and the Village of Bartlett, an Illinois municipal corporation and home rule unit of government of Cook, DuPage, and Kane Counties, Illinois (the "Village")

RECITALS:

WHEREAS, the Contractor and the Village entered into a certain Towing Services Agreement dated March 19, 2019 (the "Original Towing Agreement") which has an Initial Term that expires on January 31, 2021, and which provides that the Original Towing Agreement may be extended up to two additional 2 year terms by mutual agreement of the Village and the Contractor (collectively the "Parties") upon the same terms and conditions as set forth in the Original Towing Agreement, and that the Village Administrator is authorized to grant any such extension on behalf of the Village;

NOW, THEREFORE, in consideration of the foregoing and as acknowledged and agreed to in the Original Towing Agreement and the extension herein granted, the receipt and sufficiency of which is hereby acknowledged by the Parties IT IS HEREBY MUTUALLY AGREED as follows:

1. The foregoing Recitals are expressly incorporated herein and are made a part of this First Extension of the Towing Services Agreement

2. The Initial Term of the Original Towing Agreement is hereby extended for an additional two-year term beginning February 1, 2021 and ending January 31, 2023 (the "First Extended Term") upon and subject to the same terms and conditions as set forth in the Original Towing Agreement.

VILLAGE

CONTRACTOR

Dated: 12.22.2020

Dated: 12-22-2020

VILLAGE OF BARTLETT

BLOOMINGDALE RESCUE &
RECOVERY, INC.

By: Paula Schumacher
Paula Schumacher
Village Administrator

By: Brewster Scoville
Its President
Brewster Scoville

SECOND EXTENSION OF TOWING SERVICES AGREEMENT

This Second Extension of Towing Services Agreement is entered of this 20TH day of January, 2023 by and between Bloomingdale Rescue Recovery, Inc. (the "Contractor") and the Village of Bartlett, an Illinois municipal corporation and home rule unit of government of Cook, DuPage, and Kane Counties, Illinois (the "Village")

RECITALS:

WHEREAS, the Contractor and the Village entered into a certain Towing Services Agreement dated March 19, 2019 (the "Original Towing Agreement") which has an Initial Term that expires on January 31, 2021, and which provides that the Original Towing Agreement may be extended up to two additional 2 year terms by mutual agreement of the Village and the Contractor (collectively the "Parties") upon the same terms and conditions as set forth in the Original Towing Agreement, and that the Village Administrator is authorized to grant any such extension on behalf of the Village;

NOW, THEREFORE, in consideration of the foregoing and as acknowledged and agreed to in the Original Towing Agreement and the second extension herein granted, the receipt and sufficiency of which is hereby acknowledged by the Parties IT IS HEREBY MUTUALLY AGREED as follows:

1. The foregoing Recitals are expressly incorporated herein and are made a part of this Second Extension of the Towing Services Agreement
2. The Initial Term of the Original Towing Agreement is hereby extended for an additional two-year term beginning February 1, 2023 and ending January 31, 2025 (the "Second Extended Term") upon and subject to the same terms and conditions as set forth in the Original Towing Agreement.

VILLAGE

Dated: 1/6/23

VILLAGE OF BARTLETT

By: Paula Schumacher
Paula Schumacher
Village Administrator

CONTRACTOR

Dated: 1/20/2023

BLOOMINGDALE RESCUE &
RECOVERY, INC.

By: Tim Bohm
Its President

RESOLUTION 2019-23-R

**A RESOLUTION APPROVING OF THE TOWING SERVICES
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND
BLOOMINGDALE RESCUE & RECOVERY, INC.**

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

SECTION ONE: The Towing Services Agreement between the Village of Bartlett and Bloomingdale Rescue & Recovery, Inc. dated March 19, 2019 (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:

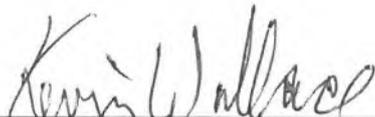
AYES: Trustees Camerer, Carbonaro, Deyne, Hopkins, Reinke

NAYS: None

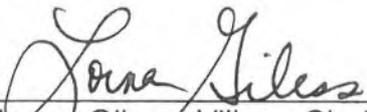
ABSENT: Trustee Gabrenya

PASSED: March 19, 2019

APPROVED: March 19, 2019

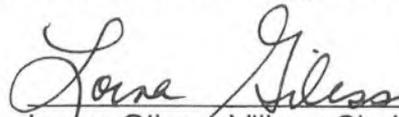

Kevin Wallace, Village President

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 2019-23-R enacted on March 19, 2019, and approved on March 19, 2019 as the same appears from the official records of the Village of Bartlett.


Lorna Giles, Village Clerk



TOWING SERVICES AGREEMENT

Effective Date: _____, 2019

CONTRACTOR: Bloomington's Resolute Recovery, Inc. ("Contractor")
155 W. LAKE ST.
Bloomington IL 61708

VILLAGE: Village of Bartlett ("Village")
228 South Main Street
Bartlett, Illinois 60103
630-837-0800

TERM:

We, the authorized signatories, on behalf of the aforementioned Contractor and the Village, agree to the following terms and conditions, effective on the last date of signature below:

1. The Village hereby authorizes and directs Contractor to remove and tow all illegally parked, trespassing, abandoned, disabled, impounded or other vehicles from property located within the corporate limits of the Village of Bartlett only upon a valid call for service as provided herein.
2. **Calls for Service.** Notwithstanding any other provision of this Agreement, services per this Agreement are to be rendered only upon request of the Chief of Police or the Director of Public Works of the Village or by their respective designees. The Contractor, upon said request, immediately shall send a tow truck(s) to the designated location. At the direction of a Bartlett police officer or public works employee at the scene, the Contractor shall remove the vehicle or vehicles from the scene directly to the company's lot as defined herein, or if requested by the owner and/or operator of the vehicle, and when possible, to a location specified by said owner and/or operator of the vehicle within a ten (10) mile radius from the towing agency's place of business for the price(s) specified in this Agreement. If the Contractor is present or arrives where a tow is needed and it has not been requested by the Bartlett Police Department directly or through DuComm, or the owner or operator of the disabled vehicle, the police officer, unless acting under Section 11-1431 of the Vehicle Code, shall advise the Contractor's tow operator to leave the scene and no tow, storage or service fee may be charged therefor.
3. Operators of towing vehicles shall obey all lawful orders of Village police officers and/or public works employees and shall render every assistance when it has been determined that illegally parked vehicles or other hazards or nuisances must be removed from public property, and/or when it is determined that a hazard exists, removed from private property.
4. The Contractor shall consider calls from the Village Police Department (the "Police Department") or Public Works Department as having first priority over requests for towing services from other parties. The Contractor will furnish the Police Department with the names of all other agencies with which the Contractor has a towing contract or agreement when this Agreement becomes effective; and shall notify the Police Department when any other contracts or agreements are entered into by the Contractor during the term of this Agreement.
5. **Hours of Operation.** The Contractor shall, at a minimum, maintain office hours of operation consistent with normal business hours of at least 9:00 a.m. to 5:00 p.m., Monday through Friday, at the owner's rented storage facility located within five (5) miles of the corporate

limits of the Village of Bartlett. Contractor shall in addition provide access to said facility for the recovery of vehicles 24 hours per day, 365 days per year, except when outside of said normal business hours access to said facility for recovery shall be provided by the Contractor within thirty (30) minutes of a request therefor by the Village or the vehicle owner/operator. There shall be no additional charge for providing access for recovery of a vehicle outside of normal business hours.

6. Minimum Towing Equipment Specifications. Contractor shall own or lease a minimum of five (5) tow trucks which shall include at a minimum:

- A. Not less than two (2) flat bed tow trucks with the capability of towing a full sized passenger vehicle on its bed; and
- B. Not less than one (1) heavy duty tow truck with a tandem axle with a boom capacity and under-lift rating of 35,000 lbs., with a tow rating of 80,000 lbs.; and
- C. Not less than one (1) heavy duty tow truck with a tandem or tri-axle with a 50 ton recovery boom capacity and an under-lift rating of 55,000 lbs. with a tow capacity of 80,000 lbs.
- D. At least one piece of equipment capable of removing a vehicle which has been rendered totally inoperable and cannot be moved using ordinary towing equipment and procedures.

7. Village directed towing is performed solely as a public service. The Police Department and the Village limit their responsibility to their decision to tow a vehicle. In the event the owner and/or operator of any towed vehicle demands a hearing with respect to any tow, the Contractor shall immediately notify the Chief of Police, if available; otherwise, the Towing Administrator, if available; otherwise, a Deputy Chief of Police, and direct any such party requesting a hearing to the Bartlett Police Department. In the event of an error or other determination that the vehicle was improperly towed, if requested by the Village Police Department or Public Works Department, the Contractor will cancel all charges to the vehicle owner.

8. The cost of removal and towing service under this Agreement will be borne by Contractor and charged to the owner or operator of the removed and towed vehicle in accordance with applicable laws and regulations or orders issued thereunder. The Contractor will have the responsibility to bill the owner and/or lawful operator of the removed and towed vehicle in accordance with the following schedule of fees:

- A. Base towing fee for impounds, disabled, and arrests (up to and including three quarter (3/4) ton vehicles without heavy loads, together with an additional fifteen (15) minute street clean-up including flatbed tow vehicles):
\$75.00 / Disabled
\$75.00 Arrest/Impound
- B. Base towing fee for accidents or wrecks (up to and including three-quarter (3/4) ton vehicles without heavy loads, together with an additional fifteen (15) minute street clean-up including flat bed tow vehicles):
\$110.00
- C. Additional charge for use of winch, for other than normal towing, as circumstances warrant (up to 35' of cable):
\$50.00 if towed
\$70.00 if not towed
- D. Dolly Fee
\$45.00

Village of Bartlett -- Request for Proposal (Towing Services)
Page 27

- E. Per day, or any portion thereof, for storage beginning 24 hours from time of tow (no charge for first day) \$35.00
- F. For vehicle with a GVM of 8,000 lbs. or greater \$120.00/hour
- G. When a vehicle is towed at owner's request to a place other than the Contractor's place of business, the rate per mile will be: \$3.00 per mile (within a 10 mile radius)
- H. After business hours release of vehicle: No Charge
- I. Service Calls
 - (1) Normal business hours: \$30.00
 - (2) After normal business hours: \$35.00
- J. Impound Fee: No Charge
- K. When a tow vehicle is required to relocate vehicles during Village snow removal and/or other emergency related operations and/or Village special events, the hourly rate will be: \$50.00
- L. Village vehicles -- tow or service within a 10 mile radius of the corporate limits of the Village of Bartlett: No charge
- M. Relocation of vehicles pursuant to Village construction projects: No Charge
- N. Towing company must accept cash, debit card, credit card, cashier's check or wire transfer as payment.
- O. Contractor shall prominently display the Approved Schedule of Fees at Contractor's business offices and all other locations where any vehicles relocated hereunder are stored by or on behalf of Contractor.

("Approved Schedule of Fees")

9. Operators of towing vehicles will obey all lawful orders of police officers and/or public works employees and will render every assistance when it has been determined that illegally parked vehicles or other hazards must be removed from public property. Further, operators of towing vehicles will comply with all provisions of Section 5/11-1413(c) of the Illinois Vehicle Code in the removal of glass and other debris that is left on the roadway at the scene of accidents, as well as covering oil or grease deposits ("Clean-up Services"). Contractor will provide Clean-up Services at no additional charge provided the Contractor is providing vehicle removal services. In the event the Village requests Clean-up Services only (i.e., no vehicle removal services requested), Contractor shall provide such Clean-up Services at a fee of \$25.00 per Clean-up Service and shall perform said service within one hour of request by the Village.

10. No service or repair of any kind will be performed on any impounded vehicle without the written approval of the owner or his agent at the time the vehicle is impounded by the Police Department. Further, no contract or order for service or repairs will be entered into with the owner and/or operator of the vehicle or his agent until such time as the vehicle has been released by the Police Department.

