

TIF Public Hearing – 7:00p.m.

VILLAGE OF BARTLETT
VILLAGE HALL, 228 S. MAIN STREET
BOARD AGENDA
August 20, 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: Board – July 16, 2024, Committee – July 16, 2024
- *7. BILL LIST: August 20, 2024
8. TREASURER'S REPORT: June 2024
Sale Tax Report, June 2024
Motor Fuel Tax Report, June 2024
9. PRESIDENT'S REPORT:
 - A. Lions Club 85th Anniversary Proclamation
 - B. NNO Citizen and Business Award Presentation
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. Ordinance Rezoning 231-251 E. Lake Street from the ER-1 Estate Residence District to the B-3 Neighborhood Shopping District
- *2. Ordinance Granting a Special Use Permit to Allow Package Liquor Sales at 1100 West Stearns Road
- *3. Ordinance Granting a Special Use Permit to Allow Package Liquor Sales at 5590 County Farm Road

B. COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

1. None

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

- *1. Purchase of (2) Ford Escapes

D. LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

1. None

E. POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI

- *1. Purchase of 2025 Ford Utility Interceptor Vehicle

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

- *1. Resolution Approving of a Professional Services Agreement Between the Village of Bartlett and Trotter & Associates for the Country Place Lift Station Design
- *2. Resolution Approving the Phase II Engineering Services Agreement Between the Village of Bartlett and Trotter & Associates for the Lift Station Controls Improvements Project
- *3. Resolution Approving of Change Order No. 5 to the Contract Between the Village of Bartlett and Joseph J. Henderson & Son Inc. for the Bittersweet Water Reclamation Facility Improvements

13. NEW BUSINESS

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT



Agenda Item Executive Summary

AGENDA ITEM: Lake Street Corridor Tax Increment Financing Redevelopment Plan BOARD OR COMMITTEE: Board
PUBLIC HEARING

BUDGET IMPACT

Amount \$N/A

Budgeted \$N/A

Fund: N/A

Corresponding Activity Measures: Adopt Redevelopment Plan

EXECUTIVE SUMMARY

The notice for the public hearing for the Lake Street Corridor Tax Increment Financing District Redevelopment Plan was delivered to all required entities and officials and published in the Bartlett Examiner on July 24 and July 31, 2024. The Redevelopment Plan has also been available for public viewing in the Planning and Development Services Department, Clerk's Office and on the Village website.

ATTACHMENTS (PLEASE LIST)

PDS Memo, Redevelopment Plan and Proof of Publication

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Continue process for establishing a TIF district along Lake Street

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only - **Conduct the Required Public Hearing**
- Resolution
- Ordinance
- Motion

Staff: Kristy Stone, PDS Director

Date: August 14, 2024

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM
24-066

DATE: August 14, 2024

TO: Paula Schumacher, Village Administrator

FROM: Kristy Stone, PDS Director 

RE: **Lake Street Corridor Tax Increment Financing District Redevelopment Plan - PUBLIC HEARING**

The notice for the public hearing for the Lake Street Corridor Tax Increment Financing (TIF) Redevelopment Plan was delivered to all required taxing districts, property owners within the proposed TIF District as required by State Statute. As required, the notice was also published in the Bartlett Examiner on July 24, 2024 and July 31, 2024. Notice of the availability of the plan was sent to all residential addresses within 750 feet of the proposed TIF boundary. The proposed Redevelopment Plan has also been available for public viewing in the Planning and Development Services Department, the Clerks Office and on the Village's website.

The Joint Review Board reviewed the plan at their July 18, 2024 and continued their review until their August 16, 2024 meeting.

The proof of publication and Lake Street Corridor Tax Increment Financing (TIF) Redevelopment Plan are attached for your review.

Tax Increment Financing
Lake Street Corridor
Redevelopment Plan and Program

Village of Bartlett, IL

DRAFT
June 14, 2024
Revised July 31, 2024

Prepared By:
Teska Associates, Inc.



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VILLAGE OF BARTLETT REDEVELOPMENT PLAN AND PROGRAM

INTRODUCTION

The Village of Bartlett was founded in the late 1800's by Luther Bartlett when he donated 40 acres of land to be developed along the Chicago and Pacific Railroad line. With a population of around 250 people, the Village was officially incorporated into Hanover Township in 1891. In addition to the railroad, Bell Telephone Co. was a major employer when the Village approved the telephone company to move to the area in 1901. The population did not begin to increase until the mid-late 1900's; as the population grew, so did its physical size. Today the Village has a total land area of around 16 square miles. The original development within that 40-acre area that surrounds the (now) Metra railroad station continues to be the center of community, while larger retailing, entertainment and employment activities are dispersed in several business, office and industrial clusters that developed in areas (particularly along primary roadway corridors) concurrent with the residential growth of the Village and the region. Businesses along Lake Street Corridor developed relatively early in the post WWII suburban growth of the metropolitan area, and reflect the size, orientation and in several instances the obsolescence that characterizes the development of that era.

This report documents the Tax Increment Redevelopment Plan and Program (the "Redevelopment Plan") for the **Lake Street Corridor Tax Increment Financing District** Redevelopment Project Area (the "Project Area"). This Redevelopment Plan has been prepared for use by the Village of Bartlett (the "Village") by Teska Associates, Inc. This proposed Redevelopment Plan seeks to respond to deficiencies, challenges and needs within the Project Area, and is indicative of a strong commitment and desire on the part of the Village to improve and revitalize the Project Area. The Plan is intended to provide a framework for improvements and reinvestment within the Project Area over the next twenty-three (23) years.

The Project Area consists of commercial properties as well as institutional and vacant undeveloped land located along Lake Street in the Village of Bartlett. Development impediments, as outlined in Appendix A Eligibility Report, and the resulting extraordinary challenges necessary for redevelopment, have led the Village to explore Tax Increment Financing. The Village retained the planning consulting firm Teska Associates, Inc. to assist the Village in the creation of a new TIF district covering the site. Teska has conducted the necessary field surveys, site evaluations, and identified key redevelopment opportunities and necessary public improvements within the Project Area, and this Redevelopment Plan summarizes the analyses and findings of the consultant's work. The Village is entitled to rely on the findings and conclusions of this Redevelopment Plan in designating the Project Area as a "redevelopment project area" under the State of Illinois Tax Increment Allocation Redevelopment Act, **65 ILCS 5/11-74.4-1** as amended (the "Act").

Teska has prepared this Redevelopment Plan and the related Eligibility Report with the understanding that the Village would rely on: (a) the findings and conclusions of the Redevelopment Plan and associated Eligibility Report in proceeding with the designation of the Project Area and the adoption and implementation of the Redevelopment Plan; and (b) the fact that Teska has obtained the necessary information so that the Redevelopment Plan and the related Eligibility Study will comply with the requirements of the Act.

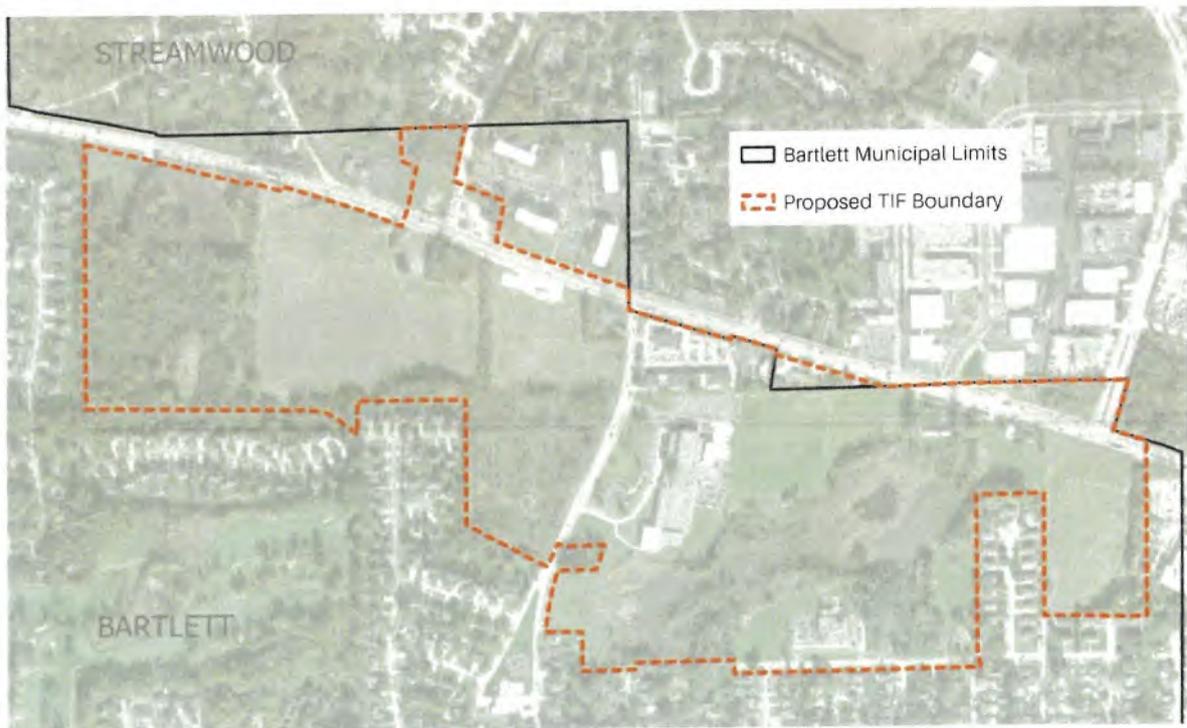
VILLAGE OF BARTLETT REDEVELOPMENT PLAN AND PROGRAM

Tax Increment Financing

Tax increment financing is permitted in Illinois under the “Tax Increment Allocation Redevelopment Act” (**Chapter 65 ILCS 5/11-74.4-1, et seq.**) of the Illinois Statutes, as amended (hereinafter the “Act”). Only areas which meet certain specifications outlined in the Act are eligible to use this financing mechanism. In addition to describing the redevelopment objectives, this Redevelopment Area Plan and Project report sets forth in general terms the overall program to be undertaken to achieve these objectives.

The Act permits municipalities to improve eligible “conservation” or “blighted” areas in accordance with an adopted Redevelopment Plan over a period not to exceed twenty-three (23) years. The municipal cost of certain public improvements and projects can be repaid with the revenues generated by increased assessed values of private real estate within a designated project area. This taxing power is only applied to the increase in equalized assessed valuation generated within the designated project area during the limited term of the Redevelopment Plan and Project, principally increased equalized assessed valuation from new private development.

FIGURE A – Aerial Location Map



REDEVELOPMENT PROJECT AREA DESCRIPTION

The boundaries of the Redevelopment Project Area were carefully established in adherence to the eligibility criteria and include only those parcels which would benefit by the proposed Redevelopment Plan and Project. The Project Area includes parcels located on Lake Street, roughly between Lela Lane and Hale Avenue, as shown on “Exhibit B – Project Area Boundary.” The Project Area contains **thirteen (13)** structures on **twenty-eight (28)** parcels, totaling approximately **one-hundred and fifty-four (154)** acres in area (or approximately 112 acres excluding rights-of-way). The property within the Project Area is primarily commercial but contains a mix of uses including institutional and vacant property intended for rights-of-way.

Table 1: Existing Land Use

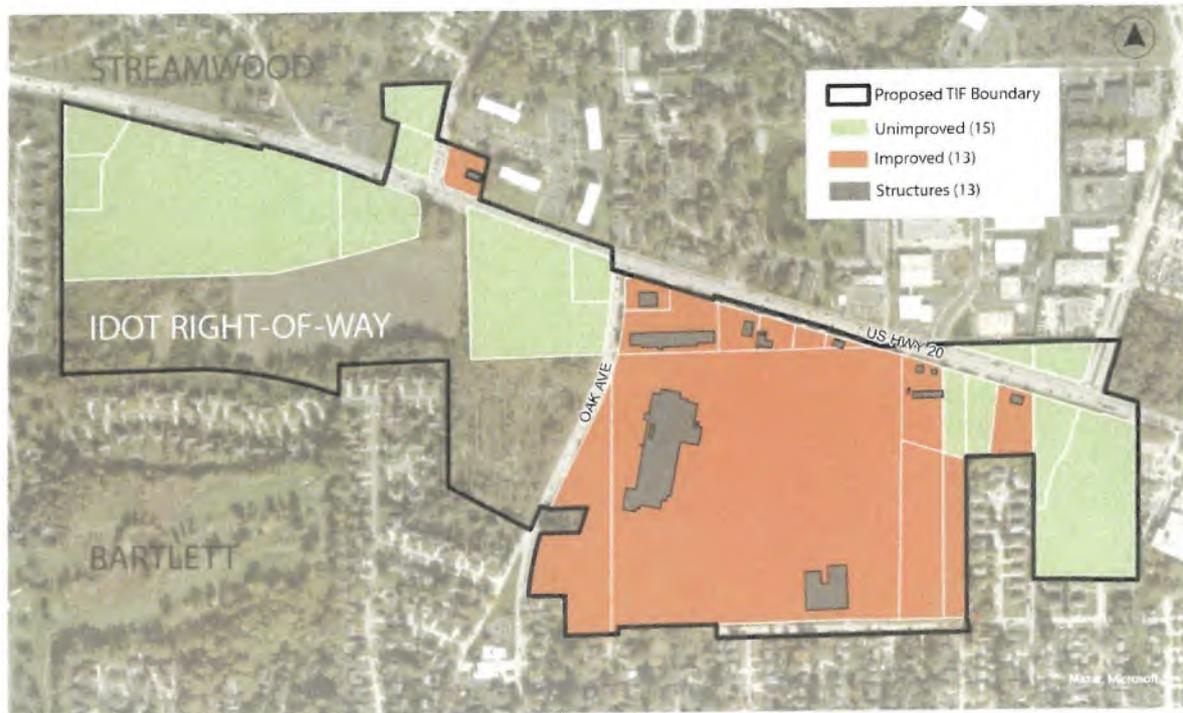
Existing Land Use	Land Area (Acres)
Commercial/Mixed-Use	10.8
Vacant Land	51.7
Municipal/Institutional	44.4
Parks/Open Space	5.8
Rights-of-Way (streets + IDOT)	41.3
TOTAL	154

Table 2: Existing Housing Units

Unit Type	Units *
Single-family	0
Multi-family	0
TOTAL	0

* The intended relocation of 10 or more residential units, or the presence of 75 or more residential units requires preparation of a Housing Impact Study. Therefore, a Housing Impact Study is NOT included in this redevelopment plan.

FIGURE B – Project Area Boundary



The designation of the Project Area for TIF comes as the culmination of years of Village efforts to encourage the rational use and development of properties along Lake Street as a vibrant commercial corridor. These efforts have been impeded by several factors that are recognized in the eligibility survey and are interrelated with the history of the “planned” Elgin-O’Hare Expressway”. The Illinois Department of Transportation acquired land west of Oak Avenue intended to support the Elgin-O’Hare project, including property for interchange, roadway, stormwater detention. While the Village of Bartlett witnessed considerable residential and commercial growth in the 1990’s through the present, the subject properties remained undeveloped, lost value, and buildings decayed while the prospect of the Elgin-O’Hare remained “on the books” but without financial or political support. Awaiting IDOT action, property owners declined to reinvest.

The Village has encouraged IDOT to either make the originally planned improvements or to relinquish the properties to allow for rational use and redevelopment. As a result, IDOT has committed to vacating those portions of its property that are currently designated as wetland or floodplain to a public entity to protect them from the impact of development of adjacent property and has indicated its willingness to sell the remaining developable portion of its property at fair market value once the Oak Avenue realignment is complete.

Both the assembly of property for redevelopment and the realignment of North Oak Avenue are eligible TIF project expenses if the property is within an adopted TIF redevelopment district.

LEGAL DESCRIPTION (Lake Street TIF – Bartlett):

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 27, THE SOUTHWEST QUARTER OF SECTION 26, THE NORTHEAST QUARTER OF SECTION 34 AND THE NORTHWEST QUARTER OF SECTION 35 IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 27;

THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 27 TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20);

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20) TO A POINT THAT IS 230.49 FEET NORTHWESTERLY OF THE CENTERLINE OF BARLETT ROAD;

THENCE NORTHEASTERLY ALONG A LINE THAT IS NORTHWESTERLY OF AND PARALLEL WITH THE CENTERLINE OF BARLETT ROAD TO A POINT ON A LINE THAT IS NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20), SAID POINT BEING 250.82 FEET NORTHEASTERLY OF SAID CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20), AS MEASURED ALONG SAID PARALLEL LINE WITH THE CENTERLINE OF BARTLETT ROAD;

THENCE NORTHWESTERLY ALONG SAID LINE THAT IS NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20) 77.11 FEET TO A POINT ON A LINE;

THENCE NORTHERLY ALONG SAID LINE TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27, SAID POINT BEING 357.83 FEET WESTERLY OF THE INTERSECTION WITH SAID NORTH LINE AND SAID CENTERLINE OF BARTLETT ROAD;

THENCE EAST ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27 TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID BARTLETT ROAD;

THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SAID BARTLETT ROAD TO A POINT ON SAID LINE THAT IS NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20);

THENCE SOUTHEASTERLY ALONG SAID LINE THAT IS NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20) TO A POINT THAT IS 230.49 FEET SOUTHEASTERLY OF SAID CENTERLINE OF BARTLETT ROAD, AS MEASURED ALONG SAID PARALLEL LINE WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20);

THENCE SOUTHWESTERLY ALONG A LINE THAT IS SOUTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF BARLETT ROAD TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20);

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20) TO A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27;

THENCE SOUTH ALONG SAID EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27 TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID LAKE STREET (AKA U.S. ROUTE 20);

THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20) TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 26;

THENCE EAST ALONG SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26 TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF PARK BOULEVARD;

THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF PARK BOULEVARD TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20);

THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20) TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF ARTHUR R. LEVINE'S ADDITION TO THE VILLAGE OF BARTLETT, AS RECORDED FEBRUARY 14, 1957 AS DOCUMENT NUMBER 16825886;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION OF THE EAST LINE OF ARTHUR R. LEVINE'S ADDITION TO THE VILLAGE OF BARTLETT TO A POINT 186 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35, SAID POINT ALSO BEING THE NORTHEAST CORNER OF ARTHUR R. LEVINE'S 2ND ADDITION TO THE VILLAGE OF BARTLETT, AS RECORDED JANUARY 10, 1961 AS DOCUMENT NUMBER 18058603;

THENCE WEST ALONG THE NORTH LINE OF SAID ARTHUR R. LEVINE'S 2ND ADDITION TO THE VILLAGE OF BARTLETT TO A POINT ON THE EAST LINE OF BLANCHETTE'S SUBDIVISION, AS RECORDED DECEMBER 30, 1963 AS DOCUMENT NUMBER 2128917;

THENCE NORTH ALONG SAID EAST LINE OF BLANCHETTE'S SUBDIVISION TO THE NORTHEAST CORNER THEREOF;

THENCE WEST ALONG THE NORTH LINE OF SAID BLANCHETTE'S SUBDIVISION TO THE NORTHWEST CORNER THEREOF;

THENCE SOUTH ALONG THE WEST LINE OF SAID BLANCHETTE'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF TAYLOR AVENUE;

THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF TAYLOR AVENUE TO THE WESTERLY TERMINATION OF SAID TAYLOR AVENUE, SAID WESTERLY TERMINATION OF TAYLOR AVENUE ALSO BEING THE NORTHWEST CORNER OF LOT 29 IN TAYLOR'S SECOND ADDITION TO BARTLETT, AS RECORDED APRIL 2, 1959 AS DOCUMENT NUMBER 1852682;

THENCE NORTH ALONG SAID WESTERLY TERMINATION OF TAYLOR AVENUE TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID TAYLOR AVENUE;

THENCE WEST ALONG THE WESTERLY EXTENSION OF SAID NORTH RIGHT-OF-WAY LINE OF TAYLOR AVENUE TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF EASTERN AVENUE;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION TO THE NORTHEAST CORNER OF A DEDICATED PARCEL OF LAND, AS RECORDED JULY 23, 1976 AS DOCUMENT NUMBER 23570435;

THENCE WEST ALONG THE NORTH LINE OF SAID DEDICATED PARCEL OF LAND TO THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER ALSO BEING A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34

THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34 TO A POINT ON A LINE THAT IS 186 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF OAK AVENUE;

THENCE NORTH ALONG SAID LINE THAT IS 186 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF OAK AVENUE TO A POINT ON A LINE THAT IS 1152.32 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 34;

THENCE WEST ALONG SAID LINE THAT IS 1152.32 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF NORTHEAST QUARTER OF SECTION 34 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID OAK AVENUE;

THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE OF OAK AVENUE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HICKORY AVENUE;

THENCE NORTHWESTERLY ALONG A LINE TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID HICKORY AVENUE, SAID POINT IS OPPOSITE AND ADJACENT TO SAID POINT OF INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HICKORY AVENUE;

THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF HICKORY AVENUE TO THE NORTHEAST CORNER OF LOT 27 IN WILLIAMSBURG HILLS UNIT NUMBER 1 SUBDIVISION, AS RECORDED AUGUST 28, 1986 AS DOCUMENT NUMBER 86382846;

THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 27 AND THE NORTHEASTERLY LINES OF LOTS 26, 25, 24 AND 23 TO THE NORTHWESTERLY CORNER OF SAID LOT 23, SAID NORTHWESTERLY CORNER OF LOT 23 ALSO BEING A BEND POINT IN THE EASTERLY LINE OF LOT 18 IN SAID WILLIAMSBURG HILLS UNIT NUMBER 1 SUBDIVISION;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 18 AND THE EASTERLY LINE OF LOT 17 IN SAID WILLIAMSBURG HILLS UNIT NUMBER 1 SUBDIVISION TO THE NORTHEAST CORNER OF SAID LOT 17, SAID NORTHEAST CORNER OF LOT 17 ALSO BEING THE SOUTHEAST CORNER OF WILLIAMSBURG HILLS UNIT NUMBER 2 SUBDIVISION, AS RECORDED OCTOBER 18, 1988 AS DOCUMENT NUMBER 88479257;

THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID WILLIAMSBURG HILLS UNIT NUMBER 2 SUBDIVISION TO THE NORTHEAST CORNER THEREOF, SAID NORTHEAST CORNER ALSO BEING A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 34;

THENCE WEST ALONG SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 34 TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER OF SECTION 34;

THENCE SOUTH ALONG SAID WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34 TO THE NORTHEAST CORNER OF WILLIAMSBURG HILLS UNIT NUMBER 3 SUBDIVISION, AS RECORDED MAY 26, 1989 AS DOCUMENT NUMBER 89241734;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID WILLIAMSBURG HILLS UNIT NUMBER 3 SUBDIVISION TO THE NORTHWEST CORNER THEREOF, SAID NORTHWEST CORNER ALSO BEING THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID SECTION, 846.32 FEET SOUTH OF THE NORTHEAST CORNER THEREOF;

THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 34, TO A POINT 186 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF THE COUNTY HIGHWAY AS DEDICATED BY PLAT RECORDED AS DOCUMENT NUMBER 8090523 FOR A POINT OF BEGINNING;

THENCE CONTINUING ON A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 34, 186 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF THE COUNTY HIGHWAY;

THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE OF THE COUNTY HIGHWAY TO A POINT 726.32 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 34, AS MEASURED ON A LINE PARALLEL WITH THE EAST LINE OF SAID SECTION 34;

THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 34, 186 FEET;

THENCE SOUTHERLY ON A LINE PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE OF THE COUNTY HIGHWAY TO THE POINT OF BEGINNING.

Summary of the Eligibility of the Proposed Project Area

An Eligibility Study was undertaken, consistent with the Act and related procedural guidelines, to determine the eligibility of the Lake Street Corridor Project Area. These 'Eligibility Findings' indicate that the proposed Project Area meets the statutory requirements of a 'conservation area' and is therefore eligible for designation as a 'Tax Increment Finance Redevelopment Project Area.'