11. The Contractor will be responsible for police impounded vehicles in its custody. Such vehicles will be kept in a secure enclosure until released to their owners or other legal disposition is made. The vehicle storage site must include a paved surface or otherwise a surface in sound condition (i.e., free of potholes, ruts or other hazards so that vehicles are not damaged or become excessively dirty). The storage site must be completely enclosed with solid fencing of not less than six (6) feet in height that includes a locking gate. The fenced in outdoor storage area shall be not less than 16,000 square feet in size and shall be capable of storing at least seventy-five (75) vehicles with sufficient drive aisles. The vehicle storage site must be fully illuminated by overhead artificial light from dusk until dawn, or turned on by motion detectors. The vehicle storage site shall comply with all federal, state and local laws and municipal ordinances. The Contractor shall provide the vehicle storage site with sufficient supervision and video surveillance to provide protection to the stored vehicles from theft and vandalism. The vehicle storage site must be located no farther than five (5) miles from the corporate limits of the Village of Bartlett. All administrative towing fees imposed by the Department must be paid to the Department before the vehicle may be released by the Contractor.

12. The vehicle storage site must also include a fully enclosed area, secure from unauthorized access, capable of storing vehicles designated with a "police hold" while police investigations relating to the vehicle are pending. Vehicles on police hold may be stored for extended periods of time with the fully enclosed indoors and secure area on the towing firm's property and shall be stored for such time at no cost to the Village. No police impounded vehicle will be released unless the release has been authorized by the Police Department. Also, no property will be released or removed from an impounded vehicle which has not been authorized for release by the Police Department unless approval has been granted in writing by a Bartlett police officer.

13. Notwithstanding any right to a statutory lien on the personal property belonging to a vehicle owner of a towed and stored vehicle by the Contractor, the Contractor shall immediately release to the vehicle owner upon said owner's request any of the following personal property irrespective as to whether any towing and/or storage fees are due and owed to the Contractor: Child restraint system as defined in Section 4 of the Child Passenger Protection Act; other child booster seats; eye glasses; food; medicine; perishable property; any operator's licenses; any cash, credit cards or checks or check books; any wallet, purse or other property containing operator's license or other identifying documents or materials; cash, credit cards, checks and any check books (collectively, the "Excepted Personal Property"); and shall release to a person other than the vehicle owner personal property belonging to that person; if that person provides adequate proof that the personal property requested belongs to that person, and shall release items of Excepted Personal Property to the spouse, mother, father, brother or sister of the vehicle owner with authorization of the vehicle owner. This section will not apply to the contents of any vehicle that is seized as evidence prior to the release by the Police Department.

14. Vehicles that are impounded as evidence or require special handling such as fingerprinting, photographing, searching, etc. will not be removed or inspected by any person unless authorized to do so by a Bartlett police officer. In such cases where a vehicle is towed and/or impounded for investigatory and/or evidentiary purposes, Contractor shall waive all towing, storage, and other fees, costs, and expenses. Notwithstanding the foregoing, Contractor may charge the vehicle owner storage fees at the daily rate provided for herein, for the time period commencing on the date on which the vehicle owner receives notice from the Village that the Village has authorized the vehicle release until and including the date on which the vehicle owner removes said vehicle from Contractor's storage facility.

15. Contractor shall comply with Section 1.5 of the Labor and Storage Lien Act (770 ILCS 45/1.5) in all respects at no additional charge to the Village or to the vehicle owner, operator or lien holder.

16. The Approved Schedule of Fees as set forth in paragraph 8 of this Agreement will not be increased during the term or any extended term of this Agreement. Any charge, invoice, bill, or demand for any fee or fees for any services provided for herein in excess of the Approved Schedule of Fees ("Excessive Billing") by any Contractor or by any of its employees, agents, or subcontractors, or anyone acting on behalf of any of them, shall be a material breach of this Agreement.

17. The Contractor will have the burden of checking with the Police Department every ten (10) days in regard to the status of vehicles towed by the Bartlett Police Department and not approved for release. If this is not done, the vehicle owner/operator will be responsible for only the first ten (10) days of storage fees.

18. There will be no charge for the first day of storage following any tow. The first day will be considered the twenty-four (24) hour period from the time that the tow was requested.

19. In those situations where after a judicial determination, or after determination by an administrative hearing officer, it is found that the Village will be responsible for either the towing, storage, or other fee, charge, or expense, the Contractor agrees to waive that portion of such charges, fee or expense for which the Village has been determined to be liable. In those instances where the Village cancels a tow prior to the Contractor securing the vehicle onto the tow truck, neither the Village nor the vehicle owner and/or operator shall be liable for any towing and/or storage fees and/or any other expenses or fees.

20. Indemnification. To the fullest extent permitted by law, Contractor shall protect, indemnify, hold and save harmless, and defend the Village, and its officers, officials, employees, agents, and volunteers against any and all losses, claims, actions, causes of action, demands, damages, costs and expenses, including, without limitation attorneys' fees and all expenses of litigation of every nature (i) arising out of or in connection with the Contractor's services hereunder or its failure to comply with its obligations as set forth in the Contract, and/or (ii) caused in whole or in part by any illegal, negligent, reckless, willful, or unauthorized act, omission, or failure to act by Contractor, its employees, operators, subcontractors of any tier, agents, and/or any person or entity acting on behalf of any of them or for whose acts any of them may be liable (collectively, "Contractor's Agents"), except such loss or damage which was caused by the sole negligence or willful misconduct of the Village. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its officers, officials, employees, volunteers and/or agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any bond or insurance policies required by this Agreement, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officers, officials, employees, volunteers and agents, as herein provided.

In any and all claims against the Village, its officers, officials, employees, volunteers and/or agents, the indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor of any tier under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

This indemnification obligation shall survive the expiration and/or termination of this Agreement.

21. Contractor will secure and maintain in effect, at its own expense, all licenses, permits or approvals required under applicable laws, regulations and orders pertaining to its activities under this Agreement and will provide copies of same to the Village.

22. This Agreement shall remain in effect until January 31, 2021 (the "Initial Term"), unless terminated prior to said expiration date by the Village as provided for herein, or extended by the Village for up to two (2) additional two (2) year terms (each an "Extended Term"). Based on the quality of performance of the Contractor as determined by the Village in its sole and absolute discretion, this Agreement may be extended by the Village Administrator. Each extension shall be for an additional two (2) year period, upon the same terms and conditions by mutual agreement of the parties. This Agreement may only be extended up to two (2) times for a maximum Extended Term of four (4) additional years for a potential total term of six (6) years (an Initial Term of two (2) years, a First Extended Term, and an additional two (2) years and a Second Extended Term for an additional two years at the Village's option).

23. Contractor shall furnish, install and maintain four (4) signs meeting the requirements of 625 ILCS 5/4-203(f)(5) and warning that unauthorized parked vehicles will be removed and towed to the Contractor's storage facilities from such property or properties, as designated by the Village. Such signs shall be furnished by Contractor at no cost to the Village, and any additional signs shall be charged at the rate Contractor customarily charges for such signs, but in no event more than \$50 per sign. Contractor shall comply with all of the provisions set forth in Section 625 ILCS 5/4-203(f) of the Illinois Vehicle Code, as amended, which Section of the Vehicle Code is hereby incorporated into this Agreement by this reference.

24. The Contractor shall immediately notify the Police Department and Public Works Department of any operational changes, e.g., new equipment, changes in location of storage lots, new tow truck operators, etc. Failure to notify the Police Department will result in suspension of the use of the Contractor's services until inspections are conducted evidencing compliance with these specifications. No new tow truck operators shall perform towing services within the Village or at its request until said operator's criminal background check has been completed and approved by the Towing Administrator.

25. All towing and related services provided for herein shall be provided by Contractor. No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Chief of Police. Approved subcontracts shall contain language which incorporates the terms and conditions of the Contract.

26. Contractor, its employees, operators, subcontractors, agents, and anyone acting on behalf of any of them, shall at all times act in a courteous and professional manner in their performance of any work or acts authorized hereunder. Failure to act in a courteous and/or professional manner may result in the Contractor's removal from the rotation list.

27. If the Contractor fails to perform the towing and other services as provided in this Agreement, or otherwise breaches or defaults under any provision of this Agreement, the Village may terminate this Agreement and enter into an Agreement with another towing service provider, and seek damages or pursue such other legal or equitable remedies as may be available under Illinois law. In the event the Contractor is found by a court of competent jurisdiction to be in breach or default, and provided the Village is not found to be in material breach of the Agreement,

Contractor shall, in addition, be liable to Village for its reasonable attorneys' fees and other reasonable costs incident to Contractor's breach or default.

28. **Insurance Requirements.** Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The types of insurance, minimum coverages, and amounts shall be:

A. Coverage shall be at least as broad as:

- i. **Commercial General Liability Insurance (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. **Comprehensive Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if contractor has no owned autos, hired (Code 8) and non-owned autos (Code 8), including loading and unloading of all owned, hired and/or non-owned vehicles, with combined single limits coverage no less than \$1,000,000 per accident for bodily injury and property damage.
- iii. **Workers' Compensation insurance** as required by the State of Illinois with Statutory Limits covering every person operating a tow truck on behalf of the Contractor, , and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
- iv. **Garage Keepers Legal Liability.** The Contractor shall provide garage keepers' legal liability insurance coverage for vehicles in its custody utilizing the "direct primary" form of insurance, and must indicate all storage areas utilized pursuant to this Agreement. The minimum amount of garage keepers coverage shall be \$100,000 covering fire and/or thefts from or damage done to vehicles while in storage, and \$100,000 minimum on-hook coverage or cargo insurance.

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 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.

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 Consultant's insurance (at

least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

ii. Primary Coverage

For any claims related to the 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 state that coverage shall not be cancelled, except with not less than 30 days prior written 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 the 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 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

If any of the required policies provide coverage on a claims-made basis:

- 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 five (5) 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 five (5) years after completion of work.

viii. 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.

ix. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the Village is an additional insured on insurance required from subcontractors. Subcontractors, if any, may only be allowed and used if pre-approved by the Chief of Police.

x. Special Risks or Circumstances

The Village reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

29. **Compliance with Applicable Laws.** Contractor shall comply with all applicable laws, regulations, codes, statutes and ordinances of any federal, state or local government, or any agency thereof, regardless of whether such law, regulation, ordinance or order is expressly referenced in this Agreement, as may relate to the performance of this Agreement.

30. It is understood, acknowledged and agreed that the relationship of Contractor and its employees to the Village is that of an independent contractor. Contractor is neither a joint venture nor a partner with the Village. No officer, employee, or agent of Contractor, or any other person performing services for Contractor is, or shall be, an employee of the Village, nor shall any such person be entitled to benefits of employees of the Village. Contractor, and not the Village, shall be solely and exclusively responsible for the timely payment of all employment related taxes, charges, and costs, including, but not limited to, state and federal unemployment taxes, Social Security, Medicare Withholding, and state and federal income taxes. Contractor fully indemnifies and holds harmless the Village against and from any and all such claims, including all attorneys' fees and expenses of litigation.

31. A. The Contractor shall maintain a separate tow log or other acceptable record keeping system for the Bartlett Police Department and the Bartlett Public Works Department that will include at a minimum the following information:

- (i) Time, date, location of tow (from and to), hold information if applicable, police officer or public works employee authorizing the tow and police report or incident number.
- (ii) Make, model, vehicle registration and vehicle identification number of the towed vehicle.
- (iii) Itemized billing of basic tow charge, special tow charges, storage charges and vehicle repair charges, if any.
- (iv) Signed release form completed by the person claiming a vehicle.
- (v) Mechanism (customer complaint form) approved by the Chief of Police or his designee for vehicle owners reporting complaints about charges, additional vehicle charges, additional vehicle damage, lost or stolen items or other complaints. Completed forms shall be forwarded to the Chief of Police as soon as possible after the complaint has been filed.

Items (i) and (ii) above shall be maintained in a separate log book. All police related records will be open at any time for inspection by the Chief of Police or his designee.

B. The Village reserves the right upon ten (10) days prior written notice to audit the above mentioned billing information of Contractor in order to verify that the amount(s) billed to any vehicle owner is in accordance with the Approved Schedule of Fees or approved Fee Increase (the "Audit"). In the event the Audit reveals any Excessive Billing, as defined in paragraph 15 herein, then Contractor shall pay the cost of such audit, and Contractor shall immediately refund such amount of Excessive Billing to the vehicle owner having paid said Excessive Billing.