As detailed in Appendix A – Tax Increment Financing Eligibility Report of this Redevelopment Plan, the Project Area is eligible for designation as the Project Area qualifies for eligibility as a “redevelopment project area”.

Improved land within the Project Area qualifies as a ‘blighted area’ in accordance with the criteria established in the Act, based on the predominance of buildings within the Project Area being older than 35 years in age, and the documented extent of parcels exhibiting characteristics of the following major contributing factors:

1. Dilapidation
2. Deterioration
3. Excessive Vacancies
4. Decline in Equalized Assessed Value
5. Lack of Community Planning

In addition, the documented extent of parcels exhibiting characteristics of the following factors contribute to the overall eligibility of the Project Area:

1. Environmental Remediation Costs

Unimproved land within the Project Area qualifies as a 'blighted area' in accordance with the criteria established in the Act, based on the documented extent of parcels exhibiting characteristics of the following major contributing factors:

1. Obsolete platting of vacant land;
2. Deterioration of structures or site improvements in neighboring areas; and
3. Decline in total EAV in 3 of the past 5 years.

Together, the documented characteristics of improved and unimproved land contribute to the eligibility of the Project Area as a 'blighted area'. All of these characteristics point towards the need for designation of the Project Area as a 'blighted area' to be followed by public intervention in order that redevelopment might occur.

REDEVELOPMENT PLAN & PROGRAM

The revitalization of the Project Area presents challenges and opportunities for the Village of Bartlett. The success of this effort will depend upon cooperation between private investment and local government. Public and private development efforts have not yet been able to stimulate the comprehensive revitalization of the Project Area. The adoption of this Redevelopment Area Plan and Project will assist with the implementation of the development goals and objectives of the Village of Bartlett, which otherwise could not reasonably be anticipated to occur without the adoption of this Redevelopment Area Plan and Project. Through public investment, the Project Area will become more attractive to private investment.

The Act describes the Redevelopment Plan as “the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions, the existence of which qualified the redevelopment project area as a blighted area or conservation area ..., and thereby serves to enhance the tax bases of the taxing districts which extend into the redevelopment project area.”

The successful implementation of the Project Area Plan and Project requires that the Village take full advantage of the real estate tax increment attributed to the Project Area as provided for by the Act. The Project Area will not reasonably be improved and/or redeveloped without the use of such incremental revenues.

Purpose of the Redevelopment Plan

Pursuant to the "Tax Increment Allocation Redevelopment Act" (**Chapter 65 ILCS 5/11-74.4-1, et seq.**) of the Illinois Statutes as amended (hereinafter the "Act"), the purpose of a Redevelopment Plan and Project is to promote the health, safety, morals, and welfare of the general public by:

- Eradicating blighting conditions and instituting conservation measures;
- Removing and alleviating adverse conditions by encouraging private investment of underutilized and vacant properties which will strengthen the economy, tax base, business environment, and living environment within the Village of Bartlett; and
- Improving existing public utilities and infrastructure within the Project Area.

Redevelopment Plan Goals and Objectives

The aim of the Redevelopment Plan is the revitalization of the Project Area as a strong and attractive commercial/mixed-use corridor (Lake Street corridor), which will contribute to the health and vitality of the Village of Bartlett. The goals and objectives of the Redevelopment Plan include those articulated in the Illinois Tax Allocation Redevelopment Act and intend to align with the Village's Comprehensive Land Use Plan, as depicted below:

Comprehensive Plan 1995 Update

The 1995 Land Use Plan (Exhibit C) established a vision for the future of the Project Area. At the time, IDOT was still acquiring property to support the Elgin-O'Hare Expressway. Much of what would be purchased and preserved by IDOT for the expressway was depicted in the plan as open space, in addition to a plan to realign Oak Avenue to connect with N Bartlett Road at Lake Street. In general, land along Lake Street was intended for commercial development. In addition, on the eastern edge of the project area, an extension of Prospect Avenue to connect to S Park Avenue at Lake Street was also proposed.

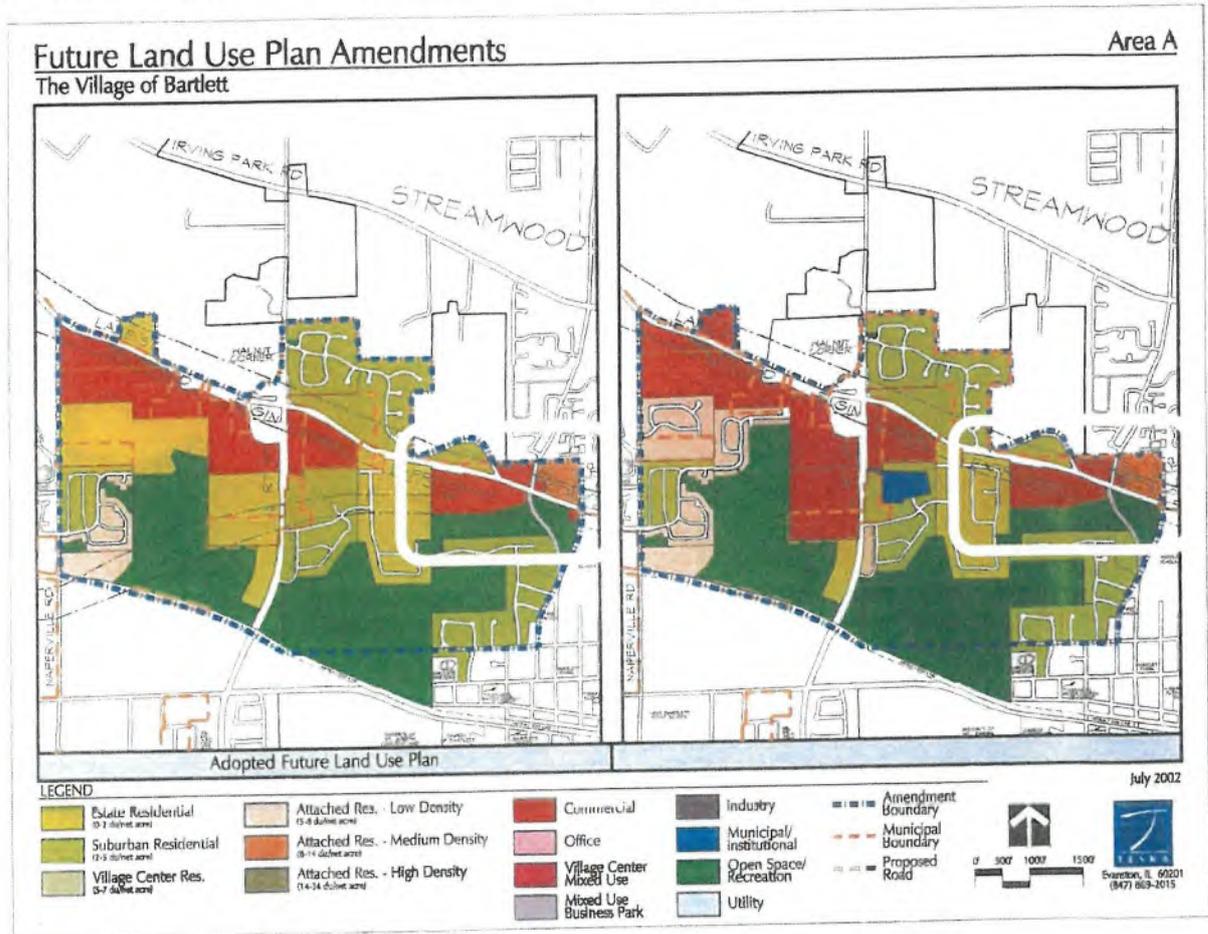
EXHIBIT C: Village of Bartlett 1995 Future Land Use Plan



Comprehensive Plan 2002 Update

The 2002 update to the 1995 Future Land Use Plan (Exhibit D) in the Project Area made one minor change. The southwest corner of Oak Avenue and Lake Street was changed from Commercial to Open Space, to account for the anticipated construction of the Elgin-O'Hare Expressway which would have rendered the land undevelopable.

Exhibit D – Village of Bartlett 2002 Future Land Use Plan Update



Future Land Use Plan

The recommended land uses, redevelopment opportunities, and public improvements of this Redevelopment Plan are consistent with the Village's Comprehensive Land Use Plan, zoning ordinance and other related planning documents.

The intent of the Future Land Use Plan is to provide a long-range guide for determining the uses to which the land should eventually be put, and to direct subsequent zoning decisions as redevelopment occurs within the Project Area. The designation of a future land use which differs from an existing use is not intended to suggest any immediate requirement for redevelopment. Rather, the Future Land Use Plan is intended to plan for future redevelopment in line with the Village's Comprehensive Plan, only if and when a property owner pursues a development project, or an existing business or resident vacates a property.



ABOVE: Example of Deterioration observed during field survey.
Source: Teska Associates, Inc.

The Future Land Use Plan (Exhibit E) shows anticipated land uses at completion of project activities. The Project Area is anticipated to be developed as a mixed-use commercial corridor. General land use descriptions include the following:

Commercial (shown in Exhibit E in red)

This land use category is intended for a mixture of commercial (retail, restaurant, service, etc.) uses along the Lake Street Corridor.

Mixed-Use Predominantly Commercial (shown in Exhibit E in purple)

This land use category is intended for a mixture of commercial (retail, restaurant, service, etc.) and residential (multi-family, townhome, etc.) uses along the Lake Street Corridor.

Single-Family Residential (shown in Exhibit E in yellow)

This land use category is intended for single-family residential uses. These areas lie adjacent existing single-family uses, providing for a transition between existing residential areas and the emerging mixed-use corridor.

Multi-Family / Townhome Residential (shown in Exhibit E in orange)

This land use category is intended for multi-family or townhome residential uses. These uses lie adjacent to other residential uses and would have direct access to Lake Street, providing conveniently located residential opportunities and moderate intensity uses adjacent lower intensity uses.

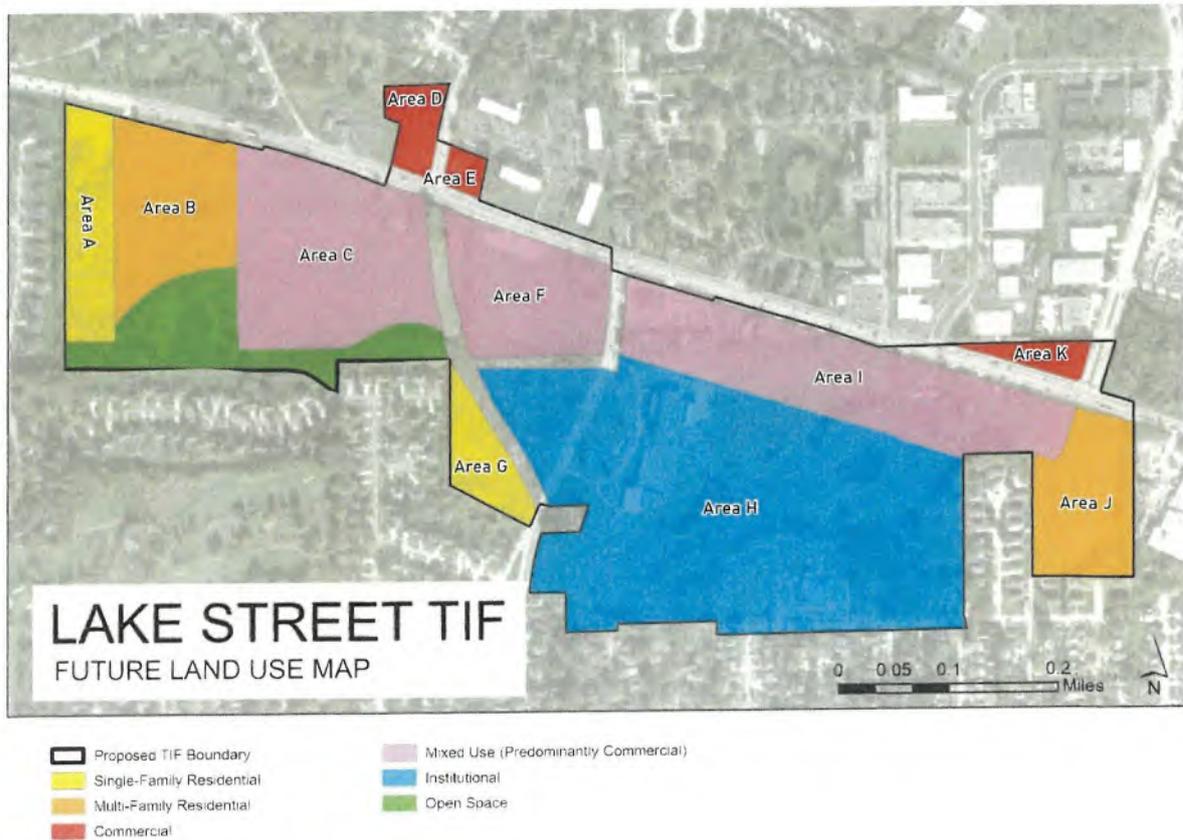
Institutional (shown in Exhibit E in blue)

This land use category is intended for institutional uses, including schools and public recreation spaces.

Open Space (shown in Exhibit E in green)

This land use category is intended to protect and preserve natural areas which are unsuitable for development and may include public recreation uses.

FIGURE E – Future Land Use Plan



Redevelopment Opportunities

The Project Area contains vacant, undeveloped rights-of-way owned and managed by IDOT, commercial vacancies, and deteriorated or dilapidated commercial structures; all of which are opportunities for redevelopment and public improvements. Table 3 indicates the desired future uses throughout the Project Area.

The Redevelopment Plan shall serve as a guideline for the Project Area but is not intended to establish specific requirements. Adjustments may be made in response to market conditions and other key factors as long as they remain faithful to the Village’s overall goals and objectives for the Project Area, and to the goals of the Village of Bartlett in general.

Table 3: Future Land Use Areas

Area	Approx. Area (Acres)	Existing Land Use	Future Land Use
A	6.3	Vacant	Single-Family Residential
B	10.3	Vacant	Multi-Family Residential
C	17.7	Vacant	Mixed-Use Predominantly Commercial
D	2.3	Vacant	Commercial
E	0.9	Vacant	Commercial
F	9.8	Vacant	Mixed-Use Predominantly Commercial
G	3.7	Vacant	Single-Family Residential
H	53.6	Institutional	Institutional
I	18.6	Mixed-Use Commercial	Mixed-Use Predominantly Commercial
J	8.1	Vacant	Multi-Family
K	1.7	Vacant	Commercial
n/a	9.3	Vacant	Green Space
Total	142.3		

As indicated by Exhibit E, the desired future land uses of Project Area parcels include Commercial, Residential, and Institutional uses. In addition to these identified opportunity sites, the Redevelopment Plan also anticipates activities to be undertaken by the public sector, including the realignment of Oak Avenue to the west to align with Bartlett Road and the extension of utility infrastructure to service new development.

Undertaking improvements and redevelopment within the Project Area will generate increased tax revenues, create associated commercial/mixed-use opportunities, upgrade public improvements such as roadways, sidewalks, streetlighting, etc., and provide a stimulus for additional development in surrounding areas. Through these improvements, the character and economic viability of the Project Area, and the Village of Bartlett in general, will be improved over time.

Eligible Project Costs

Redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to the Redevelopment Plan and Project. As provided by the Act, other eligible project costs may include, without limitation, the following:

- Costs of studies, surveys, development of plans, and specifications, implementation and administration of the Redevelopment Plan including but not limited to staff and professional service costs for architectural, engineering, legal, financial, planning or other services;
- The cost of marketing sites within the Project Area to prospective businesses, developers, and investors;
- Property assembly costs including, but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation and site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;
- Costs of rehabilitation, reconstruction, repair, or remodeling of existing public or private buildings, fixtures, and leasehold improvements; and the cost of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment;
- Costs of the construction of public works or improvements;
- Costs of job training and retraining projects, including the cost of “welfare to work” programs implemented by businesses located within the Project Area, and costs of advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, as provided in the Act;
- Financing costs, including but not limited to, all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued under the Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued, and not exceeding 36 months thereafter and including reasonable reserves related thereto;
- To the extent the Village by written agreement accepts and approves the same, all or a portion of a taxing district’s capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan;
- To the extent the Village by written agreement accepts and approves the same, an elementary, secondary, or unit school district’s increased costs attributable to assisted housing units as provided in the Act;

- Relocation costs to the extent that the Village determines that relocation costs shall be paid or is required to make payment of relocation costs by Federal or State law;
- Interest cost incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project, as provided by the Act.

Acquisition and Clearance

In order to facilitate coordinated redevelopment and meet redevelopment objectives, it may be necessary for the Village to assemble individual properties into unified sites which can be developed in their entirety. Any clearance of existing structures will be scheduled to minimize the adverse effects of rehabilitation or clearance activities.

Land Disposition

Property which may be acquired by the Village may be assembled into appropriate redevelopment sites. These properties may be sold or leased by the Village to other public bodies or to private developers, in whole or in part. The Village may in the future modify this disposition plan in accordance with the objectives of this Redevelopment Plan and Project, without amending the Plan. Terms of conveyance may be incorporated into appropriate disposition documents or agreements and may include more specific restrictions than contained in this Redevelopment Plan or in other municipal codes and ordinances governing the use of the land.

No conveyance, lease, mortgage, disposition of land or other property, or agreement relating to the development of property will be made except upon the adoption of an ordinance by the Village.

Public Improvements

The Village of Bartlett will provide public improvements in the Project Area to stimulate development and redevelopment in a manner consistent with this Redevelopment Plan. Some public improvements may be provided in partnership with the Illinois Department of Transportation, or other governmental agencies as applicable. Public improvements may include, but are not limited to, the following:

- Vacation, removal, resurfacing, widening, reconstruction, and other improvements to rights-of-way, streets, alleys, bridges, pedestrian ways, and pathways.
- Development of or improvements to public open space.
- Improvements to public utilities such as sewer and water lines, electric lines, sidewalks, curbs and gutters, storm water detention facilities. Such improvements may include relocation and/or burial of existing overhead lines.
- Demolition and rehabilitation of obsolete structures.
- Beautification and safety improvements, including streetscape, lighting, signage, and landscaping of public properties.

Public improvement activities which are planned as part of this Redevelopment Plan are based upon recommendations in the Village's comprehensive plan and conversations with Village staff.

The costs associated with the public improvements described in this Redevelopment Plan may be shared by the Village of Bartlett, other governmental agencies, and individual developers and property owners, pursuant to an agreement between the parties. The Village may determine in the future to add new improvements which are consistent with the objectives of this Redevelopment Plan. Such additions shall not require plan amendment provided they are for eligible public improvements and will not require an increase in the total estimated project costs in Table 4.

Phasing of Project

Redevelopment projects anticipated in this Plan may commence immediately. Most of the development and redevelopment projects are anticipated to be completed within twenty-three (23) years. The Village may undertake additional public improvements or development projects as appropriate throughout the life of the Redevelopment Plan and Project.

Estimated Project Costs

Estimated public project costs are listed in Table 4. These costs are based on 2023 dollars and are therefore subject to inflation. Increases in estimated Total Redevelopment Project Costs of more than five percent (5%), after adjustment for inflation from the date of the Redevelopment Plan adoption, are subject to amendment procedures as provided under the Act.

Table 4: Estimated Redevelopment Project Costs

Category	Cost
Property Assembly including Acquisition, Site Preparation and Demolition, Environmental Remediation	\$28,000,000
Environmental, market and planning studies, surveys, development of engineering and architectural plans, specifications, implementation and administration fees	\$1,000,000
Rehabilitation, reconstruction, repair, or remodeling of existing public or private buildings and fixtures	\$12,500,000
Construction or improvement of public improvements (1)	\$24,000,000
Job training/retraining and relocation costs	\$885,000
Developer Interest Costs, taxing districts eligible reimbursement and capital costs	\$1,000,000
Total Estimated Project Costs (2) (3)	\$67,385,000

- (1) *Public improvements may also include capital costs of taxing districts and other costs allowable under the Act. Specifically, public improvements as identified in the Redevelopment Plan and as allowable under the Act may be made to property and facilities owned or operated by the Village or other public entities. As provided in the Act, Redevelopment Project Costs may include, to the extent the Village by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Redevelopment Plan.*
- (2) *Actual costs for each category identified above may vary provided that the total estimated project costs may not be exceeded by more than 5%, after adjustment for inflation, without amendment to this Redevelopment Plan.*
- (3) *This table does not include costs associated with the issuance of municipal obligations, capitalized interest, reimbursement for a portion of privately issued obligations, financing costs during construction (not to exceed 36 months), or other eligible project costs. Such additional costs may or may not be incurred and cannot be estimated at this time.*

Sources of Funds

The Act provides a way for municipalities to finance public redevelopment costs with incremental real estate tax revenues. Incremental tax revenue is derived from the increase in the current equalized assessed valuation (EAV) of real property within the Project Area over and above the certified initial EAV of the real property. Any increase in EAV is then multiplied by the current tax rate, resulting in the tax increment revenue.

Funds necessary to pay redevelopment project costs may be derived from a number of authorized sources. These may include, but are not limited to, the following:

- Real property tax increment revenues from the Project Area;
- Tax revenues resulting from the establishment of any Special Service Area (SSA) districts within the Project Area;
- Interest earned on temporary investments;
- Gifts, grants, and contributions;
- Sale or lease of land proceeds; and
- User fees.

Transfer from a contiguous redevelopment project areas created under the Act. The principal source of funds to undertake redevelopment activities will be the incremental increase in real property taxes attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real property in the Project Area over the initial equalized assessed value of each such lot, block, tract or parcel. There may also be other eligible local sources of revenue, such as the sale or lease of Village owned property, that the Village determines are appropriate to allocate to the payment of redevelopment project costs.

The Village may utilize net incremental property taxes received from the Project Area to pay eligible Redevelopment Project Costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas, or those obligations issued to pay such costs, in other contiguous redevelopment project areas, or those separated only by a public right-of-way, and vice versa. The amount of revenue from the Project Area, made available to support such contiguous redevelopment project areas, or those separated only by a public right-of-way, when added to all amounts used to pay eligible Redevelopment Project Costs with the Project Area, shall not at any time exceed the total Redevelopment Project Costs described in the Plan.

Nature and Term of Obligations to be Issued

The financial plan of this Redevelopment Plan is intended to establish a conservative public expenditure approach. Revenues will be accumulated in the special tax allocation fund to pay for public purpose expenditures identified in this Redevelopment Plan, and whenever practical, expenditures will be made on a cash basis. This method of financing shall not preclude the Village from undertaking initiatives designed to stimulate appropriate private investment within the Project Area.

Certain redevelopment projects may be of such a scale or on such a timetable as to preclude financing on a cash basis. These projects may be funded by the use of tax increment revenue obligations issued pursuant to the Act for a term not to exceed twenty (20) years. Consistent with the conservative nature of the financial plan for this Redevelopment Area, the highest priority for the issuance of tax increment revenue obligations shall occur when the commitment is in place for private sector investment necessary to fund the amortization of such obligations.

All obligations are to be covered after issuance by projected and actual tax increment revenues and by such debt service reserved and sinking funds as may be provided by ordinance. Revenues not required for the retirement of obligations providing for reserves, sinking funds, and anticipated redevelopment project costs may be declared surplus and become available for distribution annually to the taxing districts within the Project Area.

One or more issues of obligations may be sold at one or more times in order to implement this plan, as now or hereafter amended, in accordance with law.

The Village may, by ordinance, in addition to obligations secured by the special tax allocation fund provided by law, pledge for a period not greater than the term of the obligations any part or any combination of the following:

- Net revenues of all or part of a Redevelopment Project,
- Taxes levied and collected on any or all property in the municipality.
- The full faith and credit of the municipality.
- A mortgage on part or all of a Redevelopment Project.
- Any other taxes or anticipated receipts that the municipality may lawfully pledge.

Initial Equalized Assessed Valuation

Table 5 lists the equalized assessed valuation of properties in the Project Area. The total 2023 equalized assessed valuation of the Project Area is **\$5,970,853**.