32. The Contractor immediately shall report to the Police Department any acts of theft, vandalism or attempts of same to any vehicle towed as authorized by the Village. If the offense occurs within the corporate limits of the Village of Bartlett the requirement shall be met by filing an incident report with the Police Department. If the offense occurs outside the corporate limits of the Village of Bartlett, such report shall be in writing and contain the date and time of the offense, a complete description of items stolen or damage incurred, a complete description of the car including make, model, year, license plate number, vehicle identification number and owner's information. Additionally, the Bartlett Police Department's original report and incident numbers under which the tow was authorized and the name of the police agency with which the report is being filed will be provided.

33. The Specifications for Towing and Storage of Vehicles attached hereto are hereby expressly incorporated into this Agreement. The Request for Proposal and the Contractor's Proposal attached hereto are hereby expressly incorporated into this Agreement. The Contractor's Proposal, the RFP, the Detailed Specifications, and the Towing Services Agreement shall collectively constitute the Contract between the Contractor and the Village.

34. Contractor acknowledges that the Freedom of Information Act (5 ILCS 140/1, et seq.) ("FOIA") may apply to public records in the possession of the Contractor or its subcontractor(s), if any. Contractor, and all of its subcontractor(s) (if any), shall cooperate with the Village within the time limits provided within the FOIA.

35. A. Contractor, its employees, operators and anyone acting on its behalf, will conduct their business in an orderly, ethical manner and will use every means to gain and justify the confidence of the motoring public. Village satisfaction in dealings with Contractor will be of primary importance along with other factors such as, but not limited to response time, condition of equipment, cooperation with the Village and compliance with the terms and conditions of this Towing Agreement.

B. Contractor will be evaluated on a performance basis by the Towing Administrator. The Towing Administrator in his or her discretion may suspend the Contractor and remove it from the towing rotation list for up to ninety (90) days. The Police Chief, in his sole discretion, may remove the Contractor from the rotation list indefinitely upon his determination that Contractor's performance is unsatisfactory or otherwise deficient. Additionally, any failure to comply with the Detailed Specifications, any applicable law(s) or regulation(s) of the State of Illinois, the Federal Government or any agency thereof, or the Village of Bartlett, any breach of any term or condition of the RFP, the Towing Agreement, and/or failure to cooperate with the Village may result in the suspension or removal of Contractor from the rotation list, and/or the termination of this Agreement and the next alternative firm be inserted in its place. Notwithstanding said suspension or removal and termination, Contractor's insurance and indemnification obligations hereunder shall remain in effect for any act, omission or other incident giving rise to a claim that occurred or arises out of a tow or any other service, act or omission that took place prior to the date of termination.

C. The Village may remove Contractor from the rotation list and/or any tow operator of the Contractor upon its finding by the Police Chief, or his designee, of any of the following:

- (1) The Contractor made a false statement on its Proposal for Police Towing Service, the Towing Application Questionnaire, and/or any of the Certifications submitted with its Proposal;
- (2) The driver's license of any operator employed by Contractor and/or who performs dispatching and/or towing services for or on behalf of Contractor issued by the Secretary of State has been suspended or revoked; or
- (3) Any officer, director, shareholder, manager, member, partner, or principal of the Contractor, or any operator employed by Contractor and/or who performs towing services for or on behalf of Contractor has been convicted, during the preceding 5 years, or following the execution of this Agreement, of any criminal offense of the State of Illinois or any other jurisdiction involving any of the following, and the holder does not make a compelling showing that he is nevertheless fit to be a Contractor and/or an operator:
 - (I) Bodily injury or attempt to inflict bodily injury to another;
 - (II) Theft of property or attempted theft of property; or
 - (II) Sexual assault or attempted sexual assault of any kind.
- (4) The suspension or revocation of the Contractor's Safety Relocator Registration or Public Carrier Certificate of the Illinois Commerce Commission (the "ICC") or the failure to keep, maintain or otherwise have in place either the Safety Relocator Registration or Public Carrier Certificate.
- (5) The failure to keep, maintain and have in place all of the insurance coverages as provided in Section 7 of this Towing Agreement, or the cancellation of any such policies.
- (6) The failure to continue to meet the Detailed Specifications, Terms and Conditions, or any other requirements set forth in the RFP.
- (7) Any other default under or breach of this Agreement.

36. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and assigns. Contractor shall not assign or in any manner transfer this Agreement or any interest herein, without the prior express written consent of the Village, which it may withhold in its sole and absolute discretion.

37. This Agreement may be terminated by the Village without cause on thirty (30) days prior written notice to the Contractor. Upon termination or expiration of this Agreement, nothing contained herein shall terminate the Contractor's indemnification obligations contained in this Agreement, and the Contractor shall have a continuing obligation to transfer all vehicles in its possession to another location as directed by the Village and turn over all records with respect to said stored vehicles and to fully cooperate with the Village and the Village's designee for any such transfers and turn over of towed and stored vehicles.

38. **Complaint Process.** Any customer receiving services from the Towing Operator under these rules who has a complaint regarding the service received or fee charged shall have the right to file his complaint with the Towing Administrator, who shall investigate such complaint and determine a resolution of such conflict. If the customer or Towing Operator does not wish to accept the determination of the Towing Administrator, he may appeal the decision of the Towing Administrator to the Chief of Police, who shall review the complaint and conduct any additional investigation he deems appropriate. The Chief of Police may sustain the decision of the Towing Administrator or modify it, as he deems appropriate. The decision of the Chief of Police on all complaints appealed shall be final.

39. **Refunds.** The Towing Administrator has the authority to require the Contractor to make refunds where overcharges have been made. Failure to comply may result in a suspension of police-directed towing privileges. In the event that a vehicle is impounded in error and/or cleared by (found not liable) an administrative hearing decision, the Contractor agrees to waive all fees, including but not limited to towing and storage, associated with the tow at the customer's request. Notice of such error or administrative decision will be made to the Contractor by the Towing Administrator.

40. **Proper DL Classification.** Each person operating a towing recovery vehicle on behalf of Contractor must be classified for the type of towing operation he/she shall be performing and vehicle he/she shall be operating and must submit proof of classification to the Village. Contractor shall be responsible to update the Village as to any new hires or change in status of any of its towing operators.

41. **IDOT Training.** Every employee and person operating a towing or recovery vehicle on behalf of the Contractor shall have completed a Traffic Incident Management Training Program approved by the Illinois Department of Transportation ("IDOT TIMPT Training"). Contractor shall provide written proof of the satisfactory completion of IDOT TIMPT Training for each such towing operator.

42. **Owner/Driver Fingerprinting.** Pursuant to 625 ILCS 5/4-203.5, Illinois law enforcement agencies keeping a tow rotation list MAY require tow company owners and operators to submit fingerprints to the Illinois State Police (ISP) for the purpose of obtaining state and Federal Bureau of Investigation (FBI) criminal history record information. The Village of Bartlett has elected to require tow company owners and operators of any tow company awarded a towing contract by the Village to submit fingerprints for a criminal background check of all of its owners and operators. These non-criminal justice (NCJ) submissions will require the law enforcement agency to obtain an NCJ ORI from the ISP, execution of an NCJ user agreement, and registration to utilize a secure web portal to retrieve the responses. The use of LEADS or a criminal justice ORI for this purpose is prohibited. These fingerprints should be scanned and transmitted to the ISP by a state licensed live scan vendor. There are state and FBI fees associated with NCJ criminal history checks. The live scan vendor will also charge a service fee. It is recommended the individuals make payment directly to the live scan vendor at the time of fingerprint scanning in order for the law enforcement agency to avoid the responsibility of collecting and forwarding the required fees to the ISP. In the event the Contractor is awarded a towing Contract and is added to any rotation list, then within thirty (30) days of the execution of this Agreement by the parties, each owner of Contractor and each person operating a vehicle on behalf of Contractor shall submit his or her fingerprints to the Illinois State Police Department in the form and manner prescribed by the Department. For purposes of this paragraph "each owner of Contractor" means all officers, directors and shareholders of the Contractor if it is a corporation, or each manager and member if it is a limited liability company, or each partner if it is a partnership, or the sole proprietor if a sole proprietorship. These fingerprints should be transmitted through a live scan fingerprint vendor licensed by the Illinois Department of Financial

and Professional Regulation. These fingerprints shall be checked against the fingerprint records now and hereafter filed with the Department of State Police and Federal Bureau of Investigation criminal history records databases. The Department of State Police shall charge a fee for conducting the criminal history record check, which shall be deposited in the State Police Services Fund and shall not exceed the actual cost of the State and national criminal history record check. The Department of State Police shall furnish, pursuant to positive identification, all Illinois conviction information and national criminal history record information to the Bartlett Police Department. A person may not own a towing service or operate a tow vehicle on behalf of Contractor included on a tow rotation list if that person has been convicted, during the five (5) years preceding the date the Contractor's Proposal was submitted, of a criminal offense involving one or more of the following:

- Bodily injury or attempt to inflict bodily injury to another person;
- Theft of property or attempted theft of property;
- Sexual assault or attempted sexual assault of any kind.

43. Miscellaneous.

a. This Agreement supersedes all prior Agreements and understandings, both written and oral, of the parties with respect to the subject matter hereof.

b. 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.

c. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the proper venue for the enforcement of this Agreement shall be the Circuit Court of DuPage County.

d. 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 or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

e. 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:
Dated: March 19, 2019

VILLAGE OF BARTLETT

By: Paula Schumacher
Paula Schumacher
Village Administrator

CONTRACTOR:
Dated: March 18, 2019

Bloomingsdale Rescue + Recovery Inc
[Insert Name of Contractor]

By: Robert Scoville
Its President

Attest: Robert Scoville
Its Secretary



Agenda Item Executive Summary

AGENDA ITEM: Metropolitan Water Reclamation District of Greater Chicago Sewer Service Agreement Fourth Amendment

BOARD OR COMMITTEE: Board

BUDGET IMPACT

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

Fund: N/A Corresponding Activity Measure: Influent/Effluent Flow

EXECUTIVE SUMMARY

A 4th Amendment to the agreement with the Metropolitan Water Reclamation District of Greater Chicago (MWRD) that will extend the time to replace the restrictor to July 1, 2025. The extension is to allow for the completion of the new Devon Excess Flow lift station and forcemain project.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Amendment

RELATIONSHIP TO STRATEGIC PLAN GOAL

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

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve RESOLUTION #2024- ____ - R, A RESOLUTION APPROVING THE FOURTH AMENDMENT TO THE SEWER SERVICE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Staff: Tyler Isham, Assistant Director of Public Works

Date: July 8, 2024

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: **Metropolitan Water Reclamation District of Greater Chicago Sewer Service Agreement Fourth Amendment**
Date: June 10, 2024

On October 4, 2022, the Village entered into the third amendment to the sewer service agreement that was approved by the board with Resolution 22-90-R. The amendment extended the time the restrictor that diverts flow to the Devon Excess Flow Facility had to be reinstalled to July 1, 2024, while the Village constructed the new lift station and forcemain at Devon.

The project is currently underway and making good progress, but due to delivery lead times on electrical equipment and other necessary items, the Lift station cannot be completed until 2025. Staff reached out to the Metropolitan Water Reclamation District of Greater Chicago (MWRD) about extending the time for the restrictor to be out and MWRD to take all the Cook County flows. MWRD has offered to extend the amendment for an additional year to July 1, 2025. A copy of which is attached for review.

MWRD's Board approved the extension at their June 20th meeting, and staff recommends the Village Board approve the fourth amendment with MWRD.