Table 5: Project Area Equalized Assessed Valuation (2023)

1	06-26-302-012	\$1,145,283
2	06-26-302-013	\$274,519
3	06-26-302-014	\$534,102
4	06-26-304-002	\$79,609
5	06-26-304-003	\$171,063
6	06-26-304-004	\$295,854
7	06-27-403-006	\$1,550
8	06-27-403-013	\$1,037,849
9	06-27-403-015	\$148,456
10	06-27-403-016	\$216,634
11	06-27-403-018	\$53,675
12	06-27-403-019	\$43,896
13	06-27-403-020	\$12,548
14	06-27-404-001	\$1,575
15	06-27-404-002	\$670,089
16	06-27-404-003	\$78,834
17	06-34-205-034	\$-
18	06-35-100-003	\$98,431
19	06-35-100-022	\$76,708
20	06-35-100-023	\$90,489
21	06-35-100-046	\$-
22	06-35-100-048	\$26,743
23	06 35-100-049	\$-
24	06-35-100-050	\$-
25	06-35-100-051	\$262,629
26	06-35-100-053	\$165,915
27	06-35-100-065	\$356,656
28	06-35-100-066	\$127,746
	Total	\$5,970,853

Anticipated Equalized Assessed Valuation

Upon the completion of anticipated redevelopment projects, it is estimated that the equalized assessed valuation of real property within the Project Area will be approximately **\$67,385,154 million** (an increase of over 1,129%). This figure is based upon estimates of value for the anticipated rehabilitation and redevelopment projects described in this report.

Payment in Lieu of Taxes

The plan does not propose to take tax producing property off the tax rolls, and therefore no payments in lieu of taxes are anticipated as part of the Redevelopment Plan and Project.

Provision for Amending the Redevelopment Plan and Project

The Redevelopment Plan and Project may be amended pursuant to the provisions of the Act.

IMPACT OF REDEVELOPMENT

Without the adoption of the Redevelopment Plan and Project, development and redevelopment projects within the Project Area are not reasonably expected to be undertaken by private enterprises. In the absence of Village-sponsored redevelopment, blighting factors will continue to exist, and the Project Area on the whole, as well as adjacent properties, will become less attractive for future development.

Implementation of the Redevelopment Plan and Project is expected to have significant short and long term positive financial impacts on the taxing districts affected by this Redevelopment Plan. In the short term, the Village's effective use of tax increment financing can be expected to arrest the ongoing decline of existing assessed values in the Project Area, thereby stabilizing the existing tax base for local taxing agencies. In the long term, after the completion of all redevelopment improvements and activities, and the payment of all redevelopment project costs and municipal obligations, the taxing districts will benefit from the enhanced tax base which results from the increase in equalized assessed valuation caused by the Redevelopment Plan and Project.

The following taxing districts cover the proposed Project Area:

1. Village of Bartlett
2. Bartlett Public Library
3. Bartlett Fire District
4. Bartlett Park District
5. School District U-46 – Elgin
6. Elgin Community College District 509
7. Cook County / Public Safety / Health Facilities
8. Cook County Forest Preserve
9. Metropolitan Water Reclamation District
10. Hanover Township
11. Hanover Township Road & Bridge

This Redevelopment Plan contemplates redevelopment of specific opportunity sites with new commercial/mixed-use development. Given the small size of the Project Area (154 acres), and the primarily commercial nature of anticipated future redevelopment within the Project Area, impact on individual taxing districts, and taxing districts in general, will be minimal (although dependent upon the exact nature of the future mixed-use redevelopment). The Village estimates that as many as 100 temporary jobs and 150 permanent jobs may be created by development and redevelopment activities as a result of the establishment of a TIF District.

Impact on Village of Bartlett

The Village of Bartlett provides a variety of services, including police and fire protection, snow removal, road maintenance, water service, and building and zoning services. The replacement of undeveloped property with new residential and commercial and mixed-use development will have a minimal impact on demand for the services and programs provided by the Village. As provided

in the Act, a portion of Redevelopment Project Costs may be allocated toward capital costs incurred by the Village which are made necessary by development as described in this Redevelopment Plan. The public improvements section of this plan highlights some of these anticipated capital costs.

Impact on Bartlett Public Library District

The Bartlett public library is located at 800 S Bartlett Road. The replacement of undeveloped property with new residential and commercial and mixed-use development may generate additional demand for the services provided by the library. If new residential development is incentivized through the TIF, the Act defines a clear formula for payment of fees to the library district for documented increased demand for services directly generated by TIF supported projects.

Impact on Bartlett Fire District

The Bartlett Fire Department serves the Village of Bartlett, providing emergency fire suppression, emergency medical services (EMS), hazardous materials response, and emergency rescue. The replacement of undeveloped property with new residential and commercial and mixed-use development may generate some additional demand for the services provided by the fire district. However, the entire project area is within a few hundred feet of the recently enhanced Fire Department facility on Oak Avenue, and the relocation and realignment of Oak Avenue and Bartlett Road may reduce response times for department vehicles using Lake Street.

Impact on Bartlett Park District

The Bartlett Park District operates multiple facilities within the Village, including an indoor pool, golf course, aquatic center, nature center, and numerous parks throughout Bartlett. The Park District also manages Schoppe Park, which is located within the Project Area. The replacement of undeveloped property with new residential and commercial and mixed-use development may generate additional demand for the services provided by the park district. However, the total number of residents that may be generated by new residential development is marginal when compared to the total area and total households served by the district.

Impact on School District U-46 - Elgin

The U-46 school district provides K-12 education for more than 35,000 children across 11 communities over 90 square miles, including Bartlett, Elgin, Hanover Park, South Elgin, Streamwood, and Wayne and portions of Carol Stream, Hoffman Estates, St. Charles, Schaumburg, and West Chicago. The replacement of undeveloped property with new residential and commercial and mixed-use development will have minimal impact on demand for the services and programs provided by the school district. If new residential development is incentivized through the TIF, the Act defines a clear formula for repayment of fees to the school district for any documented increased demand for services directly generated by TIF supported projects. Ultimately, the reinvestment in properties and the development of new uses will increase the tax base of each of the taxing districts upon the close of the TIF district.

Impact on Elgin Community College District 509

Elgin Community College is located in Elgin and serves residents of western suburbs in Cook and DuPage Counties. The replacement of undeveloped property with new residential and commercial and mixed-use development will have minimal impact on demand for the services and programs provided by the college. Any potential impact is anticipated to be minimal.

Impact on Cook County / Cook County Forest Preserve

Cook County provides a variety of services, including the County Court system, public safety and health services, and maintenance of open spaces and recreational activities. The replacement of undeveloped property with new residential and commercial and mixed-use development will have no direct impact on demand for the services and programs provided by the County. Due to the small size of the Project Area (154 acres) in relation to the County at large, services provided to residents and employees should not be affected, and any impact is anticipated to be minimal.

Impact on Hanover Township / Hanover Township Road & Bridge

Hanover Township provides a variety of services, including road and bridge maintenance and property assessments. However, no roads within the Project Area are maintained by the Township. The replacement of undeveloped property with new residential and commercial and mixed-use development will have minimal impact on the demand for services and programs provided by the Township.

Impact on Metropolitan Water Reclamation District

The Metropolitan Water Reclamation District (MWRD) operates the water and wastewater services to the City of Chicago and surrounding suburban communities. The replacement of undeveloped property with new residential and commercial and mixed-use development will have minimal impact on the demand for the services provided by MWRD. Due to the small size of the Project Area (154 acres) in relation to the MWRD service area, services provided to residents and employees should not be affected, and any impact is anticipated to be minimal.

Findings of Need for Tax Increment Financing

Based on the findings of this Redevelopment Plan and Project, the Village President and the Village Board of Bartlett, Illinois, adopt the following findings pursuant to **Section 11-74.4-3(n)** of the Act.

Project Area Not Subject to Growth

The Project Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without adoption of this Redevelopment Plan. Substantial evidence supports this conclusion.

First, the Village finds that the Project Area on the whole has not been subject to growth and redevelopment through investment by private enterprise, based on the following evidence as outlined in the Eligibility Findings Report in [Appendix A](#).

A majority of structures in excess of thirty-five (35) years in age, and substantial and widespread presence of a minimum of three (3) eligibility criteria. The following eligibility criteria apply:

1. Dilapidation;
2. Deterioration;
3. Excessive Vacancies;
4. Relative Decline in Total Equalized Assessed Value (EAV) in 3 of the past 5 calendar years as compared to the balance of the Village; and
5. Lack of Community Planning.

Regarding unimproved land, the survey established eligibility on the based on the extent of parcels exhibiting characteristics of the following major contributing factors:

1. Obsolete platting of vacant land;
2. Deterioration of structures or site improvements in neighboring areas; and
3. Relative Decline in Total Equalized Assessed Value in 3 of the past 5 calendar years as compared to the balance of the Village.

The Village finds that the Project Area would not reasonably be anticipated to be developed without adoption of this Redevelopment Plan, as a result of the following:

1. Proposed redevelopment sites indicate a financial gap without public resources, grants or other incentives to promote redevelopment;
2. The need for public – private partnerships to support future redevelopment; and
3. The need for future infrastructure improvements to support future redevelopment.

Therefore, the Village of Bartlett finds that the Project Area is not subject to appropriate growth and development and is not anticipated to be developed without adoption of this Redevelopment Plan.

Conformance with Comprehensive Plan

This Redevelopment Plan conforms with, and is based upon, the recommendations of the 1995 Bartlett Comprehensive Plan, and 2002 update, including the goals and objectives therein, as well as future land uses and redevelopment activities.

Date of Completion

The Redevelopment Project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31 of the year in which the payment to the municipal treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third (23rd) calendar year following the year in which the ordinance approving this Project Area is passed.

APPENDIX A

Tax Increment Financing
Eligibility Report

Lake Street TIF
Village of Bartlett, IL

Eligibility Report
February 9, 2024
Revised July 31, 2024

Prepared by:
Teska Associates, Inc.

INTRODUCTION

The Village is located in three counties: Cook, DuPage, and Kane. It is bordered by W. Lake St on its northern edge and Army Trail Rd on its southernmost edge. The Project Area includes properties at the northeastern corner of the Village along Lake Street, roughly between Lela Lane and Hale Avenue, excluding residential uses. Along Lake Street, improved (developed) properties are primarily commercial uses, with residential uses located behind. The Project Area also includes Eastview Middle School (U-46) and several vacant (unimproved or undeveloped) properties. The proposed Tax Increment Financing District will promote economic development and infrastructure improvements in an area that serves as a gateway for the Village.

TAX INCREMENT FINANCING OVERVIEW

The Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11 – 74.4 – 1 et seq., as amended (the “Act”), stipulates specific procedures which must be adhered to in determining the eligibility of a Redevelopment Project area. A “Redevelopment Project Area” is defined as:

“...an area designated by the municipality, which is not less in the aggregate than 1 1/2 acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area, or a blighted area or a conservation area, or a combination of both blighted areas and conservation areas.”

(65 ILCS 5/11-74.4-3(p))

Section 5/11-74.4-3(a) defines a “conservation area” as:

“...any improved area within the boundaries of a Redevelopment Project Area located within the territorial limits of the municipality in which 50% or more of the structures in the area have an age of 35 years or more. Such an area is not yet a blighted area, but because of a combination of three or more of the following factors is detrimental to the public safety, health, morals, or welfare and such an area may become a blighted area: dilapidation; obsolescence; deterioration; presence of structures below minimum code standards; illegal use of individual structures; excessive vacancies; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage and overcrowding of structures and community facilities; deleterious land use or layout; lack of community planning; need for environmental remediation; or declining total equalized assessed value.”

Section 5/11-74.4-2 defines vacant land standards for a “blighted area” as:

If vacant, the sound growth of the redevelopment project area is impaired by a combination of 2 or more of the following factors, each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains:

- a) **Obsolete platting of vacant land** that results in parcels of limited or narrow size or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys or that created inadequate right-of-way widths for streets, alleys, or other public rights-of-way or that omitted easements for public utilities.

- b) **Diversity of ownership of parcels of vacant land** sufficient in number to retard or impede the ability to assemble the land for development.
- c) **Tax and special assessment delinquencies exist**, or the property has been the subject of tax sales under the Property Tax Code within the last 5 years.
- d) **Deterioration of structures or site improvements in neighboring areas** adjacent to the vacant land.
- e) **The area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs** for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.
- f) **The total equalized assessed value of the proposed redevelopment project area has declined for 3 of the last 5 calendar years** prior to the year in which the redevelopment project area is designated or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years prior to the year in which the redevelopment project area is designated.

Determination of eligibility of the proposed Redevelopment Project Area is based on a comparison of data gathered through field observations by Teska Associates, Inc. (Teska), document and archival research, and information obtained from the Village of Bartlett and Cook County against the eligibility criteria set forth in the Act.

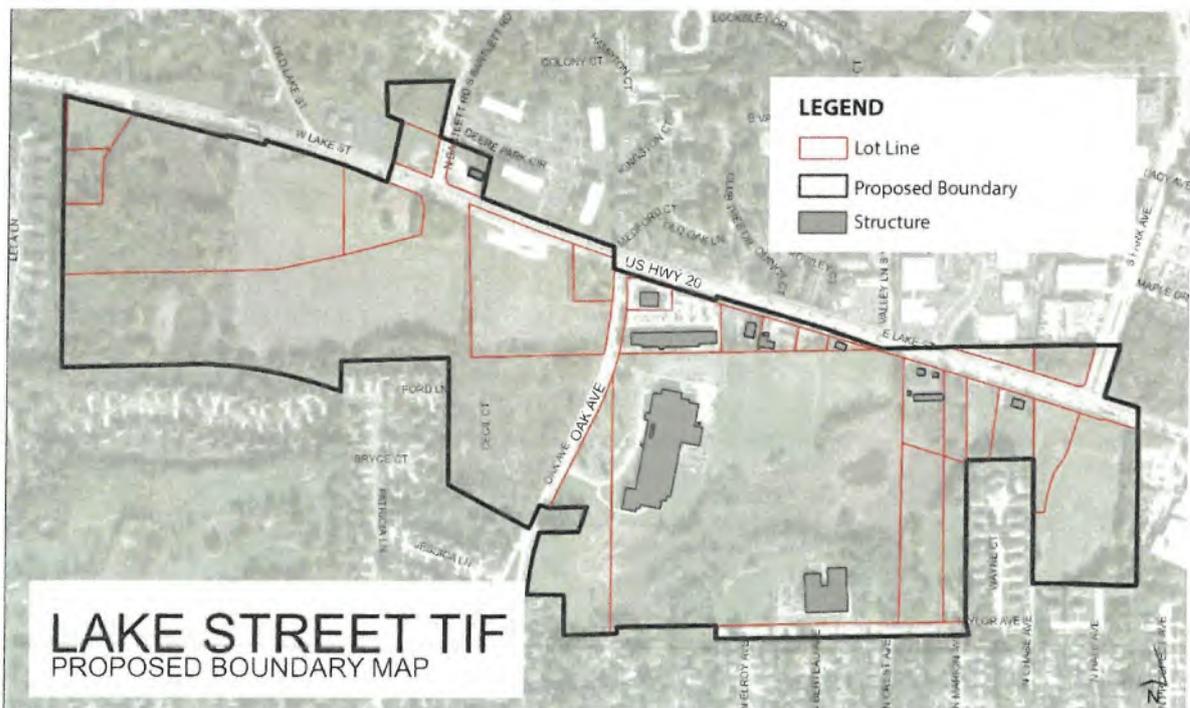
This report summarizes the analysis and findings of Teska's work. Teska has prepared this report with the understanding that the Village would rely on: (1) the findings and conclusions of this report in proceeding with the designation of the study areas as a "Redevelopment Project Area" under the Act; and (2) the fact that Teska has obtained the necessary information to conclude that the study area can be designated as a "Redevelopment Project Area" in compliance with the Act.

PART I: DESCRIPTION OF PROJECT AREA

The Project Area includes properties along the northern and southern sides of Lake Street, including an IDOT right-of way located along the southwest edge of Lake Street.

The Project Area includes a total of **28 parcels** and a total of **13 structures**, most of which are for retail uses. The full Project Area (improved and unimproved parcels) covers **approximately 154 +/- acres**. A few properties are private residential, and two parcels are owned by the U-46 School District. Many properties are vacant greenspace, and some contain wetlands. All properties that have buildings have parking lots on site.

Exhibit A: Proposed TIF Boundary



The TIF Act allows for the establishment of hybrid districts in which one or more sub-areas within a Project Area is eligible under the criteria focused on improved/developed property, and where one or more Sub-Areas within the Project Area meet the eligibility criteria that focuses on vacant undeveloped land. The Lake Street Corridor Project Area is eligible as a whole and as a hybrid district where the properties east of North Oak Avenue and east of Bartlett Road are found to be eligible as improved property and the area west of Oak Avenue and west of Bartlett Road are eligible as vacant undeveloped land.

PART II: ELIGIBILITY FINDINGS OF IMPROVED LAND

The Project Area includes **13 improved parcels** and a total of **13 structures**, most of which are for retail uses. A few properties are private residential, and two parcels are owned by the U-46 School District. Many properties are vacant greenspace, and some contain wetlands. All properties that have buildings have parking lots on site.

Teska Associates, Inc. conducted a field survey of every property within the Redevelopment Project Area. Based on an inspection of the exteriors of buildings and grounds, field notes were taken to record the condition for each parcel. This survey occurred on **Thursday, July 13, 2023**. Field observations were supplemented with information provided by Village and Hanover Township officials and online resources.

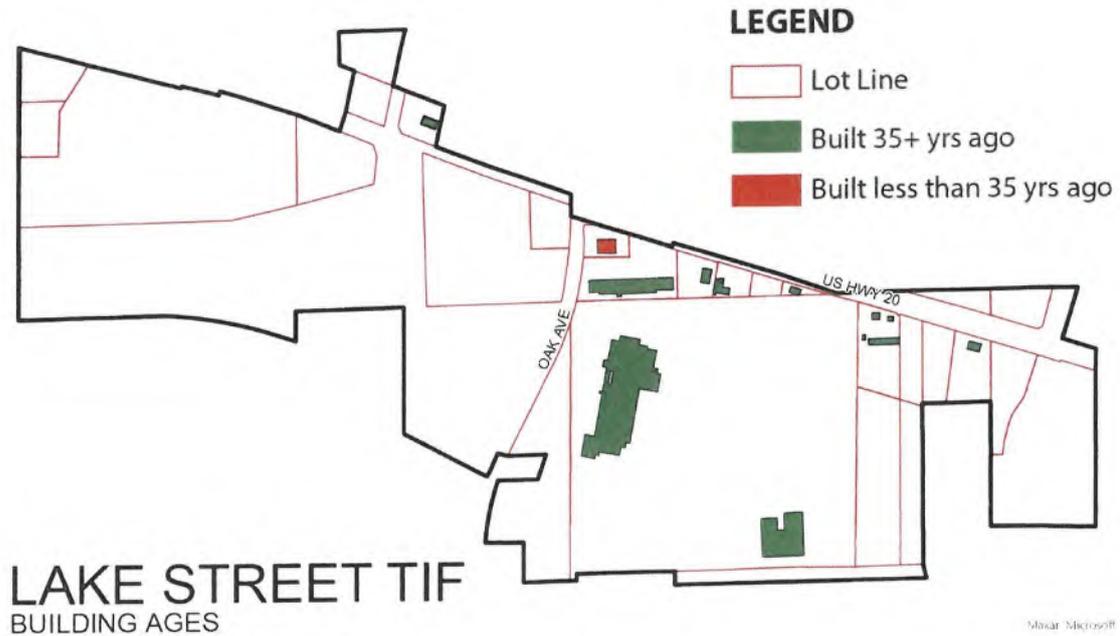
In order to be designated as a 'conservation area', at least 50% of the structures must be 35 years or more in age, and a combination of at least three (3) of the other blighting factors must be present to a meaningful extent and reasonably distributed throughout the Project Area.

Age of Buildings

There are **13 structures** located within the Project Area, including principal buildings and accessory buildings, such as garages, sheds, etc. Building construction dates were provided by the Village, confirmed during field observations of construction methods and materials and corroborated by Cook County Assessor data. This data indicates (*shown in Exhibit B on the following page*) that a substantial majority of structures (92.3%) within the Project Area were developed prior to 1988 (35 years).

Due to this finding, the definition of 'conservation area' is evaluated in this Eligibility Report, requiring 'age of buildings' plus three (3) additional eligibility criteria for TIF designation.

Exhibit B: Building Ages



Dilapidation

Dilapidation refers to an advanced state of disrepair of buildings or improvements of the neglect of necessary repairs, causing the building or improvement to fall into a state of decay. At a minimum, dilapidated buildings include those with critical defects in primary structural components (roof, bearing walls, floor structure, and foundation), building systems (heating, ventilation, lighting and plumbing), and secondary structural components in such combination and extent that (i) major repair is required or, (ii) the defects are so serious and so extensive that the buildings must be removed.

Field observation of exterior building conditions within the Project Area indicate isolated structures displaying severe structural defects. Some lots with structures contain buildings that have been abandoned for many years and are in a serious state of disrepair. One property contains a strip mall where some units are maintained and others are in a state of dilapidation, particularly within the interior retail spaces.

Based on this analysis, dilapidation is a significant contributing factor towards designation of the Project Area as a 'conservation area'.



ABOVE: Examples of Dilapidation observed during field survey.
Source: Teska Associates, Inc.

Obsolescence

Structures are typically built for specific uses or purposes with the design, location, height, and space intended for a specific type of occupancy at the time of construction. Buildings become obsolete when they contain characteristics or deficiencies, which limit their reuse and marketability. The characteristics of obsolescence may lead to loss in value to a property resulting from an inherent deficiency existing from poor or outdated design or layout, improper orientation of building on site, etc., which detracts from the overall usefulness or desirability of a property. Obsolescence in such buildings is typically difficult and expensive to correct.

Field observations within the Project Area showed structures that are functionally obsolete. Some properties, such as the site of a former gas station and another site that contained a hot dog stand, contain buildings that could no longer support their former uses. Within the strip mall, interior renovation is needed in order to support certain uses of vacant units.

While instances of both functional and economic obsolescence are present, they are not dominant throughout the entire Project Area. Obsolescence is present to some degree within the Project Area, but it is not present to such a degree, or distributed throughout the Project Area, as to demonstrate a qualifying factor towards designation of the Project Area as a 'conservation area'.

Deterioration

Buildings in a state of deterioration exhibit defects, which are not easily correctable in the course of normal maintenance. Such buildings may be classified as deteriorating or in an advanced stage of deterioration, depending upon the degree or extent of defects. This would include buildings with major defects in the secondary building components (e.g. doors, windows, porches, gutters and downspouts, fascia materials, etc.) and major defects in primary building components (e.g. foundations, walls, frames, roofs, etc.) respectively.

Field observations within the Project Area showed that most sites showed signs of site deterioration. Common issues relating to site improvements include displacement of masonry walls, unpaved or deteriorating alleyways and employee parking areas, deteriorating curbs, deteriorating sidewalks and damaged fencing which exceed the level of deterioration that would be corrected through normal maintenance. This is a characteristic that could be remedied from the infrastructure investment associated with the establishment of a TIF district. Additionally, field observations showed that several structures within the Project Area contain major defects such as masonry displacement, water damage, cracks in foundation, and sagging roof structures.

The extent and widespread distribution of deterioration, both of buildings and site improvements, has a negative effect upon neighboring properties. When buildings or improvements on adjacent properties are in a declining state, a property owner has less incentive to maintain or improve his or her own property. Deterioration contributes to vacancy, decreased EAV, and has the potential to spread which would lead the entire Project Area to a blighted condition.

Exhibit C: Deterioration



Deterioration of buildings and site improvements is a significant contributing factor towards designation of the Project Area and as 'conservation area'.



ABOVE: Examples of Deterioration observed during field survey.
Source: Teska Associates, Inc.

Illegal Use of Structures

This factor applies to the use of structures in violation of applicable national, state, or local laws, and not to legal, nonconforming uses. Examples of illegal uses may include, but not be limited to the following:

- Illegal home occupations;
- Conduct of any illegal vice activities such as gambling, drug manufacture or dealing, prostitution, sale and/or consumption of alcohol by minors;
- Uses not in conformance with local zoning codes and not previously grandfathered in as legal nonconforming uses;
- Uses in violation of national, state or local environmental and occupational safety and health regulations.
- Uses involving manufacture, sale, storage or use of dangerous explosives and firearms.

Field observations did not reveal significant obvious instances of illegal uses, and no documented cases of illegal uses were discovered. Although isolated instances of illegal use may be present within the Project Area, they are not widespread or distributed widely throughout the Project Area. Therefore, illegal use of individual structures is not considered as a qualifying factor towards designation of the Project Area as a 'conservation area'.

Presence of Structures Below Minimum Code Standards

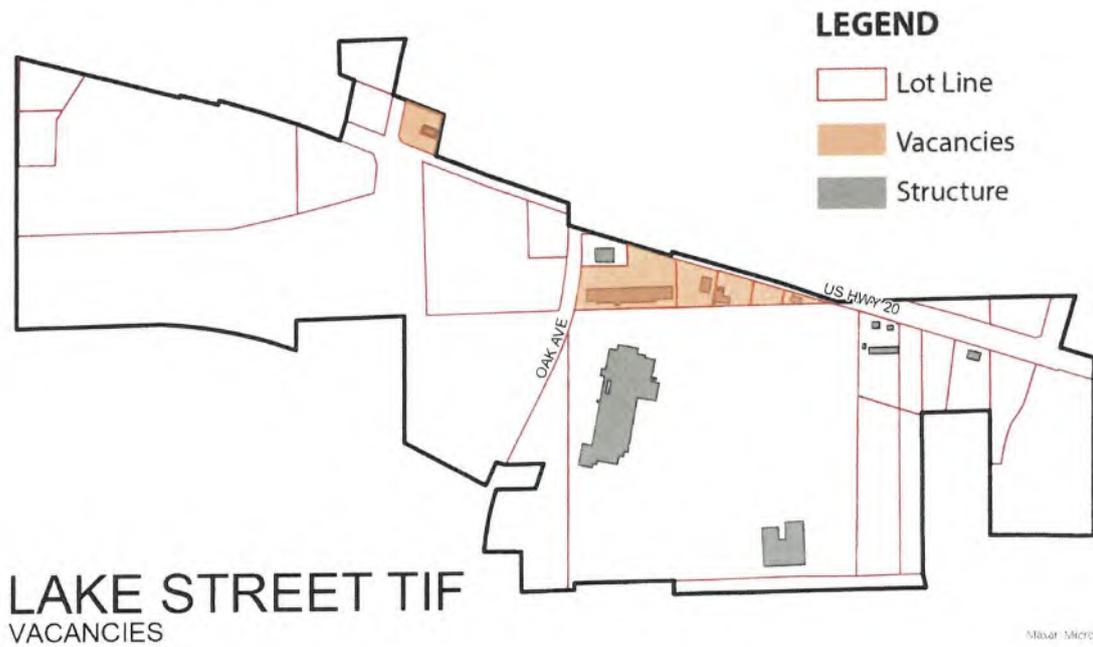
Structures below minimum code standards include all structures which do not meet the standards of zoning, subdivision, building, housing, property maintenance, fire, or other governmental codes applicable to the property. The principal purposes of such codes are to require buildings to be constructed in such a way as to sustain safety of loads expected from this type of occupancy, to be safe for occupancy against fire and similar hazards, and/or establish minimum standards essential for safe and sanitary habitation. Structures below minimum code is characterized by defects or deficiencies, which are presumed to threaten health and safety.

Given that the majority of individual structures in the Project Area were constructed over 35 years ago, the presence of nonconformities to current code standards are possible. Field observations did not reveal obvious instances of structures below minimum code standards indicative of widespread existence. Therefore, the presence of structures below minimum code standards is not considered as a qualifying factor towards designation of the Project Area as a 'conservation area'.

Excessive Vacancies

Establishing the presence of this factor requires the identification and documentation of the presence of vacant buildings and vacant portions of buildings. Excessive vacancy refers to the presence of buildings which are unoccupied or underutilized and which represent an adverse influence on the area because of the frequency, extent, or duration of such vacancies. It includes properties which evidence no apparent effort directed toward their occupancy or utilization and vacancies within buildings.

Exhibit D: Vacancies



Instances of vacant and/or partially vacant commercial structures are present within the Project Area. There is evidence that some individual structures have remained vacant for several years while others have had partial vacancies or intermittent occupancy. Many of the vacant properties also fall into categories of Dilapidation, Obsolescence, Deterioration, etc. Additionally, many parcels remain vacant and lack the necessary components for development.

Due to this, excessive vacancies are a significant contributing factor towards designation of the Project Area as a 'conservation area'.



ABOVE: Evidence of Vacancies observed during field survey.
Source: Teska Associates, Inc.

Lack of Ventilation, Light or Sanitary Facilities

Many older structures fail to provide adequate ventilation, light or sanitary facilities as required by local building or housing codes. This is also a characteristic often found in illegal or improper building conversions. The criteria used for determining the presence of this factor can be found in local codes and ordinance, or in locally adopted national codes such as the International Building Codes (IBC) by the International Code Council (ICC), and the Model Housing Code of the American Public Health Association (APHA). Lack of ventilation, light, or sanitary facilities is presumed to adversely affect the health and building occupants, e.g., residents, employees, or visitors.

Field observation revealed that at least one of the vacant structures within the Project Area exhibited a lack of ventilation, light, or sanitary facilities that would be considered unsafe or unhealthy. However, a lack of ventilation, light, or sanitary facilities is not widely distributed and does not contribute to the designation of the Project Area as a 'conservation area'.

Inadequate Utilities

This factor relates to all underground and overhead utilities, including, but not limited to, storm sewers and storm drainage, sanitary sewers, water lines, and gas, telephone and electric service, which may be shown to be inadequate. Inadequate utilities would include those which are (i) of insufficient capacity to serve the uses in the redevelopment project and surrounding areas, (ii) deteriorated, antiquated, obsolete, or in disrepair or are lacking.

A lack of existing utilities, or perhaps inadequate utilities for contemplated developments, of several undeveloped properties within the Project Area may act as financial impediment to the feasibility of development, this condition is not so widespread as to contribute to the designation of the Project Area as a 'conservation area'.

Excessive Land Coverage and Overcrowding of Structures and Community Facilities

This factor may be documented by showing all instances where building coverage is excessive. Excessive land coverage refers to the over-intensive use of property and the crowding of buildings and accessory facilities onto a site. Problem conditions include buildings either improperly situated on the parcel or located on parcels of inadequate size and shape in relation to present-day standards of development for health and safety, and multiple buildings on a single parcel. The resulting inadequate conditions include such factors as insufficient provision for light and air, increased threat of spread of fires due to close proximity to nearby buildings, lack of adequate or proper access to a public-right-of-way, lack of required off-street parking, and inadequate provision for loading and service. Excessive land coverage conditions are presumed to have an adverse or blighting effect on nearby development. This characteristic is viewed relative to its urban context, common practice, and contemporary development standards.

According to field survey and other planning documents, most improved parcels within the Project Area include a single structure. Therefore, there are minimal instances of excessive land coverage and overcrowding of structures within the Project Area, so this does not contribute to the designation of the Project Area as a 'conservation area'.

Deleterious Land Use or Layout

Deleterious land uses include all instances of incompatible land-use relationships, buildings occupied by inappropriate mixed-uses, or uses which may be considered noxious, offensive or environmentally unsuitable.

Improved parcels within the Project Area do not pose deleterious impacts on adjacent uses. While some developed parcels are irregularly shaped, and their size and depth do not meet modern standards for development, and do not pose significant concerns such as to lead them to qualify under this standard. Structures and uses present in the Project Area do not exhibit widespread deleterious land uses or layouts, and as such do not contribute to the designation of the Project Area as a 'conservation area'.

Lack of Community Planning

Lack of community planning may be a significant factor if the proposed Project Area developed prior to or without the benefit or guidance of a community plan. This means that no community plan existed, or it was considered inadequate, and/or was vitally ignored during the time of the area's development. Lack of planning may be documented by establishing the date of adoption of the Village's Comprehensive Plan (or other plans which may be relevant) and determining whether the area developed before or after that date. This finding may be amplified by other evidence which shows the deleterious results of the lack of community planning, including cross-referencing other factors cited in the eligibility findings, such as adverse or incompatible land use relationships, inadequate street layout, improper subdivision, and parcels of inadequate size and shape to meet contemporary development standards.

Community Plans

The Village of Bartlett adopted its first Comprehensive Plan in 1978 and with subsequent updates to the future land use plan in 1995 and 2002. However, much of the Project Area developed under Cook County's jurisdiction, prior to annexation into the Village, and before the creation of the Village's Comprehensive Plans. The development pattern along Lake Street reflects its early use in post-WWII auto-oriented activities along State and US routes like Lake Street. Those development patterns inhibit contemporary development as a result of shallow lots, inadequate utilities, multiple uncontrolled highway access points, and vacant and decaying buildings that are no longer useable for their original or contemporary purposes.

Therefore, Lack of Community Planning is found to be widespread within the Project Area, and a significant contributing factor towards designation of the Project Area as a 'conservation area'.

Environmental Remediation Costs Impeding Development

This factor may be documented by determining if any requirements by the Illinois Environmental Protection Agency (IEPA), the United States Environmental Protection Agency (EPA), or any study conducted by a recognized independent expert consultant has resulted in the need to incur remediation costs for a site that have resulted in impeding further site redevelopment.

The need for environmental clean-up of sites within the project area is both an eligibility condition and an eligible cost of a TIF district. Where the proposed redevelopment project area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or Federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

Within the project area there are a few sites within the Project Area that were former gas stations and automobile repair shops that will most likely will need remediation. Additionally, there are natural wetlands in the area that are documented but not protected.

Although there are other existing and past uses of properties within the study area that are associated with potential environmental contamination, including automobile repair and abandoned gas stations, no additional documented evidence is available from local, state or US EPA were found.

The documented existence of sub-surface contamination, with documented significant clean-up costs, and the existence of probable additional contamination constitute a material impediment to the development or redevelopment of the redevelopment project area. Although conditions of environmental remediation needs are known to be present within the Project Area and contribute to the designation of the Project Area as a 'conservation area', they are documented to be a minor contributor to eligibility.



Source: National Wetlands Inventory, US Geological Survey, accessed 11/20/2023

Decline in Equalized Assessed Value

This factor can be cited if the total equalized assessed value of the Project Area has declined for 3 of the last 5 calendar years in which information is available, **or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available**, or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 Calendar years for which information is available.

Table 1: Equalized Assessed Values for Project Area

	Project Area EAV	% Change	Total EAV of Village (excluding project area)	Percent Change of EAV	Consumer Price Index (CPI)	Percent Change of CPI
2018	\$4,221,486	-1.0%	\$1,094,174,425	1.74%	251.107	2.44%
2019	\$5,751,069	26.6%	\$1,160,886,115	6.10%	255.657	1.81%
2020	\$5,949,684	3.3%	\$1,186,442,964	2.20%	258.811	1.23%
2021	\$5,720,930	-4%	\$1,176,079,854	-0.87%	270.97	4.70%
2022	\$5,354,287	-6.8%	\$1,328,319,233	12.94%	292.655	8%
2023	\$5,970,853	10.3%	\$1,503,218,079	13.17%	304.7	4%
Contributing to Eligibility?				Yes		

As shown in Table 1 above, the aggregate equalized assessed value (EAV) of the Project Area increased at an annual rate that is less than the balance of the municipality in 3 of the past 5 years.

Based on this assessment, decline in equalized assessed value is a qualifying factor towards designation of the Project Area as a 'conservation area'.

PART III: ELIGIBILITY FINDINGS OF VACANT (UNIMPROVED) LAND

Vacant (unimproved) land is subject to specific eligibility criteria which are different than the criteria for developed (improved) land. Section 5/11-74.4-2 defines the criteria for vacant land. The following criteria have been found to be present, widespread to a meaningful extent, and reasonably distributed throughout the vacant part of the redevelopment area.

The Project Area includes **15 unimproved parcels**. The Project Area includes several large vacant (unimproved) parcels, extensive, unimproved rights-of-way. Some properties contain wetlands. These properties qualify under the vacant land standards (65 ILCS 5/11-74.4-2) established in the Act under the following factors:

1. ***Obsolete platting of vacant land that results in parcels of limited or narrow size or configurations of parcels of irregular size or shape that would be difficult to develop on a planned basis and in a manner compatible with contemporary standards and requirements, or platting that failed to create rights-of-ways for streets or alleys or that created inadequate right-of-way widths for streets, alleys, or other public rights-of-way or that omitted easements for public utilities.***

South of Lake Street, at the westernmost corner of the Project Area (pictured below), three parcels under common ownership exhibit obsolete platting. One (06-27-403-006) is a long, extremely narrow parcel adjacent to an existing residential neighborhood to the west and is by itself undevelopable. Another parcel (06-27-403-019) has no roadway access. The third parcel (06-27-403-018), at just over one acre, has had little incentive to develop on its own. The larger adjacent properties to the east within the Project Area are under different ownership. With significant uncertainty over the years of roadway development and obsolete platting, private development has not occurred and is unlikely to occur without intervention.



Source: Cook County Viewer, showing 2024 parcel lines in lime green.

The largest acreage of unimproved land is located west of Oak Avenue, south of Lake Street (pictured below). This land is comprised of four parcels under multiple ownership and a large, irregularly shaped portion of the land is designated as ROW, owned by IDOT.



Source: Cook County Viewer, showing 2024 parcel lines in lime green.

Lake Street functions as an arterial, carrying an estimated 35,700 – 35,900 vehicles per day. Within the project area, several roadways function as collectors, sending traffic to Lake Street. North / south vehicular traffic through the area using Bartlett Road and North Oak Avenue, inter-connecting via Lake Street. The realignment of Oak Avenue to connect it more directly to Bartlett Road is a key recommendation of the Village's Comprehensive Plan and an important element of the plans for Lake Street (and Elgin-O'Hare Expressway) improvements, but there have been no State efforts to complete the Elgin-O'Hare Expressway nor has the Village funded any such realignment pending IDOT's go/no go decision on the Expressway.

Between 2003 and 2004, the previously platted but yet undeveloped properties planned along an extension of Ford Lane (which would have connected to N. Oak Avenue) were consolidated as part of Illinois Department of Transportation (IDOT) right of way in preparation for future Elgin-O'Hare Expressway connections. Ultimately, IDOT developed the Eastern portion of the planned IL-390 Elgin-O'Hare Expressway, which connects to Lake Street further east in Hanover Park, therefore making the land acquired by IDOT within the Project Area no longer required for such roadway or highway-supporting stormwater management. While the IDOT held the land, no new development and little property reinvestment has occurred on adjacent properties not owned by IDOT but influenced on the potential existence of the Highway. The uncertainty of the highway improvement put these properties in limbo and has contributed to the disinvestment and deterioration and value of properties within the study area.

The Village has encouraged IDOT to either make the originally planned improvements or to relinquish the properties to allow for rational use and redevelopment. As a result, IDOT has committed to vacating those portions of its property that are currently designated as wetland or floodplain to a public entity to protect them from the impact of development of adjacent

property and has indicated its willingness to sell the remaining developable portion of its property at fair market value once the Oak Avenue realignment is complete.



Source: Cook County Viewer, showing 2003 parcel lines

Two parcels (06-35-100-003 and 06-35-100-053) also exhibit obsolete platting as they are irregularly shaped, both smaller than 1 acre, and provide extremely limited depth for modern development standards. The larger of the two does not have any existing curb cuts and therefore no direct road access.



2. **Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land.**

As evidenced in the above eligibility analysis for improved properties within the Project Area, site and structure deterioration is a contributing criterion observed on properties adjacent vacant, unimproved land.

3. **When compared to the Equalized Assessed Value (EAV) of the Village as a whole (excluding the project area) the project area is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available.**

Table 2: Equalized Assessed Values for Project Area

	Project Area EAV	% Change	Total EAV of Village (excluding project area)	Percent Change of EAV	Consumer Price Index (CPI)	Percent Change of CPI
2018	\$4,221,486	-1.0%	\$1,094,174,425	1.74%	251.107	2.44%
2019	\$5,751,069	26.6%	\$1,160,886,115	6.10%	255.657	1.81%
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2022	\$5,354,287	-6.8%	\$1,328,319,233	12.94%	292.655	8%
2023	\$5,970,853	10.3%	\$1,503,218,079	13.17%	304.7	4%
Contributing to Eligibility?				Yes		

As shown in Table 2 above, the aggregate equalized assessed value (EAV) of the Project Area increased at an annual rate less than the balance of the community for 3 of the past 5 years.

Based on this assessment, decline in equalized assessed value is a qualifying factor towards designation of the Project Area as a 'blighted area'.

PART IV: CONCLUSION

Based on the findings contained herein, the Project Area qualifies for eligibility as a "redevelopment project area".

Based on the findings contained herein, **improved land** within the Project Area qualifies as 'blighted area' in accordance with the criteria established in the Act, based on the predominance of buildings within the Project Area being older than 35 years in age, and the documented extent of parcels exhibiting characteristics of the following major contributing factors:

1. Dilapidation;
2. Deterioration;
3. Excessive Vacancies;
4. Relative Decline in Total Equalized Assessed Value in 3 of the past 5 calendar years; and
5. Lack of Community Planning.

In addition, the documented extent of parcels exhibiting characteristics of the following factors contribute to the overall eligibility of the Project Area:

1. Environmental Remediation Costs

Based on the findings contained herein, **unimproved land** within the Project Area qualifies as a 'blighted area' in accordance with the criteria established in the Act, based documented extent of parcels exhibiting characteristics of the following major contributing factors:

4. Obsolete platting of vacant land;
5. Deterioration of structures or site improvements in neighboring areas; and
6. Relative Decline in Total Equalized Assessed Value in 3 of the past 5 calendar years.

Together, the documented characteristics of improved and unimproved land contribute to the eligibility of the Project Area as a 'blighted area'. All of these characteristics point towards the need for designation of the Project Area as a 'blighted area' to be followed by public intervention in order that redevelopment might occur.

Certificate of the Publisher

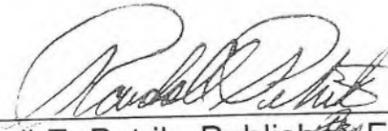
Examiner Publications, Inc. certifies that it is the publisher of The Examiner of Bartlett. The Examiner of Bartlett is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the Village of Bartlett, Township of Wayne, County of DuPage, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 2 times in The Examiner of Bartlett, namely one time per week for 2 successive weeks. The first publication of the notice was made in the newspaper, dated and published on July 24, 2024 and the last publication of the notice was made in the newspaper dated and published on July 31, 2024. This notice was also placed on a state wide public notice website as required by 5 ILCS 5/2.1.

In witness, Examiner Publications, Inc. has signed this certificate by Randall Petrik, its publisher, at The Village of Bartlett, Illinois, on July 31, 2024.

Examiner Publications, Inc.

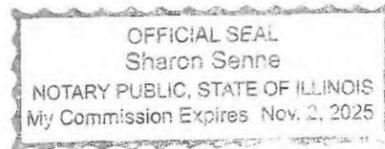
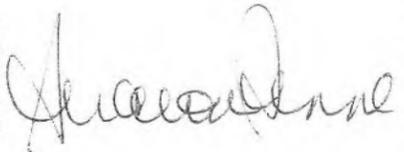
By: Publisher



Randall E. Petrik, Publisher, Examiner Publications, Inc.

Subscribed and sworn to before me this 31 day of July, A.D. 2024.

Notary Public

LEGAL NOTICE

NOTICE OF PUBLIC HEARING

VILLAGE OF BARTLETT,
COOK, DUPAGE AND KANE
COUNTIES, ILLINOIS

LAKE STREET CORRIDOR TAX INCREMENT FINANCING DISTRICT

Notice is hereby given that on Tuesday, August 20, 2024, at 7:00 p.m., at the Village of Bartlett Village Hall, 228 S. Man Street, Bartlett, Illinois 60103, a public hearing will be held to gather public comment on a proposed redevelopment plan (the "Redevelopment Plan") and the designation of a proposed redevelopment project area to be known as the Lake Street Redevelopment Project Area (the "Project Area") and the adoption of Tax Increment Financing (TIF) therefore. The Project Area includes 28 parcels, containing 13 principal structures. The Project Area includes parcels located on Lake Street, roughly between Lela Lane and Hale Avenue, and includes approximately 154 acres more or less.

There will be considered, at a future Village Board meeting after the completion of the public hearing, approval of the proposed Redevelopment Plan and Program for, and the designation of, the proposed Redevelopment Project Area and adoption of tax increment allocation financing, therefore. The proposed Redevelopment Plan and Program is on file and available for public inspection at the Village of Bartlett Village Hall, 228 S. Man Street, Bartlett, Illinois 60103. Pursuant to the proposed Redevelopment Plan and Program the Village proposes to facilitate the redevelopment of the proposed Redevelopment Project Area by utilizing Tax Increment Financing to fund various eligible project costs to stimulate private investment within the proposed Redevelopment Project Area. These eligible project costs may include, but shall not be limited to, studies, surveys, professional fees, property assembly costs, construction of public improvements and facilities, financing costs and interest costs, acquisition and reconveyance of land in the proposed Redevelopment Project Area, demolition, clearance, and related site preparation activities, all as authorized under the Tax Increment Allocation Redevelopment Act, as amended. The proposed Redevelopment Plan proposes to provide assistance by paying or reimbursing costs related to environmental and planning studies, surveys, professional services and administration activities, public improvements and facilities, land acquisition, building rehabilitation, site preparation, the execution of one or more redevelopment agreements, and the payment of financing and interest costs.

Prior to or at the hearing, all interested persons or affected taxing districts may file written objections with the Village Clerk and may be heard orally with respect to any issues regarding the approval of the proposed Redevelopment Plan and Program for the designation of the proposed Redevelopment Project Area and the adoption of tax increment financing, therefore. The Village has also established an Interested Parties Registry for anyone interested in staying informed of activity within the proposed TIF District. This hearing may be adjourned by the Village Board without further notice other than a motion to be entered upon the minutes of the hearing fixing the time and place of the subsequent hearing.

LEGAL DESCRIPTION (Lake Street TIF - Bartlett):
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 27, THE SOUTHWEST QUARTER OF SECTION 26, THE NORTHEAST QUARTER OF SECTION 34 AND THE NORTHWEST QUARTER OF SECTION 35 IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER

OF SAID SECTION 27; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 27 TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20); THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20) TO A POINT THAT IS 230.49 FEET NORTHWESTERLY OF THE CENTERLINE OF BARLETT ROAD; THENCE NORTHWESTERLY ALONG A LINE THAT IS NORTHWESTERLY OF AND PARALLEL WITH THE CENTERLINE OF BARLETT ROAD TO A POINT ON A LINE THAT IS NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20); SAID POINT BEING 250.82 FEET NORTHEASTERLY OF SAID CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20); AS MEASURED ALONG SAID PARALLEL LINE WITH THE CENTERLINE OF BARLETT ROAD; THENCE NORTHWESTERLY ALONG SAID LINE THAT IS NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20) 77.11 FEET TO A POINT ON A LINE; THENCE NORTHERLY ALONG SAID LINE TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27, SAID POINT BEING 357.83 FEET WESTERLY OF THE INTERSECTION WITH SAID NORTH LINE AND SAID CENTERLINE OF BARLETT ROAD; THENCE EAST ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 27 TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID BARLETT ROAD; THENCE SOUTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SAID BARLETT ROAD; THENCE NORTHWESTERLY ALONG SAID LINE THAT IS NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20); THENCE SOUTHEASTERLY ALONG SAID LINE THAT IS NORTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF LAKE STREET (AKA U.S. ROUTE 20) TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20); THENCE SOUTHWESTERLY ALONG SAID LINE THAT IS SOUTHEASTERLY OF AND PARALLEL WITH THE CENTERLINE OF BARLETT ROAD TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20); THENCE SOUTHWESTERLY ALONG SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26 TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF PARK BOULEVARD; THENCE SOUTHWESTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF PARK BOULEVARD TO A POINT ON SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20); THENCE SOUTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF LAKE STREET (AKA U.S. ROUTE 20) TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF ARTHUR R. LEVINE'S ADDITION TO THE VILLAGE OF BARTLETT, AS RECORDED FEBRUARY 14, 1957 AS

DOCUMENT NUMBER 16825886; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION OF THE EAST LINE OF ARTHUR R. LEVINE'S ADDITION TO THE VILLAGE OF BARTLETT TO A POINT 186 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 35, SAID POINT ALSO BEING THE NORTHWEST CORNER OF ARTHUR R. LEVINE'S 2ND ADDITION TO THE VILLAGE OF BARTLETT, AS RECORDED JANUARY 10, 1961 AS DOCUMENT NUMBER 18058603; THENCE WEST ALONG THE NORTH LINE OF SAID ARTHUR R. LEVINE'S 2ND ADDITION TO THE VILLAGE OF BARTLETT TO A POINT ON THE EAST LINE OF BLANCHETTE'S SUBDIVISION, AS RECORDED DECEMBER 30, 1963 AS DOCUMENT NUMBER 2128917; THENCE NORTH ALONG SAID EAST LINE OF BLANCHETTE'S SUBDIVISION TO THE NORTHEAST CORNER THEREOF; THENCE WEST ALONG THE NORTH LINE OF SAID BLANCHETTE'S SUBDIVISION TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINE OF SAID BLANCHETTE'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF TAYLOR AVENUE; THENCE WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF TAYLOR AVENUE TO THE WESTERLY TERMINATION OF SAID TAYLOR AVENUE, SAID WESTERLY TERMINATION OF TAYLOR AVENUE ALSO BEING THE NORTHWEST CORNER OF LOT 29 IN TAYLOR'S SECOND ADDITION TO BARTLETT, AS RECORDED APRIL 2, 1959 AS DOCUMENT NUMBER 1852682; THENCE NORTH ALONG SAID WESTERLY TERMINATION OF TAYLOR AVENUE TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID TAYLOR AVENUE; THENCE WEST ALONG THE WESTERLY EXTENSION OF SAID NORTH RIGHT-OF-WAY LINE OF TAYLOR AVENUE TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF EASTERN AVENUE; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION TO THE NORTHEAST CORNER OF A DEDICATED PARCEL OF LAND, AS RECORDED JULY 23, 1978 AS DOCUMENT NUMBER 23570435; THENCE WEST ALONG THE NORTH LINE OF SAID DEDICATED PARCEL OF LAND TO THE NORTHWEST CORNER THEREOF; SAID NORTHWEST CORNER ALSO BEING A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34 TO A POINT ON A LINE THAT IS 186 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF OAK AVENUE; THENCE NORTH ALONG SAID LINE THAT IS 186 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF OAK AVENUE TO A POINT ON A LINE THAT IS 1152.32 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 34; THENCE WEST ALONG SAID LINE THAT IS 1152.32 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF NORTHEAST QUARTER OF SECTION 34 AND THE WESTERLY EXTENSION THEREOF TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID OAK AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE OF OAK AVENUE TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HICKORY AVENUE; THENCE NORTHWESTERLY ALONG A LINE TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID HICKORY AVENUE, SAID POINT IS OPPOSITE AND ADJACENT TO SAID POINT OF INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HICKORY AVENUE; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF HICKORY AVENUE TO THE NORTHEAST CORNER OF LOT 27

IN WILLIAMSBURG HILLS UNIT NUMBER 1 SUBDIVISION, AS RECORDED AUGUST 28, 1986 AS DOCUMENT NUMBER 86382846; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 27 AND THE NORTHEASTERLY LINES OF LOTS 26, 25, 24 AND 23 TO THE NORTHWESTERLY CORNER OF SAID LOT 23, SAID NORTHWESTERLY CORNER OF LOT 23 ALSO BEING A BEND POINT IN THE EASTERLY LINE OF LOT 18 IN SAID WILLIAMSBURG HILLS UNIT NUMBER 1 SUBDIVISION; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 18 AND THE EASTERLY LINE OF LOT 17 IN SAID WILLIAMSBURG HILLS UNIT NUMBER 1 SUBDIVISION TO THE NORTHEAST CORNER OF SAID LOT 17, SAID NORTHEAST CORNER OF LOT 17 ALSO BEING THE SOUTHEAST CORNER OF WILLIAMSBURG HILLS UNIT NUMBER 2 SUBDIVISION, AS RECORDED OCTOBER 18, 1988 AS DOCUMENT NUMBER 88479257; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID WILLIAMSBURG HILLS UNIT NUMBER 2 SUBDIVISION TO THE NORTHEAST CORNER THEREOF; SAID NORTHEAST CORNER ALSO BEING A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 34; THENCE WEST ALONG SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 34 TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER OF SECTION 34; THENCE SOUTH ALONG SAID WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34 TO THE NORTHEAST CORNER OF WILLIAMSBURG HILLS UNIT NUMBER 3 SUBDIVISION, AS RECORDED MAY 26, 1989 AS DOCUMENT NUMBER 89241734; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID WILLIAMSBURG HILLS UNIT NUMBER 3 SUBDIVISION TO THE NORTHWEST CORNER THEREOF; SAID NORTHWEST CORNER ALSO BEING THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID SECTION, 846.32 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 34, TO A POINT 186 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF THE COUNTY HIGHWAY AS DEDICATED BY PLAT RECORDED AS DOCUMENT NUMBER 8090523 FOR A POINT OF BEGINNING; THENCE CONTINUING ON A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 34, 186 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF THE COUNTY HIGHWAY; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE OF THE COUNTY HIGHWAY TO A POINT 726.32 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 34, AS MEASURED ON A LINE PARALLEL WITH THE EAST LINE OF SAID SECTION 34; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION 34, 186 FEET; THENCE SOUTHERLY ON A LINE PARALLEL WITH SAID EAST RIGHT-OF-WAY LINE OF THE COUNTY HIGHWAY TO THE POINT OF BEGINNING.

As published in The Examiner July 24 and 31, 2024 0731



VILLAGE OF BARTLETT
BOARD MINUTES
July 16, 2024

1. CALL TO ORDER

President Wallace called the regular meeting of July 16, 2024 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m.

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Assistant to the Village Administrator Sam Hughes, Economic Development Coordinator Tony Fradin, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Planning & Development Director Kristy Stone, Grounds Superintendent Matt Giermak, Chief of Police Geoff Pretkelis, Deputy Chief Rob Sweeney, Deputy Chief Naydenoff, Village Attorney Kurt Asprooth, and Village Clerk Lorna Gilles.

3. INVOCATION – Father Chris Ciomek from the St. Peter Damian Catholic 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 Hopkins stated that he would like to add items 12.D. 3 to the Consent Agenda – Resolution 2024-68-R, An Ordinance Amending the Bartlett Municipal Code Regarding Noise Limitations.

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.

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



VILLAGE OF BARTLETT
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ROLL CALL VOTE TO AMEND THE CONSENT AGENDA AND CONSENT ITEMS THEREIN

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

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

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

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

6. MINUTES – Covered and approved under the Consent Agenda.
7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT

Finance Director Todd Dowden stated that the Treasurer's Report for the month of May is included in the packet. Also included is the sales tax report and they received \$296,621 which is \$40,000 more than last year. For Motor Fuel Tax, they received \$143,652 which is consistent from the previous months. In regard to the Local Government Distributive Fund (LGDF), for the last fiscal year they received \$1,100,000 in the month of May which is at 6.47%. No changes were made for the budget year going forward.

9. PRESIDENT'S REPORT

President Wallace read out the National Night Out Proclamation. Sergeant Greg Milos thanked President Wallace, the Village Board, and Administration for their continued support doing this program every year. He went on to review the schedule for the week stating that August 2nd is the family fun night and twilight pool party which starts at 5pm at the Bartlett Community Center, August 3rd are block parties and lighting competition, August 4th is the golf event at Bartlett Hills which starts at 1pm, the event will conclude with the National night out picnic in the park event on August 6th. Sergeant Milos once again thanked staff for their support in making this event a success every year.

President Wallace asked how many block parties were scheduled, Sergeant Milos stated there were 14 scheduled. President Wallace thanked Sergeant Milos.



VILLAGE OF BARTLETT BOARD MINUTES July 16, 2024

President Wallace read the Proclamation for Code Enforcement Officer Susan DuChesne regarding her retirement from the Village of Bartlett.

Susan DuChesne thanked the Mayor, the Board, and Village Administrator Paula Schumacher for the opportunity to work for the Village of Bartlett for these past 27 years.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized anniversaries of the Commissioners. He thanked them for their efforts in serving our Community.

Trustee Deyne also thanked the Bartlett Police Department regarding how well they handled the altercation that took place on July 4th. He commended them for handling the altercation without anyone getting hurt. He also thanked the Public Works Department for keeping the community safe and operating during the storms that took place last week.

Trustee Gunsteen thanked all the volunteers and the Lion's Club for putting on a great event and parade for the 4th of July. He also thanked the Bartlett Police Department for all their efforts and response to the altercation that occurred on the 4th of July. He stated that the response received indicates that the Police Department has the support and the respect of neighboring communities and Villages. He went on to say that it makes him feel safe living in Bartlett.

Trustee Hopkins asked for an update regarding the water main project.

Public Works Director Dinges stated they are moving East now with the project. The plan is for the project to be completed before school starts, weather permitting. He went on to say the main wall should all be in, and they are moving along as planned. There is continued effort to maintain communication with the contractor who will provide a daily update regarding what section they are planning on working on as well as detours.

Trustee Hopkins asked if they planned on repaving North Avenue and Oak when the project is completed.

Public Works Director Dinges stated they are working on patching, but they do have STP funding for North Avenue for next year. They are also working on getting Oak Avenue to receive the same funding, the hope is to get them both completed next year.

Trustee Gandsey stated she has been receiving concerns from residents regarding not receiving updates about road closures and detours.

Public Works Director Dinges stated they will continue to post on the website as well as social media to get the information out.

Trustee Gandsey asked if these updates could be sent out via social media or the App.



VILLAGE OF BARTLETT BOARD MINUTES July 16, 2024

Village Administrator Paula Schumacher and Public Works Director Dinges stated they do conduct "door knocks" where they do make residents aware or do a door hanger letting them know of work being completed.

Trustee Gunsteen had a question about the stop light Southbound on Oak, he asked for confirmation regarding the lanes, specifically the turn lane. He went on to say that he's noticed cars speeding up and cut in front to cross the train tracks. He asked that once striping is completed that it's marked accordingly to prevent these issues moving forward.

Public Works Director stated that was the plan and they will make sure it's marked accordingly.

Trustee LaPorte thanked Assistant Public Works Director Tyler Isham for his efforts regarding the retention pond on Hillcrest was full to the point where the sewer was backing up in the parking lot. He got guys out at 7am to get it fixed and cleared up. Trustee LaPorte thanked Assistant Public Works Director Isham for his quick response in getting the issue resolved.

11. TOWN HALL

Diane Rocha, 315 W. North Ave.

Ms. Rocha expressed concern over a loud party that occurred at a residence by the Church at Western and North. She stated that the music was so loud, you could hear the bass vibrating through the entire residence. She went on to say that upon speaking with her other neighbors, it was also reported that guests at the party were publicly urinating in the street. She did state that she called the police who were unable to do much due to not having a noise ordinance in place. After voicing her concerns, Ms. Rocha did thank the Board and the Police Department for all they do for the community.

Trustee Gunsteen did let Ms. Rocha know that a Noise Ordinance was passed tonight.

President Wallace encouraged Ms. Rocha to come back to speak to the Board regarding any other noise issues that might occur in the neighborhood.

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen presented Resolution 2024-66-R, Approving the Second Amendment to the Amended Development Agreement Between the Village of Bartlett, Manny Rafidia, MMAJ, LLC, and Blink Builders LLC.

Trustee Gunsteen presented Ordinance 2024-67, Ordinance Granting an Extension for Construction to Commence for the Residences at Bartlett Station PUD.

Trustee Deyne made a motion to table Resolution 2024-66-R to another Board Meeting, that



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motion was seconded by Trustee Gunsteen.

ROLL CALL VOTE TO TABLE RESOLUTION 2024-66-R TO THE NEXT BOARD MEETING.

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

Trustee Deyne made a motion to table Ordinance 2024-67 to another Board Meeting, that motion was seconded by Trustee Suwanski.

ROLL CALL VOTE TO TABLE ORDINANCE 2024-67 TO THE NEXT BOARD MEETING.

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

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that there was no report

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

Trustee LaPorte stated that there was no report

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins presented the following items that were covered under the Consent Agenda:

1. Smoke and Irons Class D License
2. Hanover Township Food Truck Festival Class D Liquor License
3. Ordinance 2024-68 Amending the Bartlett Municipal Code Regarding Noise Limitations

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski presented Resolution 2024-69-R Approving the Third Extension of the Towing Services Agreement with Bloomingdale Rescue Recovery Inc. under the Consent Agenda.

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE



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Trustee Deyne presented Resolution 2024-70-R, a Resolution Approving the Fourth Amendment to the Sewer Service Agreement between the Village of Bartlett and the Metropolitan Water Reclamation under the Consent Agenda.

Trustee Deyne presented Resolution 2024-71, an Ordinance Amending the Bartlett Municipal Code Section 6-11-1204.3: Schedule III, Yield Right of Way Intersections under the Consent Agenda.

13. NEW BUSINESS - None

14. QUESTION/ANSWER PRESIDENT & TRUSTEES

Trustee LaPorte stated that there was no meeting August 6, 2024, due to National Night Out, he asked if they could meet before the next scheduled meeting to further discuss Agenda Items 12. A 1 and 12. A 2. President Wallace stated that they could call to have a Special Board Meeting before then based on where negotiations are with the attorneys.

Trustee Gandsey wanted to clarify Union versus Non-Union contractors.

Village Administration Paula Schumacher stated that she would like to see a list that clearly states Union versus Non-Union.

Trustee Hopkins stated that he would like to discuss at a future meeting how the Village stores and/or destroys of Executive Session meeting recordings.

Village Attorney Kurt Asprooth clarified that the Opens Meeting Act allows any Public Body to destroy any verbatim recordings of a closed session if the session is from 18 months prior, and the Board has already approved the minutes. He went on to say that it's routine for a Public Body to destroy the verbatim minutes.

Trustee Hopkins stated that he thinks if it's an ongoing issue or project that's being worked on, that there should be kept on file to be able to go back and review it.

President Wallace agreed that while the Village was not in violation, it was a good point to be discussed further.

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
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ROLL CALL VOTE TO ADJOURN

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

The meeting was adjourned at 7:46 p.m.

Jackie Cardoza
Executive Assistant



VILLAGE OF BARTLETT COMMITTEE MINUTES July 16, 2024

1. CALL TO ORDER

President Wallace called the Committee of the Whole meeting of July 16, 2024 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:46 p.m.

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Assistant to the Village Administrator Sam Hughes, Economic Development Coordinator Tony Fradin, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Planning & Development Director Kristy Stone, Grounds Superintendent Matt Giermak, Chief of Police Geoff Pretkelis, Deputy Chief Rob Sweeney, Deputy Chief Naydenoff, Village Attorney Kurt Asprooth, and Village Clerk Lorna Giles.

3. TOWN HALL: None

4. STANDING COMMITTEE REPORTS

A. BUILDING AND ZONING COMMITTEE, CHAIRMAN GUNSTEEN

1. Unincorporated and Infill Sites Review

Chairman Gunsteen stated the feedback from the Committee of the Whole will serve as the starting point for the strategic plan short term complex goals, initiate update of future use plan for the Village. Based on tonight's discussion of development opportunities in the Village, staff will determine Sub Areas for further study.

Planning and Development Services Director Kristy Stone then went over the attached presentation regarding Bartlett's Developmental Potential.

Slide 9 : Castle Creek Outlot, Trustee Hopkins asked if that property was listed for sale. Planning and Development Services Director Kristy Stone stated that it was not.

Slide 11 : West Bartlett and Route 59, Trustee Deyne asked Planning and Development Services Director Kristy Stone to provide a definition of a Truck Stop Establishment. She stated that it has to sell a certain amount of Diesel fuel and have separate designated Diesel pumps. If you have the Diesel pumps and meet the threshold of gas sales, you are able to have video gaming. She went on to say that the purpose of the Truck Stop Establishment is to have video gaming.



VILLAGE OF BARTLETT COMMITTEE MINUTES July 16, 2024

Trustee Gunsteen asked if that could be looked into since a lot of other Village's now have a Pump and Go.

Planning and Development Services Director Kristy Stone stated that the reason they kept it as a Truck Stop Establishment was to keep it consistent with the State's definition.

Trustee Gunsteen stated he was not looking to do this in any specific area, but did want to look into changing the terminology for future use of land.

Slide 12 : Route 59 South of Lake Street, Trustee Gunsteen asked about the property to the South of #2. Planning and Development Services Director Kristy Stone stated that there's an application in before Cook County's Zoning Board of Appeals to build another U-Haul self storage unit.

Trustee Deyne asked why that was with Cook County. Planning and Development Services Director Kristy Stone stated that it was never annexed into the Village and is not a part of City of Bartlett. She went on to say that she attended the Zoning Board hearing where the Village has objected to it. We are now waiting for the Zoning Board of Appeals to make their recommendation at which point we would bring this to the Village Board to pass a formal Resolution before it get to the Cook County Board.

Slide 13 : Eastpointe Estates Outlot (B-2), Trustee Deyne asked if there was any current interest in that lot. Planning and Development Services Director Kristy Stone stated that the last time they had any interest, was back in 2018.

Slide 15 : The Promenade, Trustee Hopkins asked Planning and Development Services Director Kristy Stone what he thought the applicant paid to go through the approval process. She stated approximately \$25,000-\$50,000.

Slide 16 : Route 59 and Norwood, Trustee Suwanski asked if that was the Village's property. Planning and Development Services Director Kristy Stone stated that it was not and is privately owned.

Slide 18 : West side of Route 59 North of Schick Road, Trustee Gunsteen asked about the land that was purchased to build a Dunkin Donuts. Planning and Development Services Director Kristy Stone stated that the petitioner submitted a building permit application but did not meet all the conditions of their approval. Trustee Gunsteen asked how long it's been since they submitted their permit, Planning and Development Services Director Kristy Stone stated it's been since March.

Trustee Hopkins asked what the difference between this property and the one on County Farm and Stearns was. Planning and Development Services Director Kristy Stone stated that it wasn't a planned unit development. Those have specific time lines in the Zoning Ordinance.

Slide 25 : West Bartlett Road and Naperville Road, Trustee Suwanski asked if this was a large building that the residents stated they did not want. Planning and Development Services Director Kristy Stone confirmed that was correct.



VILLAGE OF BARTLETT COMMITTEE MINUTES July 16, 2024

President Wallace asked if we had all four sides surrounding the property, Planning and Development Services Director Kristy Stone stated not on the West side. Part of that section is unincorporated.

Slide 27 : Route 59 and Lake Street, Trustee Suwanski asked why we're objecting to the Storage Lot. Planning and Development Services Director Kristy Stone stated that we consider self storage to be considered an industrial use instead of commercial. It's also directly across from Bay Tree which IDOT has said is the only opportunity to have an additional stop light.

Slide 30 : Route 59 between Railroad and Army Trail Road, Trustee Gunsteen stated that corner being annexed in would spark some more development in that area.

Trustee LaPorte asked if they could go back to the Castle Creek Outlot, he asked if that is a property that either Rana or Greco would be interested in. Planning and Development Services Director Kristy Stone stated that she felt that there was enough land to be able to accommodate them in the Business Park. Trustee Gunsteen stated he thinks that land would make a great Sports Complex.

B. LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

1. Elected Officials Salary

Trustee Hopkins stated that when discussing the changes for the Clerk/Deputy Clerk officer position, a request was made for a general review of officer compensation. To facilitate that discussion, data from recent surveys were gathered to show the ranges and averages of all the communities that were surveyed. Trustee Hopkins read out the ranges of salaries for Mayor/Village President, Clerk, and Trustees.

Per state statute, to change the compensation, the change must not be within the elected official's current term, and at least 180 days prior to the date when the elected official would start office. The recommended timeline for establishing elected official compensation is no later than an October meeting ahead of the April elections and swearing in of an elected official in May.

Village Administrator Schumacher stated that the last time the Board received a raise was in 2003.

The board agreed that they are not in these roles for the money or the pay.

Trustee Suwanski stated that the average salary for the Trustee is not that far off from what they currently make per year. She went on to say she didn't feel the need to pursue it further. She did say she was happy to discuss the clerk's position.

Village President Wallace wanted to make sure that the higher salary amounts for full time employee's were not used to get the average salary for the Clerk.

Assistant Village Administrator Strycki stated that was correct.



VILLAGE OF BARTLETT COMMITTEE MINUTES July 16, 2024

Trustee Suwanski asked Village Clerk Giles if she could summarize her job duties for the Board. She stated a few things such as attending meetings, comes in the day before to print out the Ordinances to be signed, she then inputs them into Laserfische the day after the meetings, ordinances sent to various departments and organizations, ordinances and resolutions to be filed with other Counties, Election packets, Executive Session minutes.

Trustee Suwanski asked about Board and Committee minutes.

Village Administrator Paula Schumacher stated the Executive Assistant in Administration transcribes meeting minutes for the Board and Committee meetings based on the recordings.

Trustee Gandsey asked approximately how many hours a week she puts in as the Village Clerk.

Clerk Giles was unable to give an exact estimate but stated she comes into the office frequently.

Discussions ensued regarding establishing an average salary for the Clerk position.

President Wallace suggested that they could use the average listed in the memo and put a percentage in every year based on COLA.

Trustee LaPorte suggested that they consider doing COLA every term not every year since they are public servants.

Attorney Kurt Asprooth stated that the Board can reassess this every term.

Village Schumacher stated the Board had until October to present some numbers for review.

C. COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

1. Bartlett Veterans Memorial-Static Displays

Trustee Gandsey stated that the Bartlett American Legion Post 1212 and the Bartlett Veterans Memorial Foundation are seeking the village's permission to sponsor a project for the placement of Static Military Equipment at the Bartlett Veterans Memorial Park located at 501 W. Stearns Road. The organizations would be requesting the donation of decommissioned M-60 tank and a ship's anchor from the appropriate military organizations.

The Village owns the property and originally entered into a license agreement with the Bartlett Veteran's Memorial Foundation related to the Master Site Plan, construction, and maintenance of the memorial in 2010 ; the agreement has been amended and extended twice. The current agreement expires on June 30, 2032.



VILLAGE OF BARTLETT COMMITTEE MINUTES July 16, 2024

If the Village supports the request, a revised Site Plan identifying the location of the static displays could be approved administratively and the Village Board would need to amend the license agreement to incorporate the static displays.

Planning and Development Services Director Kristy Stone stated they would be getting a decommissioned tank to put in the median of the turnaround and an anchor at the end row of parking. The master plan called for a very elaborate domed structure. Plans have been scaled back due to the cost but this is also a great way to bring attention to this location.

President Wallace stated he thought this idea was fantastic and that they're excited for it.

Trustee Denye stated he thought this would be an excellent addition to what we already have. He asked for an approximate cost of the tank and anchor. An American Legion Member stated that there's no cost for equipment, just transportation and installation. There would also be costs for maintenance and painting every 15 years. Trustee Denye thanked them for their service.

Trustee LaPorte personally pledged \$500 and asked to let him know where to write the check.

President Wallace stated that they had full Board approval to get this completed. He asked that the American Legion let the Board know what they can do to help.

5. ADJOURNMENT

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The Committee of the Whole meeting was adjourned to Executive Session at 8:38 p.m.

Jackie Cardoza
Executive Assistant

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/20/2024**

100-GENERAL FUND REVENUES

420200-BUSINESS LICENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATTHEW WAXLER	REFUND FOR DUPLICATE BUS LIC PYMT	150.00
	INVOICES TOTAL:	150.00

420230-BUILDING PERMITS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LINDA ZIMMER	PERMIT REFUND-PROJECT CANCELLED	90.00
	INVOICES TOTAL:	90.00

240.00

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DEARBORN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - AUGUST 2024	4,138.82
	INVOICES TOTAL:	4,138.82

4,138.82

1100-VILLAGE BOARD/ADMINISTRATION

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	BRANDING GIVEAWAYS/FACEBOOK FEE	380.18
** 1 ELAN FINANCIAL SERVICES	WE BELONG IN BARTLETT DOMAIN	302.70
	INVOICES TOTAL:	682.88

530115-SUBSCRIPTIONS/PUBLICATIONS

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

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	32.46
** 1 ELAN FINANCIAL SERVICES	INK FOR PRINTER	105.98
	INVOICES TOTAL:	138.44

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE MAYORS & MANAGERS	DUPAGE MAYORS AND MANAGERS EVENT	720.00
	INVOICES TOTAL:	720.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
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543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	DEPOT CRAFTS	114.17
INVOICES TOTAL:		114.17

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	KEY REPLACEMENT/OKTOBERFEST LUNCH	63.01
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	200.00
INVOICES TOTAL:		263.01

2,023.00

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLARK BAIRD SMITH LLP	PROFESSIONAL SERVICES	922.50
INVOICES TOTAL:		922.50

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	2305 KENYON RD STRMWATER/ENGINEERING REVIEW	333.75
1 HAMPTON LENZINI AND RENWICK INC	1200 HUMBRACHT CIR-ENGINEERING REVIEW	92.50
1 HAMPTON LENZINI AND RENWICK INC	1350 MUNGER STRMWATER/ENGINEERING REVIEW	382.50
1 HAMPTON LENZINI AND RENWICK INC	GRASSLANDS - PHASE 1	7,301.25
INVOICES TOTAL:		8,110.00

9,032.50

1500-PLANNING & DEV SERVICES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 OPENGOV INC	PERMIT SOFTWARE	4,967.61
1 OPENGOV INC	PERMIT SOFTWARE	23,842.39
INVOICES TOTAL:		28,810.00

523110-LEGAL PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	LEGAL PUBLICATIONS	1,218.00
INVOICES TOTAL:		1,218.00

526005-PLAN REVIEW SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOOD & ALCOHOL SERVICE TRAINING INC	FOOD SERVICE INSPECTIONS 07/24	50.00
INVOICES TOTAL:		50.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/20/2024**

526006-INSPECTION SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 FOOD & ALCOHOL SERVICE TRAINING INC	FOOD SERVICE INSPECTIONS 07/24	960.00
	INVOICES TOTAL:	960.00
		31,038.00

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	276.67
1 PROSHRED CHICAGO	PAPER SHREDDING SERVICES	118.84
1 T-MOBILE	TELEPHONE BILL	1,041.60
1 VERIZON WIRELESS	WIRELESS SERVICES	72.02
1 VERIZON WIRELESS	WIRELESS SERVICES	1,347.62
	INVOICES TOTAL:	2,856.75

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	HELP WANTED ADS	195.00
	INVOICES TOTAL:	195.00

524220-TOWING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MOORE'S AUTO REPAIR INC	IMPOUND VEHICLE	225.00
	INVOICES TOTAL:	225.00

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00
1 MYD BARTLETT SG, LLC	JUNE 2024 CAR WASHES	108.00
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT INSTALLATION	299.24
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT INSTALLATION	55.10
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT INSTALLATION	563.79
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	77.88
	INVOICES TOTAL:	1,189.01

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	199.56
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	31.53
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	83.29
** 1 ELAN FINANCIAL SERVICES	FOOD PURCHASE	745.95
** 1 ELAN FINANCIAL SERVICES	MAVERICK GROOMING/ILACP BREAKFAST	255.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	75.90
1 MIDWEST FIRST AID & SAFETY	FIRST AID SUPPLIES	148.71

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/20/2024**

**	1 SAM'S CLUB	MATERIALS & SUPPLIES	682.22
	1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	53.97
			INVOICES TOTAL: 2,276.13

530110-UNIFORMS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 RAY O'HERRON CO INC	UNIFORM APPAREL	307.20
	1 RAY O'HERRON CO INC	UNIFORM APPAREL	146.27
			INVOICES TOTAL: 453.47

530115-SUBSCRIPTIONS/PUBLICATIONS

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 SAM'S CLUB	MATERIALS & SUPPLIES	90.00
	1 THOMSON REUTERS - WEST	ONLINE/SOFTWARE SUBSCRIPTION	266.91
			INVOICES TOTAL: 356.91

530125-SHOOTING RANGE SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	147.75
	1 FIELDS USA	AMMUNITION RESUPPLY	9,075.00
			INVOICES TOTAL: 9,222.75

532200-OFFICE SUPPLIES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 DRIVERS LICENSE GUIDE COMPANY	I.D. CHECKING GUIDE-U.S.	34.95
	1 DRIVERS LICENSE GUIDE COMPANY	I.D. CHECKING GUIDE-INTERNATIONAL	48.00
	1 WAREHOUSE DIRECT	OFFICE SUPPLIES	34.38
	1 WAREHOUSE DIRECT	OFFICE SUPPLIES	219.61
	1 WAREHOUSE DIRECT	OFFICE SUPPLIES	129.88
			INVOICES TOTAL: 466.82

541600-PROFESSIONAL DEVELOPMENT

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
**	1 ELAN FINANCIAL SERVICES	POLICE RECORDS MGT CLASS	1,603.50
	1 NORTH EAST MULTI-REGIONAL TRAINING INC	CLASS REGISTRATION FEES	400.00
			INVOICES TOTAL: 2,003.50

542810-SAFETY PROGRAM EXPENSES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 AED PROFESSIONALS	LPCR2 FULLY-AUTOMATIC LIFEPAKS	2,720.00
			INVOICES TOTAL: 2,720.00

543101-DUES

	VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
	1 DUPAGE COUNTY CHILDREN'S CENTER	ANNUAL DUES	3,500.00
			INVOICES TOTAL: 3,500.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
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543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	93.05
** 1 ELAN FINANCIAL SERVICES	NNO TOUCH A TRUCK	265.00
** 1 ELAN FINANCIAL SERVICES	AED E-CARD UNITS	187.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	22.46
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	32.99
INVOICES TOTAL:		600.50

544001-PRISONER DETENTION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	77.30
INVOICES TOTAL:		77.30

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	AED E-CARD UNITS	170.00
** 1 ELAN FINANCIAL SERVICES	SUMMER INTERN T-SHIRTS	190.00
INVOICES TOTAL:		360.00

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AED PROFESSIONALS	LPCR2 FULLY-AUTOMATIC LIFEPAKS	7,275.00
INVOICES TOTAL:		7,275.00

33,778.14

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	2.10
1 VERIZON WIRELESS	WIRELESS SERVICES	36.01
1 VERIZON WIRELESS	WIRELESS SERVICES	314.19
1 VERIZON WIRELESS	WIRELESS SERVICES	279.50
INVOICES TOTAL:		631.80

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	25.71
1 NICOR GAS	GAS BILL	140.31
INVOICES TOTAL:		166.02

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXCEL OIL SERVICE	MATERIALS/VEHICLE MAINTENANCE	90.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	55.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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1 PRECISE MRM LLC	VEHICLE MAINTENANCE	675.00
<u>INVOICES TOTAL:</u>		<u>820.00</u>

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHN B REYNOLDS & SONS MEMORIALS INC	DEATH DATE ENGRAVING	500.00
1 JOHN B REYNOLDS & SONS MEMORIALS INC	DEATH DATE ENGRAVING	500.00
<u>INVOICES TOTAL:</u>		<u>1,000.00</u>

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY TREASURER	TRAFFIC SIGNAL MAINTENANCE	452.50
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	1,143.78
<u>INVOICES TOTAL:</u>		<u>1,596.28</u>

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRUGREEN	FERTILIZER APPLICATION	339.58
1 UNO MAS LANDSCAPING	LANDSCAPE MAINTENANCE SERVICES	4,885.00
<u>INVOICES TOTAL:</u>		<u>5,224.58</u>

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	3,278.00
1 ELMHURST CHICAGO STONE COMPANY	DELIVERY WAITING FEE	576.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,868.00
1 WELCH BROS INC	MATERIALS AND SUPPLIES	111.00
1 WELCH BROS INC	MATERIALS AND SUPPLIES	349.00
<u>INVOICES TOTAL:</u>		<u>7,182.00</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARLINGTON POWER EQUIPMENT INC	MAINTENANCE SUPPLIES	95.96
1 ARLINGTON POWER EQUIPMENT INC	MAINTENANCE SUPPLIES	84.78
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	28.06
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	213.66
<u>INVOICES TOTAL:</u>		<u>422.46</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	181.84
1 BATTERY SERVICE CORP	BATTERIES	275.00
1 COLLIFLOWER INC - BALTIMORE	MAINTENANCE SUPPLIES	64.55
1 COLLIFLOWER INC - BALTIMORE	MAINTENANCE SUPPLIES	6.56
1 COLLIFLOWER INC - BALTIMORE	MAINTENANCE SUPPLIES	16.91
1 COLLIFLOWER INC - BALTIMORE	MAINTENANCE SUPPLIES	104.65
1 GRAINGER	MAINTENANCE SUPPLIES	59.60

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	340.98
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	1,023.64
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	324.83
1 STANDARD INDUSTRIAL & AUTOMOTIVE	VEHICLE MAINTENANCE	320.00
1 STANDARD INDUSTRIAL & AUTOMOTIVE	VEHICLE MAINTENANCE	613.60
INVOICES TOTAL:		3,332.16

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	538.68
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	409.37
1 GRIMCO INC	MATERIALS & SUPPLIES	163.00
1 GRIMCO INC	MATERIALS & SUPPLIES	274.92
1 GRIMCO INC	MATERIALS & SUPPLIES	238.61
1 HIGH STAR TRAFFIC	STREET MAINTENANCE MATERIALS	86.85
1 WELCH BROS INC	DUMP ASPHALT GRINDINGS	50.00
INVOICES TOTAL:		1,761.43

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	2,266.10
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	532.41
INVOICES TOTAL:		2,798.51

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	FOOD PURCHASE	11.00
INVOICES TOTAL:		11.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - MAY 24	138.33
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	15.00
INVOICES TOTAL:		153.33

25,099.57

430000-DEVELOPER DEPOSITS FUND

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DR HORTON	BOND REFUND-1336 WILD TULIP CIR	1,000.00
1 DR HORTON	BOND REFUND-131 TIGER LILY CT	7,900.00
1 DR HORTON	BOND REFUND-151 TIGER LILY CT	7,900.00
1 DR HORTON	BOND REFUND-111 TIGER LILY CT	7,900.00
1 DR HORTON	BOND REFUND-1343 WAKE ROBIN LN	6,500.00
1 DR HORTON	BOND REFUND-1335 WAKE ROBIN LN	7,700.00
1 DR HORTON	BOND REFUND-1327 WAKE ROBIN LN	7,900.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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1 DR HORTON	BOND REFUND-1319 WAKE ROBIN LN	7,900.00
1 DR HORTON	BOND REFUND-1318 WAKE ROBIN LN	7,900.00
1 DR HORTON	BOND REFUND-1351 WAKE ROBIN LN	1,000.00
1 DR HORTON	BOND REFUND-1354 WILD TULIP	7,700.00
1 DR HORTON	BOND REFUND-1192 WOOD LILY LN	6,500.00
1 DR HORTON	BOND REFUND-1184 WOOD LILY LN	1,000.00
1 DR HORTON	BOND REFUND-1186 WOOD LILY LN	6,500.00
1 DR HORTON	BOND REFUND-1194 WOOD LILY LN	7,900.00
1 DR HORTON	BOND REFUND-1196 WOOD LILY LN	7,900.00
1 DR HORTON	BOND REFUND-171 TIGER LILY CT	6,500.00
1 DR HORTON	BOND REFUND-1180 WOOD LILY LN	6,500.00
1 DR HORTON	BOND REFUND-1330 WILD TULIP CIR	6,500.00
	<u>INVOICES TOTAL:</u>	<u>120,600.00</u>

120,600.00

4800-BREWSTER CREEK TIF MUN ACC EXP

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	BREWSTER CREEK COST SHARING AGREEMENT	215,218.18
	<u>INVOICES TOTAL:</u>	<u>215,218.18</u>

215,218.18

4810-BREWSTER CRK TIF2000 PROJ EXP

583031-BREWSTER CREEK ROADWAYS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 ELMHURST CHICAGO STONE COMPANY	BREWSTER CREEK COST SHARING AGREEMENT	43,028.30
	<u>INVOICES TOTAL:</u>	<u>43,028.30</u>

43,028.30

5000-WATER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

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

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	314.20
	<u>INVOICES TOTAL:</u>	<u>314.20</u>

522800-ANALYTICAL TESTING

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

**VILLAGE OF BARTLETT
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1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	1,135.30
		INVOICES TOTAL: 1,135.30

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	188.74
1 NICOR GAS	GAS BILL	55.80
		INVOICES TOTAL: 244.54

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	614.86
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	175.00
		INVOICES TOTAL: 789.86

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	200.33
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	237.85
1 NORTHERN CHLORINATING & TAPPING	SERVICE CONNECTION FEES	800.00
		INVOICES TOTAL: 1,238.18

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	28.07
1 CORE & MAIN LP	MATERIALS & SUPPLIES	4,556.50
1 CORE & MAIN LP	MATERIALS & SUPPLIES	3,440.20
** 1 ELAN FINANCIAL SERVICES	GIFT CARDS FOR WATER SAMPLE RESIDENTS	550.00
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	736.16
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	20.01
		INVOICES TOTAL: 9,330.94

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	447.66
		INVOICES TOTAL: 447.66

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIR ONE EQUIPMENT INC	MAINTENANCE EQUIPMENT	1,992.00
		INVOICES TOTAL: 1,992.00

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	AUGUST BILLS POSTAGE	3,235.12
		INVOICES TOTAL: 3,235.12

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/20/2024**

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	MAINTENANCE MATERIALS	65.01
	INVOICES TOTAL:	65.01

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS	780.80
1 WATER RESOURCES INC	WATER METERS	5,644.80
	INVOICES TOTAL:	6,425.60

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	FOOD PURCHASE	11.01
	INVOICES TOTAL:	11.01

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - MAY 24	138.33
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	15.00
	INVOICES TOTAL:	153.33

40,451.52

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARTUR KOSTYSHEN	WATER BILL REFUND-OVERPAYMENT	65.22
	INVOICES TOTAL:	65.22

121500-PREPAID EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	AUGUST BILLS POSTAGE	600.00
	INVOICES TOTAL:	600.00

665.22

5090-WATER CAPITAL PROJECTS EXP

581020-WATER METER AUTOMATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	METER SUPPLIES	1,996.80
1 WATER RESOURCES INC	WATER METERS/INSTALLATION FEES	152,284.55
	INVOICES TOTAL:	154,281.35

581038-VILLAGE SYSTEM IMPROVEMENTS

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/20/2024**

1 BOLLER CONSTRUCTION CO INC	PUMP STATION MODIFICATIONS	71,991.95
	<u>INVOICES TOTAL:</u>	<u>71,991.95</u>

581041-HYDRANT PAINTING PROGRAM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MUSCAT PAINTING & DECORATING	HYDRANT SANDBLASTING/PAINTING	38,126.60
	<u>INVOICES TOTAL:</u>	<u>38,126.60</u>

264,399.90

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

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

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T-MOBILE	TELEPHONE BILL	67.20
1 VERIZON WIRELESS	WIRELESS SERVICES	314.20
	<u>INVOICES TOTAL:</u>	<u>381.40</u>

522800-ANALYTICAL TESTING

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

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	24.15
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	82.71
1 NICOR GAS	GAS BILL	47.23
1 NICOR GAS	GAS BILL	45.42
1 NICOR GAS	GAS BILL	46.12
1 NICOR GAS	GAS BILL	49.35
1 NICOR GAS	GAS BILL	46.32
1 NICOR GAS	GAS BILL	51.78
1 NICOR GAS	GAS BILL	142.10
1 NICOR GAS	GAS BILL	48.13
	<u>INVOICES TOTAL:</u>	<u>583.31</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
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/20/2024**

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	889.76
INVOICES TOTAL:		889.76

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	BUSINESS CARDS	28.07
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	2,968.98
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	1.68
INVOICES TOTAL:		2,998.73

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRO CHEM INC	CHEMICAL SUPPLIES	1,532.75
INVOICES TOTAL:		1,532.75

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRO CHEM INC	CHEMICAL SUPPLIES	317.43
INVOICES TOTAL:		317.43

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	AUGUST BILLS POSTAGE	3,235.12
INVOICES TOTAL:		3,235.12

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONNELLY ELECTRIC CO	JERVEY LN LIFT STATION MAINTENANCE	5,720.00
1 GASVODA & ASSOCIATES INC	MAINTENANCE SUPPLIES	269.19
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	514.94
1 HAWK FORD OF ST CHARLES	CREDIT MEMO	-70.00
1 HYDROTEX	MAINTENANCE SUPPLIES	919.96
1 LIONHEART CRITICAL POWER	EQUIPMENT REPAIRS	747.52
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	349.94
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	211.14
1 USA BLUE BOOK	MAINTENANCE MATERIALS	1,765.82
INVOICES TOTAL:		10,428.51

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	FOOD PURCHASE	11.01
INVOICES TOTAL:		11.01

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/20/2024**

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - MAY 24	138.34
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	15.00
INVOICES TOTAL:		153.34
		21,027.39

5190-SEWER CAPITAL PROJECTS EXP

582025-SANITARY SEWER EVALUATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STRUCTURED SOLUTIONS LLC	GEOPOLYMER MANHOLE LINING	67,089.89
INVOICES TOTAL:		67,089.89

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOSEPH J HENDERSON & SON INC	BITTERSWEET WRF IMPROVEMENTS	501,809.72
1 RUBINO ENGINEERING INC	CONCRETE COMPRESSION TESTING	1,582.00
INVOICES TOTAL:		503,391.72

582028-DEVON EXCESS FLOW PLANT REHB

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MARTAM CONSTRUCTION INC	DEVON EXCESS FLOW LIFT STATION	139,698.00
INVOICES TOTAL:		139,698.00
		710,179.61

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

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

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	44.53
1 NICOR GAS	GAS BILL	79.21
1 VERIZON WIRELESS	WIRELESS SERVICES	42.13
INVOICES TOTAL:		165.87

529000-OTHER CONTRACTUAL SERVICES

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

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/20/2024**

583.22

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - MAY 24	278.40
1 COMCAST	INTERNET SERVICE	142.95
1 GPS INDUSTRIES LLC	CONNECT RENTAL FEES	4,940.00
1 ROSCOE CO	MATS	342.24
INVOICES TOTAL:		5,703.59

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO CHICAGO INC	FOOD PURCHASE	300.00
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	190.47
INVOICES TOTAL:		490.47

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,083.77
INVOICES TOTAL:		1,083.77

7,277.83

5510-GOLF MAINTENANCE EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANCED TURF SOLUTIONS	MAINTENANCE SUPPLIES	1,100.00
1 REINDERS INC	MAINTENANCE SUPPLIES	223.74
INVOICES TOTAL:		1,323.74

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	170.90
INVOICES TOTAL:		170.90

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,083.78
INVOICES TOTAL:		1,083.78

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	MAINTENANCE MATERIALS	115.35
1 REINDERS INC	MAINTENANCE SUPPLIES	225.96

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/20/2024**

INVOICES TOTAL: 341.31

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SIMPLOT TURF & HORTICULTURE	MATERIALS AND SUPPLIES	87.42
		<u>INVOICES TOTAL: 87.42</u>

572000-BUILDING & GROUNDS IMPROVMNTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTRAL SOD FARMS INC	SOD PURCHASE	474.00
1 FAULKS BROS CONSTRUCTION INC	BUNKER SAND	1,205.74
		<u>INVOICES TOTAL: 1,679.74</u>

4,686.89

5520-GOLF DRIVING RANGE EXPENSES

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RANGE SERVANT AMERICA INC	MATERIALS & SUPPLIES	4,690.00
		<u>INVOICES TOTAL: 4,690.00</u>

4,690.00

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - MAY 24	34.80
		<u>INVOICES TOTAL: 34.80</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	175.89
1 GRECO AND SONS INC	FOOD PURCHASE	60.00
1 SYSCO CHICAGO INC	SUPPLIES	38.23
1 SYSCO CHICAGO INC	FOOD PURCHASE	96.50
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	190.47
		<u>INVOICES TOTAL: 561.09</u>

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTEGRITY SOURCING LLC	T-SHIRTS	188.11
		<u>INVOICES TOTAL: 188.11</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EUCLID BEVERAGE LLC	BEER PURCHASE	67.38

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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 INVOICES DUE ON/BEFORE 8/20/2024**

1 GORDON FOOD SERVICE INC	FOOD PURCHASE	700.00
1 GRECO AND SONS INC	FOOD PURCHASE	50.00
1 GRECO AND SONS INC	FOOD PURCHASE	500.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	28.12
1 SYSCO CHICAGO INC	FOOD PURCHASE	50.00
		INVOICES TOTAL: 1,395.50

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	45.00
		INVOICES TOTAL: 45.00

2,224.50

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - MAY 24	34.80
		INVOICES TOTAL: 34.80

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	175.89
1 GRECO AND SONS INC	FOOD PURCHASE	47.99
1 GRECO AND SONS INC	FOOD PURCHASE	60.00
1 MLA WHOLESALE INC	FLOWERS	189.15
1 SYSCO CHICAGO INC	SUPPLIES	38.23
1 SYSCO CHICAGO INC	FOOD PURCHASE	96.50
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	190.48
		INVOICES TOTAL: 798.24

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTEGRITY SOURCING LLC	T-SHIRTS	188.12
		INVOICES TOTAL: 188.12

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE BAKING INSTITUTE BAKERY CO	CAKE	280.99
1 EUCLID BEVERAGE LLC	BEER PURCHASE	67.38
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	2,423.68
1 GRECO AND SONS INC	FOOD PURCHASE	265.20
1 GRECO AND SONS INC	FOOD PURCHASE	427.86
1 GRECO AND SONS INC	FOOD PURCHASE	519.72
1 IL GIARDINO DEL DOLCE INC	PASTRIES AND COOKIES	287.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	28.12

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/20/2024**

1 SYSCO CHICAGO INC	FOOD PURCHASE	442.43
		INVOICES TOTAL: 4,742.38
		5,763.54

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE	60.00
		INVOICES TOTAL: 60.00

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EUCLID BEVERAGE LLC	BEER PURCHASE	524.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	200.00
1 GRECO AND SONS INC	FOOD PURCHASE	265.20
1 GRECO AND SONS INC	FOOD PURCHASE	100.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	233.97
1 LAKESHORE BEVERAGE	BEER PURCHASE	28.12
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	302.59
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	239.21
1 SYSCO CHICAGO INC	FOOD PURCHASE	50.00
		INVOICES TOTAL: 1,943.09
		2,003.09

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	203.18
1 PARK PLACE TECHNOLOGIES LLC	SERVER MAINTENANCE AGREEMENT	363.96
		INVOICES TOTAL: 567.14

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	SSL CERT FOR MAIL SERVER	599.98
** 1 ELAN FINANCIAL SERVICES	MAPS MADE EASY SUBSCRIPTION	50.00
** 1 ELAN FINANCIAL SERVICES	GIS AUTOMATION/MDM FEES	186.00
1 HEARTLAND BUSINESS SYSTEMS LLC	MICROSOFT 365 ANNUAL RENEWAL	48,024.18
		INVOICES TOTAL: 48,860.16

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAGG PRESS INC	AUG/SEPT 2024 BARTLETTER	4,074.00
		INVOICES TOTAL: 4,074.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/20/2024

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATTHEW BURRIS	PLUMBING REPAIRS	150.00
1 MATTHEW BURRIS	PLUMBING REPAIRS	225.00
1 MATTHEW BURRIS	PLUMBING REPAIRS	125.00
** 1 MATTHEW BURRIS	PLUMBING REPAIRS	1,850.00
** 1 MATTHEW BURRIS	PLUMBING REPAIRS	800.00
1 MATTHEW BURRIS	PLUMBING REPAIRS	2,000.00
1 ALPHA BUILDING MAINTENANCE	JANITORIAL SERVICES - MAY 24	4,468.00
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	239.60
1 UNO MAS LANDSCAPING	LANDSCAPING SERVICES	150.00
1 UNO MAS LANDSCAPING	LANDSCAPING SERVICES	150.00
INVOICES TOTAL:		10,157.60

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLACK BOX NETWORK SERVICES	PHONE SYSTEM MAINT AGREEMENT	9,950.00
1 COMCAST	INTERNET SERVICE	94.90
1 T-MOBILE	TELEPHONE BILL	67.20
INVOICES TOTAL:		10,112.10

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	582.23
INVOICES TOTAL:		582.23

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	462.38
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	20.96
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	62.23
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	12.98
1 CENTURY PRINT & GRAPHICS	ENVELOPES	734.04
** 1 ELAN FINANCIAL SERVICES	RETIREMENT LUNCHEON/BOOKCASE/SUPPLIES	1,431.21
1 MIDWEST FIRST AID & SAFETY	FIRST AID SUPPLIES	93.17
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	281.66
1 WAREHOUSE DIRECT	TISSUE/SOAP	164.67
INVOICES TOTAL:		3,263.30

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	GMIS MEMBERSHIP RENEWAL	350.00
INVOICES TOTAL:		350.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOWN & COUNTRY GARDENS EL	FLOWERS	240.98

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 8/20/2024**

INVOICES TOTAL: 240.98

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELAN FINANCIAL SERVICES	CLOUD SERVICES	1.83
1 HEARTLAND BUSINESS SYSTEMS LLC	MULTIFACTOR AUTHENTICATION TOKENS	364.00
		<u>INVOICES TOTAL: 365.83</u>

78,573.34

7000-POLICE PENSION EXPENDITURES

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAUTERBACH & AMEN LLP	JULY 2024 PSA	205.00
		<u>INVOICES TOTAL: 205.00</u>

205.00

900000-POOLED CASH & INVESTMENT FUND

100028-POSTAGE MACHINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 U S POSTAL SERVICE	POSTAGE FOR THE METER	5,000.00
		<u>INVOICES TOTAL: 5,000.00</u>

5,000.00

GRAND TOTAL: 1,631,927.56

GENERAL FUND	105,350.03
DEVELOPER DEPOSITS FUND	120,600.00
BREWSTER CREEK TIF MUN ACCT	215,218.18
BREWSTER CRK2000 TIF PROJ FUND	43,028.30
WATER FUND	305,516.64
SEWER FUND	731,207.00
PARKING FUND	583.22
GOLF FUND	26,645.85
CENTRAL SERVICES FUND	78,573.34
POLICE PENSION FUND	205.00
POOLED CASH & INVESTMENT FUND	5,000.00
GRAND TOTAL	1,631,927.56

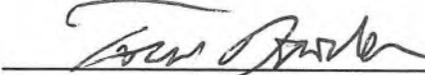
** Indicates pre-issue check.

VILLAGE OF BARTLETT TREASURER'S REPORT
 CASH & INVESTMENT REPORT
 FISCAL YEAR 2024/25 as of June 30, 2024

Fund	5/31/2024	Receipts	Disbursements	6/30/2024
General	26,172,867	4,491,004	2,576,536	28,087,335
MFT	6,085,220	169,357	0	6,254,577
Debt Service	919,910	817,820	42,988	1,694,743
Capital Projects	4,319,718	154,271	0	4,473,988
Municipal Building	2,691,844	15,455	0	2,707,298
Developer Deposits	2,930,694	90,400	0	3,021,094
59 & Lake TIF	(2,564,078)	0	0	(2,564,078)
BC Municipal TIF	1,296,506	5,865	0	1,302,371
Bluff City TIF Municipal	343,366	47,230	0	390,597
Water	10,236,553	1,141,190	1,197,968	10,179,775
Sewer	28,571,479	1,774,702	744,746	29,601,435
Parking	(210,233)	5,750	7,835	(212,318)
Golf	(514,496)	433,531	1,158,194	(1,239,160)
Central Services	668,771	146,421	91,836	723,357
Vehicle Replacement	4,570,967	67,743	0	4,638,710
TOTALS	85,519,088	9,360,739	5,820,101	89,059,725

Detail of Ending Balance			
Cash	Investments	Net Assets/Liab.	6/30/2024
10,737,215	16,138,886	1,211,234	28,087,335
3,358,067	3,012,103	(115,593)	6,254,577
633,423	1,060,742	578	1,694,743
3,417	4,470,571	0	4,473,988
910,980	1,525,544	270,774	2,707,298
534,670	2,765,988	(279,564)	3,021,094
520,482	871,610	(3,956,170)	(2,564,078)
486,937	815,434	0	1,302,371
146,038	244,558	0	390,597
3,286,470	5,503,416	1,389,890	10,179,775
3,203,143	5,363,876	21,034,417	29,601,435
0	0	(212,318)	(212,318)
0	0	(1,239,160)	(1,239,160)
254,835	426,752	41,769	723,357
1,020,392	1,708,768	1,909,550	4,638,710
25,096,070	43,908,248	20,055,407	89,059,725

BC Project TIF	1,493,357	7,905	0	1,501,262	0	0	1,501,262	1,501,262
Bluff City Project TIF	135,992	719,296	0	855,288	319,779	535,509	0	855,288
Bluff City SSA Debt Srv.	57,331	245	0	57,576	0	0	57,576	57,576
Police Pension	62,480,829	1,422,476	323,614	63,579,691	1,358,086	62,214,203	7,402	63,579,691



 Todd Dowden
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
FISCAL YEAR 2024/25 as of June 30, 2024

Fund	Revenues				Expenditures			
	Actual	Current Year Budget	Percent	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	7,215,303	32,890,154	21.94%	21.64%	5,324,629	34,412,598	15.47%	19.68%
MFT	330,366	2,185,000	15.12%	15.62%	0	2,000,000	0.00%	0.67%
Debt Service	958,690	3,003,039	31.92%	30.76%	313,660	2,967,321	10.57%	11.88%
Capital Projects	41,666	100,000	41.67%	27.58%	0	3,000,000	0.00%	0.00%
Municipal Building	32,688	2,125,000	1.54%	70.65%	0	475,000	0.00%	0.00%
Developer Deposits	157,020	595,000	26.39%	14.12%	0	0	0.00%	0.00%
Bluff City SSA	498	8,422	5.91%	0.38%	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	54,261	99,000	54.81%	62.99%	0	105,000	0.00%	0.00%
Bluff City Project TIF	821,991	3,670,000	22.40%	31.68%	0	3,650,000	0.00%	0.00%
Brewster Creek Municipal TIF	7,915	10,000	79.15%	47.78%	0	505,000	0.00%	6.06%
Brewster Creek Project TIF	14,542	20,000	72.71%	37.17%	0	100,000	0.00%	0.11%
Water	2,164,788	13,551,000	15.98%	15.98%	2,287,393	19,253,702	11.88%	6.62%
Sewer	2,997,554	10,720,000	27.96%	11.00%	1,158,485	15,221,332	7.61%	7.08%
Parking	11,966	75,000	15.95%	18.30%	11,993	85,285	14.06%	6.45%
Golf	770,170	4,535,100	16.98%	16.36%	1,428,258	4,534,131	31.50%	11.06%
Central Services	297,153	1,751,282	16.97%	17.02%	321,601	1,763,541	18.24%	21.01%
Vehicle Replacement	128,725	747,132	17.23%	16.83%	0	1,781,000	0.00%	11.99%
Police Pension	3,325,856	7,465,735	44.55%	28.57%	621,797	3,951,316	15.74%	15.35%
Subtotal	19,331,152	83,910,864	23.04%	20.23%	11,467,815	94,225,226	12.17%	9.82%
Less Interfund Transfers	(1,337,358)	(6,657,813)	20.09%	22.59%	(1,337,358)	(6,657,813)	20.09%	22.59%
Total	17,993,795	77,253,051	23.29%	20.11%	10,130,458	87,567,413	11.57%	9.23%

VILLAGE OF BARTLETT TREASURER'S REPORT
 MAJOR REVENUE BUDGET COMPARISONS
 FISCAL YEAR 2024/25 as of JUNE 30, 2024

Fund	Actual	Current Year Budget	Percent	Prior YTD %
Property Taxes	4,142,055	12,870,519	32.18%	29.85%
Sales Taxes (General Fund)	636,727	4,950,000	12.86%	13.93%
Income Taxes	1,571,466	7,025,000	22.37%	22.69%
Telecommunications Tax	63,196	390,000	16.20%	15.77%
Home Rule Sales Tax	457,504	3,000,000	15.25%	16.38%
Real Estate Transfer Tax	166,408	600,000	27.73%	18.81%
Use Tax	265,255	1,700,000	15.60%	16.58%
Building Permits	283,161	850,000	33.31%	24.74%
MFT	291,489	1,790,000	16.28%	16.83%
Water Charges	1,995,276	13,100,000	15.23%	15.85%
Sewer Charges	1,173,627	6,750,000	17.39%	19.03%
Interest Income	417,176	1,645,000	25.36%	30.45%

VILLAGE OF BARTLETT TREASURER'S REPORT
 GOLF FUND DETAIL (Excluding Capital Projects)
 FISCAL YEAR 2024/25 as of June 30, 2024

Fund	Actual	Current Year Budget	Percent
Golf Program			
Revenues	487,411	3,307,100	14.74%
Expenses	296,600	3,195,635	9.28%
Net Income	190,811	111,465	171.18%
F&B - Restaurant			
Revenues	49,213	163,000	30.19%
Expenses	91,794	429,549	21.37%
Net Income	(42,581)	(266,549)	15.97%
F&B - Banquet			
Revenues	166,267	865,000	19.22%
Expenses	152,462	808,547	18.86%
Net Income	13,805	56,453	24.45%
F&B - Midway			
Revenues	67,279	200,000	33.64%
Expenses	25,509	100,400	25.41%
Net Income	41,770	99,600	41.94%
Golf Fund Total			
Revenues	770,170	4,535,100	16.98%
Expenses	566,365	4,534,131	12.49%
Net Income	203,804	969	21032.45%

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	340,105
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%	10.31%
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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[VENDOR SUMMARY](#)

[CONTRACT SEARCH](#)

[PAYMENTS SEARCH](#)

[PAYMENTS ISSUED](#)

[PENDING PAYMENTS](#)

[PAYMENTS NOTIFICATIONS](#)

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Warrant/EFT#: EF 0010811

Fiscal Year: 2024

Issue Date: 06/07/24

Warrant Total: \$340,105.41

Warrant Status

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A4128565	4A4128565	\$340,105.41

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$340,105.41	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 06/06/2024
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: MAR. 2024 COLL MO: APR. 2024 VCHR MO: JUN. 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	157,757
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	301,409
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	1,843,312	
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%	2.31%



Municipality Report

July 2, 2024

Bartlett

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR JUNE, 2024

Beginning Unobligated Balance		\$8,928,764.50
Motor Fuel Tax Fund Allotment	\$80,791.60	
MFT Transportation Renewal Fund Allotment	\$76,965.50	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		\$157,757.10
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		\$9,086,521.60

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	471,450	
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	1,571,466	
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	2,428,850	
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)	(857,384)	(37,976,665)

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%

**A PROCLAMATION RECOGNIZING THE BARTLETT LIONS CLUB
ON ITS 85th ANNIVERSARY**

WHEREAS, on, August 28, 1939, the Bartlett Lions Club was chartered and established, and on September 19, 1939, 29 men signed the charter beginning the organization's many decades of civic service in our community; and

WHEREAS, for 85 years the club has supported the causes of Lions International, which includes acting as "knights of the blind in the crusade against darkness," a 1925 challenge of Helen Keller; and

WHEREAS, in addition to collecting and refurbishing eyeglasses and hearing aids for those in need, today's Bartlett Lions work year-round sponsoring everything from their annual Easter Egg Hunt, Visit with Santa and Bartlett Oktoberfest to pancake breakfasts, golf outings, holiday food boxes and more; and

WHEREAS, the 4th of July celebration in Bartlett would not be complete without the eagerly anticipated Bartlett Lions Club Independence Day parade of bands, floats and non-stop fun; and

WHEREAS, the proceeds from the group's many events and fundraisers are used to send special needs children to camp, provide diabetes awareness and vision screenings, offer scholarships to outstanding students and continue other good works that advance the Lions "We Serve" tradition;

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, do hereby proclaim August 28th as Lions Day in the Village of Bartlett, congratulate the Bartlett Lions Club on this milestone anniversary, and furthermore, extend our deep appreciation for their hard work, dedication and their many, many contributions to our Village. The generosity of spirit that these men and women continue to share with us makes our hearts swell beyond lion-sized.

Dated this 20th day of August, 2024



Kevin Wallace, Village President



Agenda Item Executive Summary

AGENDA ITEM: #2024-07 231-251 E Lake Street

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount \$N/A

Budgeted \$N/A

Fund: N/A

Corresponding Activity Measures: P&Z Commission Review

EXECUTIVE SUMMARY

The applicant is requesting the rezoning of three (3) parcels from the ER-1 Estate Residence Zoning District to the B-3 Neighborhood Shopping Zoning District. The properties were recently annexed into the Village and are subject to an annexation agreement.

The rezoning of the property for commercial uses is consistent with the Future Lane Use Plan, the approved annexation agreement and the draft Redevelopment Plan of the Lake Street Corridor TIF District.

The Planning & Zoning Commission held the required public hearing and **recommended approval** of the rezoning request at their August 1, 2024 meeting.

ATTACHMENTS (PLEASE LIST)

PDS Memo, ordinance, P&Z minutes, cover letter, application, location map

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Continue process for establishing a TIF district along Lake Street

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 Rezoning 231-251 E. Lake Street from the ER-1 Estate Residence District to the B-3 Neighborhood Shopping Zoning District

Motion

Staff: Kristy Stone, PDS Director

Date:

August 13, 2024

PLANNING & DEVELOPMENT SERVICES MEMORANDUM
24-65

DATE: August 13, 2024
TO: Paula Schumacher, Village Administrator
FROM: Kristy Stone, PDS Director 
RE: **(#24-07) 231-251 E Lake St**

PETITIONER

Stephen French

SUBJECT SITE

231-251 E Lake St

REQUESTS

Rezoning from the ER-1 Estate Residence Zoning District to the B-3 Neighborhood Shopping Zoning District

SURROUNDING LAND USES

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
Subject Site	Commercial	Commercial	ER-1
North	Multi-Family & Commercial*	Multi-Family & Commercial*	R-5&C-2*
South	Middle School	Institutional	P-1
East	Commercial	Commercial	B-4
West	Commercial	Commercial	B-3

* - Streamwood

CURRENT DISCUSSION

1. The petitioner is requesting to **rezone** three parcels on the south side of E. Lake Street from the ER-1 Estate Residence Zoning District to the B-3 Neighborhood Shopping Zoning District.
2. The property was annexed into the Village on May 21, 2024 by Ordinance 2024-44 and is subject to an annexation agreement.
3. The subject property is included within the proposed Lake Street Corridor TIF District. The rezoning of the property for commercial uses is consistent with the draft Redevelopment Plan of the Lake Street Corridor TIF.

RECOMMENDATION

1. The Staff recommends **approval** of the petitioner's request for the rezoning from the ER-1 Estate Residence Zoning District to the B-3 Neighborhood Shopping Zoning District subject to the following conditions and findings of fact:
 - A. Development of the property shall be governed by the requirements of the Bartlett Building Code, the Bartlett Zoning Ordinance and the other provisions of the Bartlett Municipal Code as the same are amended from time to time and in effect and of general applicability, except to the extent that any such ordinance or code is expressly and specifically modified by the annexation agreement approved by Ordinance 2024-44;
 - B. Findings of Fact (Rezoning):
 - i. The proposed rezoning is compatible with existing uses of property within the general area of the property in question.
 - ii. The proposed rezoning is compatible with the zoning classifications of property within the general area of the property in question.
 - iii. Commercial development that could not occur under the existing zoning classification.
 - iv. The rezoning is consistent with the trend and character of development in the general area of the property in question, including changes, if any, that have taken place in the zoning classifications of property in the general area of the property in question.
 - v. The rezoning will not have a depreciatory appreciatory impact upon surrounding properties in the general area of the property in question.
 - vi. There is little to no environmental impact of the proposed development and there are not floodway, flood plain, or wetlands located on or in the general vicinity of the property in question.
 - vii. The rezoning is consistent with the Bartlett comprehensive plan or its amendment.
2. The Planning and Zoning Commission held the required public hearing, reviewed the petitioner's request, and **recommended approval** at their meeting on August 1, 2024
3. An ordinance is attached for your review. The minutes of the P&Z Commission meeting, location map, and background information are attached for your reference.

/attachments

ORDINANCE 2024-_____

AN ORDINANCE REZONING 231-251 E. LAKE STREET FROM
THE ER-1 ESTATE RESIDENCE DISTRICT TO THE B-3
NEIGHBORHOOD SHOPPING DISTRICT

WHEREAS, SEM Vanderbilt LLC (the "**Owner**") is the owner of record of that certain real property consisting of approximately 1.4 acres, located along Lake Street and bearing P.I.N. Numbers 06-26-304-002, 06-36-304-003 and 06-26-304-004, commonly referred to as 231-251 E. Lake Street, in the Village of Bartlett, legally described on **Exhibit A**, and is referred to herein as the "**Subject Property**"; and

WHEREAS, Petitioner has filed a petition (the "**Petition**") to rezone the Subject Property from the ER-1 Estate Residence District to the B-3 Neighborhood Shopping District (the "**Rezoning**"); and

WHEREAS, on May 21, 2024, the Corporate Authorities passed Ordinance 2024-43 approving an annexation agreement between the Owner and the Village of Bartlett, which ordinance is hereinafter referred to as the "Annexation Agreement Ordinance" and which agreement is hereby expressly incorporated herein by this reference and is hereinafter referred to as the "**Annexation Agreement**", and

WHEREAS, as pursuant to the terms of the Annexation Agreement, the Corporate Authorities passed an Ordinance 2024-44 on May 21, 2024, annexing the Subject Property to the Village, which is herein after referred to as the "Annexation Ordinance"; and

WHEREAS, as pursuant to Section 10-4-2 of the Bartlett Zoning Ordinance, the Subject Property, upon the adoption of the Annexation Ordinance, was automatically zoned ER-1 Estate Residence District; and

WHEREAS, the Annexation Agreement provides, among other things, that the Corporate Authorities will consider the Rezoning with respect to the Subject Property to the B-3 Neighborhood Shopping District; and

WHEREAS, the Bartlett Planning & Zoning Commission reviewed the Petition and conducted the required public hearing with respect to the requested Rezoning of the Subject Property at its meeting on August 1, 2024 (Case #2024-07) and has recommended to the Corporate Authorities that the Rezoning to the B-3 Neighborhood Shopping District be granted, subject to the conditions and findings of fact set forth in its report; and

WHEREAS, the Corporate Authorities have determined that it is in the public interest to grant the Rezoning recommended by the Planning & Zoning Commission based on its findings of fact and conditions set forth in its report and as more fully set forth in this Ordinance.

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

SECTION TWO: Findings of Fact. Based in part on the conditions set forth in Section 4 of this Ordinance, the Corporate Authorities make the following findings of fact regarding the Petitioner's application for approval of the Rezoning:

- A. The proposed rezoning is compatible with existing uses of property within the general area of the property in question.
- B. The proposed rezoning is compatible with the zoning classifications of property within the general area of the property in question.
- C. Commercial development that could not occur under the existing zoning classification.
- D. The rezoning is consistent with the trend and character of development in the general area of the property in question, including changes, if any, that have taken place in the zoning classifications of property in the general area of the property in question.
- E. The rezoning will not have a depreciatory appreciatory impact upon surrounding properties in the general area of the property in question.
- F. There is little to no environmental impact of the proposed development and there are not floodway, flood plain, or wetlands located on or in the general vicinity of the property in question.
- G. The rezoning is consistent with the Bartlett comprehensive plan or its amendment.

SECTION THREE: Rezoning. Pursuant to Section 10-13-8 of the Bartlett Zoning Ordinance, and subject to the conditions set forth in Section 4 of this Ordinance, the Corporate Authorities hereby grant a Rezoning from the ER-1 Estate Residence District to the B-3 Neighborhood Shopping District of the Subject Property.

SECTION FOUR: Conditions. The approvals granted pursuant to this Ordinance shall be and are hereby expressly subject to and contingent upon each of the following terms, conditions, and restrictions, the violation of any of which shall, in the sole discretion of the Corporate Authorities, invalidate the approvals granted in this Ordinance:

- A. Development of the property shall be governed by the requirements

of the Bartlett Building Code, the Bartlett Zoning Ordinance and the other provisions of the Bartlett Municipal Code as the same are amended from time to time and in effect and of general applicability, except to the extent that any such ordinance or code is expressly and specifically modified by the Annexation Agreement approved by Ordinance 2024-44.

SECTION FIVE: Failure to Comply. Upon the failure or refusal of the Petitioner or the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the approvals granted pursuant to this Ordinance (collectively, the “**Conditioned Approvals**”), will, at the sole discretion of the Corporate Authorities, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Corporate Authorities will not revoke the Conditioned Approvals unless it first provides the Petitioner and Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Board of Trustees regarding the revocation. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the B-3 Zoning District, as the same may, from time to time, be amended. Further, in the event of revocation, the Village Administrator and Village Attorney are authorized and directed to bring all zoning enforcement actions as may be appropriate under the circumstances. The Petitioner acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section 5, and agrees not to challenge any revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Petitioner required by this Section 5 is given.

SECTION SIX: 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 SEVEN: 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 EIGHT: Effective Date. This Ordinance shall be in full force and effect after its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

PASSED: August 20, 2024

APPROVED: August 20, 2024

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2024- _____ enacted on August 20, 2024, and approved on August 20, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Exhibit A

Legal Description:

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTE OF SECTION 26 IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3 IN OAKFIELD CENTER SUBDIVISION, AS RECORDED AUGUST 29, 1983 AS DOCUMENT NUMBER 26752691; THENCE NORTH ALONG THE EASTERLY LINE OF SAID LOT 3 IN OAKFIELD CENTER SUBDIVISION TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LAKE STREET (A.K.A. U.S. ROUTE 20) AS WIDENED BY ILLINOIS DEPARTMENT OF TRANSPORTATION BY DOCUMENT NUMBER 1613319127, AS RECORDED MAY 12, 2016; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF LAKE STREET (A.K.A. U.S. ROUTE 20) AS WIDENED BY ILLINOIS DEPARTMENT OF TRANSPORTATION TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 26; THENCE WEST ALONG SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26 TO THE POINT OF BEGINNING.

P.I.N.S 06-26-304-002, 06-26-304-003 AND 06-26-304-004



Village of Bartlett
Planning and Zoning Commission
August 1, 2024

(#24-07) 231-251 E Lake St

Rezoning from the ER-1 Estate Residence Zoning District to the B-3 Neighborhood Shopping Zoning District

PUBLIC HEARING

The following exhibits were presented:

Exhibit A – Picture of Sign

Exhibit B – Mail Affidavit

Exhibit C – Notification of Publication

The attorney for the petitioner, **Frank Bongiovanni**, 108 Bokelman St, Roselle IL came forward on behalf of the property owner, Stephen French, SEM Vanderbilt LLC and was sworn in by **M. Werden**. **F. Bongiovanni** stated, we are requesting a rezoning from ER-1 to B-3 Zoning District. The property consists of 3 parcels on the south side of Lake Street. The property was recently annexed into the Village on May 21, 2024. The subject property will be included in the Lake Street Corridor TIF District. We believe that the property meets all seven of the findings of fact for rezoning into a B-3 district, which would be compatible with the existing uses of the other properties along Lake Street including the 7-11, Dairy Queen, auto repair business and restaurants. The proposed rezoning would be compatible with the zoning classifications of the properties in the general area. The properties immediately to the west are currently zoned B-3 and the properties to the east are zoned B-4. The proposed use of this property is compatible with uses permitted under the existing zoning classification. The anticipated proposed uses would be those that are permitted or will be special uses in the B-3 Zoning District. The trend and character of the development in the general area of the property in question would have a positive impact on the surrounding properties. I am sure that you are aware that the area east of the Dairy Queen to Park Boulevard is an eyesore. That area is underdeveloped and needs to be redeveloped. We believe that rezoning this to a B-3 district will help to spur development in the area. There will not be any negative environmental impacts on the property or the area. The rezoning is also consistent with the Future Land Use Plan and the proposed redevelopment plan of the Lake Street Corridor and is included in the strategic planning. **M. Werden** yes, that area has been an eyesore for years. Why is this property zoned ER-1? **K. Stone** all properties that are annexed into the Village are automatically zoned ER-1 upon annexation. That is our most restrictive zoning. Typically, properties come in for annexation and zoning at the same time; however, the only way to get this property incorporated into the TIF district was to have it annexed first before we complete the rezoning process. **J. Battermann** asked, why are you requested that this is rezoned to B-3 instead of a B-4 to match the east property? **F. Bongiovanni** the B-3 zoning has more uses to fit the area. **K. Stone** B-4 zoning districts have to be a minimum of 10 contiguous acres. **J. Batterman** would rezoning the triangle make those 2 zones come together or would they be separate. **K. Stone** it would be considered one B-3 zone district. **M. Werden** that is very practical. Did you receive any calls for this case? **K. Stone** no, we did not.

M. Werden opened the public hearing. No one from the public came forward.

B. Bucaro made a motion to pass along a **positive recommendation** to the Village Board to approve case **(#24-07) 231-251 E Lake St** for rezoning from the ER-1 Estate Residence Zoning District to the B-3



Village of Bartlett
Planning and Zoning Commission
August 1, 2024

Neighborhood Shopping Zoning District subject to the findings of fact and conditions outlined in the staff report.

Motioned by: B. Bucaro
Seconded by: J. Miaso

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

Roll Call

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

The motion carried.

LAW OFFICES OF
FRANCIS J. BONGIOVANNI
108 BOKELMAN STREET ROSELLE, IL 60172
PHONE (630) 295-8555 FAX (630) 295-9555
francis@bongiovannilaw.com

SENT VIA HAND DELIVERY

March 26, 2024

Village President and Board of Trustees
Village of Bartlett
228 S. Main Street
Bartlett, Illinois 60103

**Re: SEM Vanderbilt, LLC Annexation
231 -251 Lake Street, Bartlett**

Dear Village President and Board of Trustees:

I represent SEM Vanderbilt, LLC the owner of property located at 231-251 E. Lake Street. Petitioner is seeking to annex 1.4 acres located in unincorporated Cook County and rezone it from ER-1 to B-3.

Petitioner has submitted a Development Application with all the required materials. Myself as well as Stephen French will be available in person to discuss the request and answer any questions that the Village Board may have. Thank you for your consideration.

Yours truly,

Francis Bongiovanni

C: Stephen French



VILLAGE OF BARTLETT DEVELOPMENT APPLICATION

For Office Use Only
Case # 24-07

RECEIVED
PLANNING & DEVELOPMENT

JUN 24 2024

VILLAGE OF
BARTLETT

PROJECT NAME 231-251 E Lake St

PETITIONER INFORMATION (PRIMARY CONTACT)

Name: Stephen French

Street Address: 1601 Weld St

City, State: Elgin, IL

Zip Code: 60123

Email Address: sfrench1@hotmail.com

Phone Number: 847-366-4749

Preferred Method to be contacted: email

PROPERTY OWNER INFORMATION

Name: SEM Vanderbilt LLC

Street Address: same as above

City, State: _____

Zip Code: _____

Phone Number: 

OWNER'S SIGNATURE: _____

Date: June 20, 2024

(OWNER'S SIGNATURE IS REQUIRED or A LETTER AUTHORIZING THE PETITION SUBMITTAL.)

ACTION REQUESTED (Please check all that apply)

- Annexation
 - PUD (preliminary)
 - PUD (final)
 - Subdivision (preliminary)
 - Subdivision (final)
 - Site Plan (please describe use: commercial, industrial, square footage): _____
 - Unified Business Center Sign Plan
 - Other (please describe) _____
- Text Amendment
 - Rezoning ER-1 to B-3
 - Special Use for: _____
 - Variation: _____

SIGN PLAN REQUIRED? Yes or No

(Note: A Unified Business Center Sign Plan is required for four or more individual offices or businesses sharing a common building entrance or private parking lot.)

PROPERTY INFORMATION

Common Address/General Location of Property: 231-251 E Lake Street

Property Index Number ("Tax PIN"/"Parcel ID"): 06-26-304-002, 06-26-304-003, 06-26-304-004

Zoning: Existing: ER-1
(Refer to Official Zoning Map)
Proposed: B-3

Land Use: Existing: commercial
Proposed: commercial

Comprehensive Plan Designation for this Property: Commercial
(Refer to Future Land Use Map)

Acreage: 1.4 +/-

For PUD's and Subdivisions:

No. of Lots/Units: _____

Minimum Lot: Area _____ Width _____ Depth _____

Average Lot: Area _____ Width _____ Depth _____

APPLICANT'S EXPERTS (If applicable, including name, address, phone and email)

Attorney Francis Bongiovanni

108 N. Bokelman Street

Roselle, IL 60172

Engineer

Other

FINDINGS OF FACT FOR REZONING

Both the Planning & Zoning Commission and Village Board must decide if the requested rezoning meets the standards established by the Village of Bartlett Zoning Ordinance.

The Planning & Zoning Commission shall make findings based upon evidence presented on the following standards: **(Please respond to each of these standards in writing below as it relates to your case. It is important that you write legibly or type your responses as this application will be included with the staff report for the Planning & Zoning Commission and Village Board to review.)**

1. That the proposed rezoning is compatible with existing uses of property within the general area of the property in question.

The rezoning to B-3 would be compatible with the existing uses of the properties along the Lake Street frontage, including 7-11, Dairy Queen, auto repair and restaurants.

2. That the proposed rezoning is compatible with the zoning classifications of properties within the general area of the property in question.

The properties immediately to the west are currently zoned B-3 and properties to the east are zoned B-4.

3. That the proposed use of the property in question is compatible with the uses permitted under the existing zoning classification.

The anticipated proposed uses will be those that are permitted or special uses in the B-3 Zoning District.

4. The trend and character of development, if any, in the general area of the property in question, including changes, if any, that have taken place in the zoning classifications of property in the general area of the property in question.

The trend and character of the Lake Street corridor has been consistent with the request to rezone the property to B-3.

5. The depreciatory or appreciatory impact, if any, of the proposed development upon surrounding properties in the general area of the property in question.

The rezoning and future redevelopment of this property with commercial uses will have a positive impact on the surrounding properties.

6. The environmental impact of the proposed development if a commercial or industrial use is proposed, or any floodway, flood plain, or wetlands is located on or in the general vicinity of the property in question.

There will be not be any negative environmental impact on the property or area.

7. That the proposed rezoning is in compliance with the Bartlett comprehensive plan or its amendments.

The rezoning is consistent with the Future Land Use Plan and the proposed redevelopment plan for the Lake Street Corridor and is included in the Strategic Plan.

-
-
8. That if the proposed rezoning is not in conformance with the comprehensive plan, the Planning and Zoning Commission shall not recommend its adoption unless it finds, based upon the specific findings, that the adoption of such amendment is in the public interest and is not solely for the financial interest of the applicant, and that either the proposed amendment will correct an existing error or conditions have changed that make the proposed amendment necessary.

Not applicable

ACKNOWLEDGEMENT

I understand that by signing this form, that the property in question may be visited by village staff and Board/Commission members throughout the petition process and that the petitioner listed above will be the primary contact for all correspondence issued by the village.

I certify that the information and exhibits submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the above signatures.

Any late, incomplete or non-conforming application submittal will not be processed until ALL materials and fees have been submitted.

SIGNATURE OF PETITIONER: Stephen French

PRINT NAME: Stephen French

DATE: JUNE 20, 2024

REIMBURSEMENT OF CONSULTANT FEES AGREEMENT

The undersigned hereby acknowledges his/her obligation to reimburse the Village of Bartlett for all necessary and reasonable expenses incurred by the Village for review and processing of the application. Further, the undersigned acknowledges that he/she understands that these expenses will be billed on an ongoing basis as they are incurred and will be due within thirty days. All reviews of the petition will be discontinued if the expenses have not been paid within that period. Such expenses may include, but are not limited to: attorney's fees, engineer fees, public advertising expenses, and recording fees. Please complete the information below and sign.

NAME OF PERSON TO BE **BILLED**: Not applicable

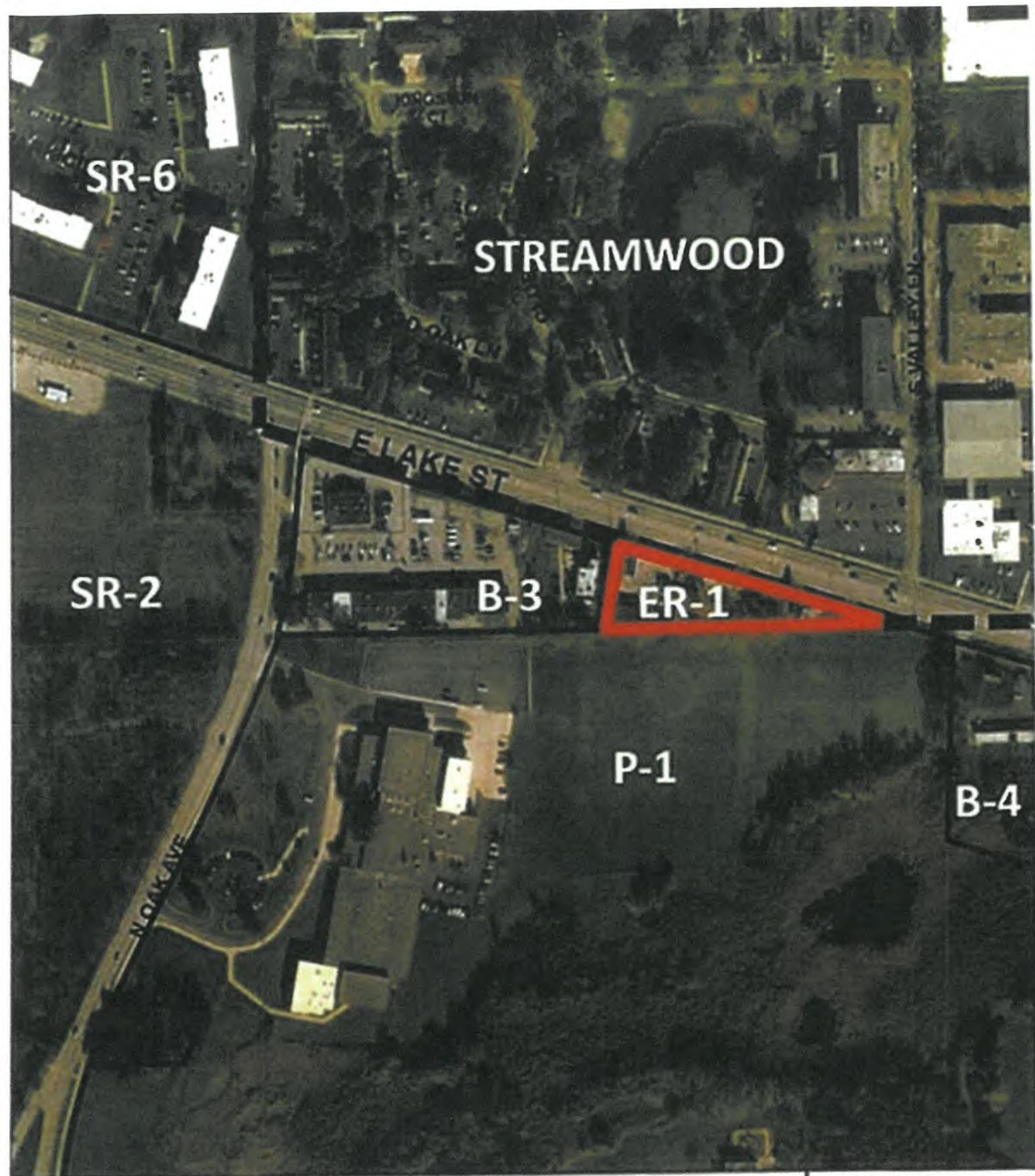
ADDRESS: _____

PHONE NUMBER: _____

EMAIL: _____

SIGNATURE: _____

DATE: _____



Zoning/Location Map

#2024-07 231-251 E. Lake St
REZONING FROM ER-1 to B-3





Agenda Item Executive Summary

AGENDA ITEM: #2024-09 BP 1100 W Stearns Rd BOARD OR COMMITTEE: Board

BUDGET IMPACT

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

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

EXECUTIVE SUMMARY

The petitioner is requesting a special use permit to sell beer, wine, and liquor at the BP gas station located at 1100 W Stearns Road in the B-3 (Neighborhood Shopping) Zoning District.

The Planning & Zoning Commission held the required public hearing and **recommended approval** of the special use permit request at their August 1, 2024 meeting.

ATTACHMENTS (PLEASE LIST)

Memo, ordinance, P&Z minutes, cover letter, application, location map, floor plan

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to approve Ordinance #2024-____ An Ordinance Granting a Special Use Permit to Allow Package Liquor Sales at 1100 West Stearns Road
- Motion

MOTION:

Staff: Kristy Stone, PDS Director

Date: August 13, 2024

PLANNING & DEVELOPMENT SERVICES MEMORANDUM
24-62

DATE: August 12, 2024
TO: Paula Schumacher, Village Administrator
FROM: Andrew Barna, Associate Planner 
RE: **(#24-09) BP 1100 W Stearns Rd**

PETITIONER

Rt. 59 Real Estate LLC

SUBJECT SITE

1100 West Stearns Road

REQUESTS

Special Use Permit – to sell package liquor (beer, wine, and liquor)

SURROUNDING LAND USES

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
Subject Site	Commercial	Commercial	B-3
North	Commercial	Commercial	B-3 PUD
South	Commercial	Commercial	B-4
East	Commercial	Commercial	B-3
West	Commercial	Commercial	B-3 PUD

CURRENT DISCUSSION

1. The petitioner is requesting a **Special Use Permit** to sell beer, wine, and liquor in an existing gas station convenience store in the B-3 (Neighborhood Shopping) Zoning District.
2. The gas station convenience store is open 24 hours a day, 7 days a week. The proposed hours of packaged liquor sales would be Sunday-Thursday, 8:00 a.m. to 12:00 a.m. and Friday-Saturday 8:00 a.m. to 1:00 a.m. in accordance with the Class C Extended Liquor License requirements.

RECOMMENDATION

1. The Staff recommends **approval** of the petitioner's request for a special use permit subject to the following conditions and findings of fact:
 - A. Approval of a Class C Extended Liquor License;
 - B. The sale of liquor shall be limited to the hours of 8:00 AM to 12:00 AM Sunday through Thursday and 8:00 AM to 1:00 AM on Friday and Saturday, in accordance with the liquor license;
 - C. Findings of fact (special use permit):
 - i. The proposed use at this particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
 - ii. That the proposed use will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity.
 - iii. That the special use shall conform to the regulations and conditions specified in this Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.
2. The Planning and Zoning Commission held the required public hearing, reviewed the petitioner's request, and **recommended approval** at their meeting on August 1, 2024.
3. An ordinance is attached for your review. The minutes of the P&Z Commission meeting, location map, floor plan, and background information are attached for your reference.

ORDINANCE 2024-_____

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO
ALLOW PACKAGE LIQUOR SALES AT 1100 WEST STEARNS
ROAD**

WHEREAS, Rt. 59 Real Estate, LLC. (the "**Petitioner**") is the owner of 1100 West Stearns Road, Bartlett, Illinois, zoned (B-3 Neighborhood Shopping District), located on the northwest corner of Route 59 and Stearns Road in the Village of Bartlett, legally described on **Exhibit A**, and is referred to herein as the "**Subject Property**"; and

WHEREAS, Petitioner has filed a petition (the "**Petition**") for a special use permit to allow package liquor sales (the "**Special Use Permit**"), on the Subject Property; and

WHEREAS, the Bartlett Planning & Zoning Commission reviewed the Petition and conducted the required public hearing with respect to the requested Special Use Permit on the Subject Property at its meeting on August 1, 2024 (Case #2024-09) and has recommended to the Corporate Authorities that the Special Use Permit to allow package liquor sales be granted, subject to the conditions and findings of fact set forth in its report; and

WHEREAS, the Corporate Authorities have determined that it is in the public interest to grant the Special Use Permit recommended by the Planning & Zoning Commission based on its findings of fact and conditions set forth in its report and as more fully set forth in this Ordinance.

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

SECTION TWO: Findings of Fact. Based in part on the conditions set forth in Section 4 of this Ordinance, the Corporate Authorities make the following findings of fact regarding the Petitioner's application for approval of the Special Use Permit:

- A. The proposed Special Use Permit is desirable to provide a use which is in the interest of public convenience and will contribute to the general welfare of the neighborhood and community.
- B. That the proposed Special Use Permit will not under the circumstances of the particular case be detrimental to the health,

safety, morals and general welfare of persons residing or working in the vicinity or be injurious to the property value or improvement in the vicinity.

- C. That the Special Use Permit shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.

SECTION THREE: Special Use Permit. Pursuant to Section 10-13-9 of the Bartlett Zoning Ordinance, and subject to the conditions set forth in Section 4 of this Ordinance, the Corporate Authorities hereby grant a Special Use Permit to allow the sale of packaged liquor at 1100 West Stearns Road on the Subject Property.

SECTION FOUR: Conditions. The approvals granted pursuant to this Ordinance shall be and are hereby expressly subject to and contingent upon each of the following terms, conditions, and restrictions, the violation of any of which shall, in the sole discretion of the Corporate Authorities, invalidate the approvals granted in this Ordinance:

- A. Approval of a Class C Extended liquor license;
- B. The sale of liquor shall be limited to the hours of 8:00 AM to 12:00 AM Sunday through Thursday and 8:00 AM to 1:00 AM on Friday and Saturday, in accordance with the liquor license;
- C. Building permits and all other necessary permits shall be required for all construction activities, and this Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind may be commenced on the Subject Property pursuant to the approvals granted by this Ordinance unless and until all conditions of this Ordinance precedent to that work have been fulfilled and after all permits, approvals, and other authorizations for the work have been properly applied for, paid for, and granted in accordance with all applicable laws and regulations
- D. The Bartlett Zoning Ordinance, the Subdivision Ordinance, Village building codes, and all other applicable Village ordinances and regulations shall continue to apply to the Subject Property, and the development and use of the Subject Property must comply with all laws and regulations of the Village and all other federal, state, and local governments and agencies having

Binding Effect; Non-Transferability. The privileges, obligations, and provisions of each and every section of this Ordinance are for the sole benefit of, and shall be binding on, the Petitioner and the Owner. Nothing in this Ordinance will be deemed to allow the approvals granted pursuant to this Ordinance to be transferred to any person or entity without that person

or entity first applying for and receiving the Village's approval of a new application for a special use permit.

SECTION FIVE: Failure to Comply. Upon the failure or refusal of the Petitioner or the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the approvals granted pursuant to this Ordinance (collectively, the "***Conditioned Approvals***"), will, at the sole discretion of the Corporate Authorities, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Corporate Authorities will not revoke the Conditioned Approvals unless it first provides the Petitioner and Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Board of Trustees regarding the revocation. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the B-3 Zoning District, as the same may, from time to time, be amended. Further, in the event of revocation, the Village Administrator and Village Attorney are authorized and directed to bring all zoning enforcement actions as may be appropriate under the circumstances. The Petitioner acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section 5, and agrees not to challenge any revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Petitioner required by this Section 5 is given.

SECTION SIX: 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 SEVEN: 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 EIGHT: Effective Date. This Ordinance shall be in full force and effect after its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

PASSED: August 20, 2024

APPROVED: August 20, 2024

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2024- _____ enacted on August 20, 2024, and approved on August 20, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Exhibit A

Legal Description:

THAT PART OF THE SOUTHEAST $\frac{1}{4}$ SECTION 4, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT OF INTERSECTION OF THE CENTER LINE OF AFORESAID ROUTE 59 WITH THE CENTER LINE OF CONSTRUCTION OF STEARNS ROAD (COUNTY HIGHWAY NUMBER 29); THENCE ON AN ASSUMED BEARING OF DUE NORTH ALONG AFORESAID CENTER LINE OF ROUTE 59 A DISTANCE OF 40.18 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF AFORESAID STEARNS ROAD EXTENDED EAST AND WEST (BEING 40.00 FEET NORTHERLY OF AND PARALLEL WITH ITS CENTER LINE); THENCE NORTH 84 DEGREES 36 MINUTES WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 50.22 FEET TO THE WEST LINE OF AFORESAID ROUTE 59 (BEING 50.00 FEET WEST OF AND PARALLEL WITH THE CENTER LINE OF CONSTRUCTION); FOR A POINT OF BEGINNING; THENCE NORTH ALONG THE WEST LINE OF ROUTE 59 A DISTANCE OF 217.8 FEET; THENCE NORTH 84 DEGREES 36 MINUTES WEST 200.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES EAST 217.8 FEET TO THE NORTHERLY LINE OF STEARNS ROAD; THENCE SOUTH 84 DEGREES 36 MINUTES EAST ALONG SAID NORTHERLY LINE 200.00 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF ILLINOIS ROUTE 59 AND THE CENTER LINE OF STEARNS ROAD (DUPAGE COUNTY HIGHWAY NO. 29); THENCE ON AN ASSUMED BEARING OF NORTH 01 DEGREES 06 MINUTES 43 SECONDS WEST ALONG SAID CENTER LINE OF ILLINOIS ROUTE 59, A DISTANCE OF 40.18 FEET; THENCE NORTH 85 DEGREES 42 MINUTES 17 SECONDS WEST PARALLEL WITH SAID CENTER LINE OF STEARNS ROAD, 50.22 FEET TO THE POINT OF INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF SAID STEARNS ROAD AND THE WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 59, AS DEDICATED BY DOCUMENT NO. 322137, RECORDED FEBRUARY 8, 1932, SAID POINT BEING THE POINT OF BEGINNING: FROM SAID POINT OF BEGINNING, THENCE NORTH 85 DEGREES 42 MINUTES 17 SECONDS WEST ALONG THE NORTH RIGHT OF WAY LINE OF STEARNS ROAD, 25.00 FEET; THENCE NORTH 46 DEGREES 34 MINUTES 49 SECONDS EAST 33.65 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 59; THENCE SOUTH 01 DEGREES 06 MINUTES 43 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE 25.00 FEET TO THE POINT OF BEGINNING (AND ALSO EXCEPT THE SOUTH 10 FEET THEREOF) IN DUPAGE COUNTY, ILLINOIS.

EXCEPT THEREFROM THE FOLLOWING DESCRIBED LAND AS TAKEN BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS (VESTING BY DOCUMENT NO. R2017-04470): THAT PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, BEARING AND DISTANCES BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM EAST ZONE, NAD 83 (2011 ADJUSTMENT), WITH A COMBINED FACTOR OF 0.9999436835 DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY SOUTHEAST CORNER OF LOT 1 IN BARTLETT COMMONS SUBDIVISION, RECORDED ON SEPTEMBER 29, 1994 AS DOCUMENT NUMBER R94-197296; THENCE SOUTH 85 DEGREES 40 MINUTES 04 SECONDS EAST, ALONG THE SOUTH LINE