MOTION

MOTION TO APPROVE RESOLUTION # 2024 - ____ - R, A RESOLUTION APPROVING THE FOURTH AMENDMENT TO THE SEWER SERVICE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

RESOLUTION 2024 - _____ - R

A RESOLUTION APPROVING THE FOURTH AMENDMENT TO THE SEWER SERVICE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

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

SECTION ONE: The Agreement dated July 16, 2024, between the Metropolitan Water Reclamation District of Greater Chicago and the Village of Bartlett (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: July 16, 2024

APPROVED: July 16, 2024

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2024 - _____ - R, enacted on July 16, 2024, and approved on July 16, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**FOURTH AMENDMENT TO SEWER SERVICE AGREEMENT
WITH BARTLETT, ILLINOIS**

THIS FOURTH AMENDMENT TO A SEWER SERVICE AGREEMENT WITH BARTLETT, ILLINOIS (“Fourth Amendment”) is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago (“District”), a unit of local government and corporate and body politic organized and existing under the laws of the State of Illinois, and the Village of Bartlett (“Village”), a municipal corporation and home rule unit of local government organized and existing under Article VII, Section 6 of the 1970 Constitution of the State of Illinois. Together, the MWRDGC and the Village may be referred to as the “Parties” and each individually as a “Party.”

WITNESSETH:

WHEREAS, on March 4, 1971, the District and the Village entered into an agreement in which the District returned possession and control of the Bartlett Sewage Treatment Works to the Village. Among other terms, the Agreement included terms pertaining to a weir in a Village owned sewer leading to the Bartlett Sewage Treatment Works (“Agreement”); and

WHEREAS, the weir was to be located in a position that would allow the District to accept one and a half times the average dry weather flow from the Village's sewers located in Cook County to the District's Hanover Park Water Reclamation Plant (“Hanover Park WRP”) for treatment; and

WHEREAS, the Village agreed to assume the responsibility for treating all flows in excess of those diverted to the Hanover Park WRP; and

WHEREAS, in 1984, pursuant to District Sewerage System Permit 84-091, the weir was replaced with a diversion structure with a restrictor pipe; and

WHEREAS, in 2004, as the result of new development, the Village increased the size of the restrictor to divert more flow to the Hanover Park WRP pursuant to revisions to the District Sewerage System Permit 84-091 (RL 03-063). The permit revisions allowed major modifications to the diversion structure controlling the flow to the District owned Bartlett Pumping Station (“2004 Restrictor Modifications”); and

WHEREAS, on June 13, 2016, the Illinois Environmental Protection Agency found the Village to be in violation of NPDES Permit No. IL0027618 due to increased flow to the Village's Devon Excess Flow Facility; and

WHEREAS, as a result, on December 6, 2016, the Parties executed an "Amendment to Sewer Service Agreement with Bartlett, Illinois" ("Amendment"). Pursuant to the Amendment, the District agreed to accept all flows tributary to the Devon Excess Flow Facility with the restriction that the flows could not be in excess of the capacity of the Bartlett Pumping Station. Additionally, the District agreed to only accept flows that originated in the portion of the Village located within Cook County. The Amendment permitted the Village to remove the restrictor in the Village owned sewer tributary to the Bartlett Sewage Treatment Works. The Amendment was created to assist the Village in temporarily meeting its NPDES Permit limits while researching and implementing a permanent solution. The restrictor was to be replaced in the sewer by the Village no later than January 1, 2020; and

WHEREAS, on June 18, 2020, the Parties executed a "Second Amendment to Sewer Service Agreement with Bartlett, Illinois" ("Second Amendment"). The Second Amendment extended the date that the restrictor was to be replaced by the Village to January 1, 2023 to allow the Village to complete its construction of a new lift station and force main; and

WHEREAS, on December 13, 2022, the Parties executed a "Third Amendment to Sewer Service Agreement with Bartlett, Illinois" ("Third Amendment"). The Third Amendment extended the date that the restrictor was to be replaced by the Village to July 1, 2024 to allow the Village more time to implement and construct a permanent solution for treatment of excess flows; and

WHEREAS, the Village has requested additional time to allow for the delivery of equipment for the new lift station. The Village has been moving forward with construction of a new lift station and force main at the Bittersweet Wastewater Treatment Plant to process excess flows from the portion of the Village located within Cook County. The force main and lift station have been installed but the equipment for the lift station is not scheduled to be delivered until the end of the year; and

WHEREAS, the District's Bartlett Pumping Station shall not be reconstructed or modified in order to accept any additional flow; and

WHEREAS, the Parties agree that the most expeditious and effective manner for the Village to permanently come into compliance with NPDES Permit No. IL0027618 is to further amend the Agreement to allow the Village to extend the restrictor replacement deadline to July 1, 2025, and for the District to treat excess flows at the Hanover Park WRP while the Village completes its permanent solution for treatment of excess flows.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the District and the Village agree as follows:

1. The District agrees to accept discharge of flows tributary to the Devon Excess Flow Facility until July 1, 2025. Said flows will not be in excess of the current capacity of the Bartlett Pumping Station as determined by the District. If the flow at any time exceeds the capacity of the Bartlett Pumping Station, the flow will be diverted back to the Devon Excess Flow Facility. Current operating procedures for monitoring and notification will remain in effect.
2. The District will only accept flows that originate in the Cook County portion of the Village.
3. The Village will replace the restrictor in the sewer no later than July 1, 2025. The District may require a sewerage system permit if the Village replaces the restrictor with a different diversion structure than the 2004 Restrictor Modification.
4. In no event will the District accept more than one and a half times the current dry weather flow from the Village's Cook County area sewers.
5. While the District agrees to accept flows within the current capacity of the Bartlett Pumping Station, as determined by the District, the District does not warrant or otherwise guarantee that the capacity will be sufficient to bring the Village into compliance with NPDES Permit No. IL0027618. The Parties recognize that there may be times when the District cannot manage all of the flows from the Cook County area of the Village.

6. This Fourth Amendment to the Sewer Service Agreement with the Village will expire on July 1, 2025, at which time the terms of the original Agreement dated March 4, 1971 will control.

7. All other provisions of the Agreement dated March 4, 1971 and the First, Second, and Third Amendments not specifically mentioned herein will remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the Village of Bartlett, have executed this Fourth Amendment, by their duly authorized officers, duly attested and their seals affixed, as of the date of the last signature affixed hereto.

VILLAGE OF BARTLETT

By _____
Kevin Wallace, Village President

Date _____

ATTEST:

Lorna Gilles, Village Clerk

Date _____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance Date

Executive Director Date

ATTEST:

Clerk Date

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

Director of Engineering Date

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney Date

General Counsel Date



Agenda Item Executive Summary

AGENDA ITEM: Morse and Prospect New Yield Sign Location BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount	\$ N/A	Budgeted	\$ N/A
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Fund: N/A Corresponding Activity Measure: Signs/Banners Made

EXECUTIVE SUMMARY

Staff recommends adding the below referenced intersection to the "yield right-of-way" intersections:

Prospect Avenue at Morse Avenue

Staff recommends amending Section 6-11-1204.3: Schedule III, Yield Right-Of-Way Intersections to include the area referenced above.

ATTACHMENTS (PLEASE LIST)

Memo, Location Map, Ordinance

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Continue to enhance and improve efficiency of service delivery methods and approaches

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve ORDINANCE #2024- _____ - AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE SECTION 6-11-1204.3: SCHEDULE III, YIELD RIGHT-OF-WAY INTERSECTIONS

Staff: Tyler Isham, Assistant Director of Public Works

Date: July 8, 2024

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: Morse and Prospect New Yield Sign Location
Date: July 8, 2024

BACKGROUND

Due to resident safety concerns, The Police and Public Works Departments have reviewed this intersection at the location referenced below for a potential yield sign location to increase safety. Based on staff review the following changes would need to be made. A map is attached for reference.

Yield Right-of-Way Intersections – The following intersection will be designated as yield right-of-way streets. One (1) Yield sign will be installed at the following intersection:

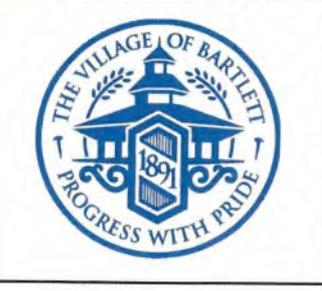
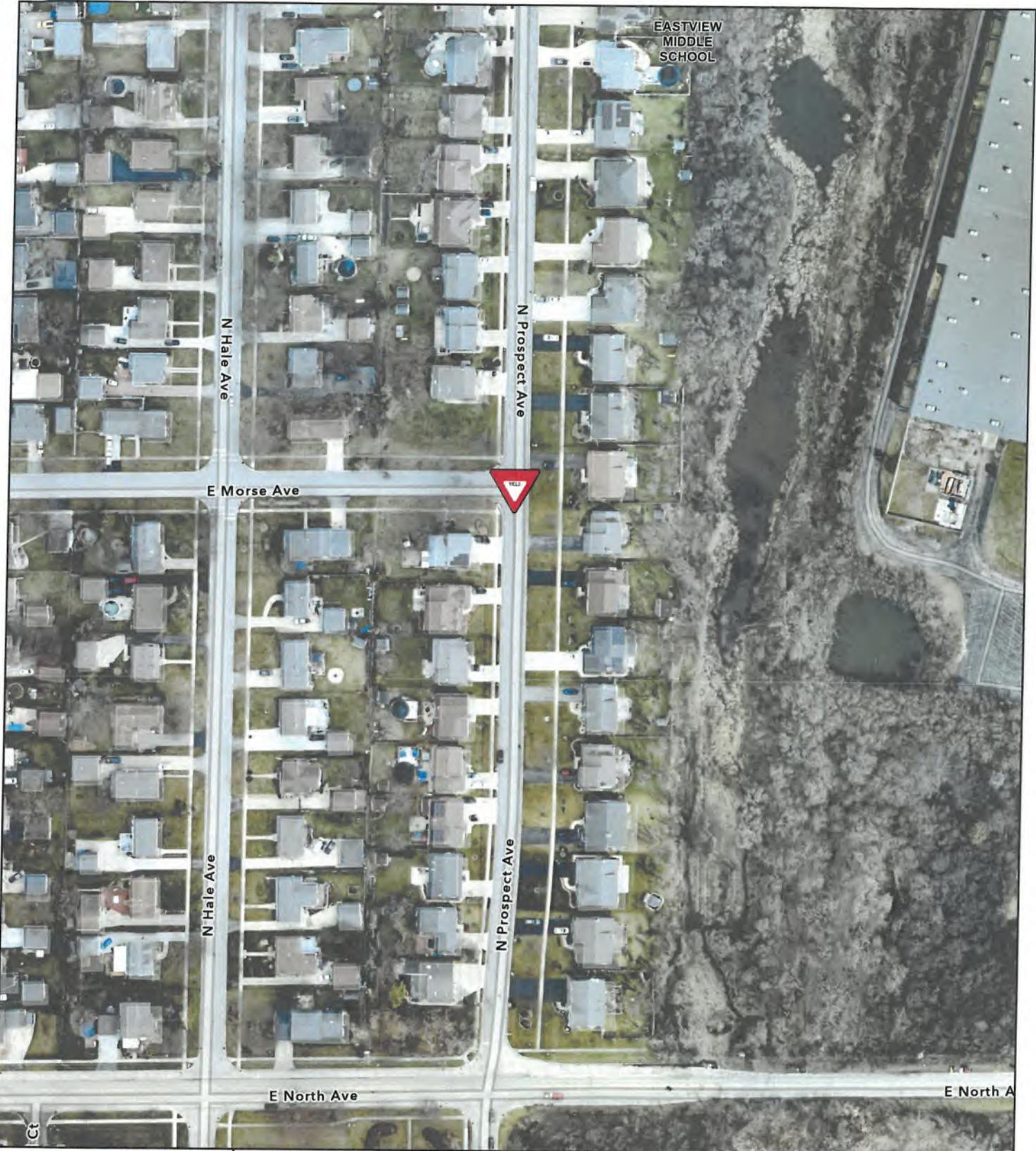
Prospect Avenue at Morse Avenue

RECOMMENDATION

Staff recommends amending Section 6-11-1204.3: Schedule III, Yield Right-Of-Way Intersections to include the area referenced above.

MOTION

MOTION TO APPROVE ORDINANCE #2024- _____ - AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE SECTION 6-11-1204.3: SCHEDULE III, YIELD RIGHT-OF-WAY INTERSECTIONS



Morse Ave at Prospect Ave

July 8th, 2024

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2024-____ enacted on July 16, 2024, and approved on July 16, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk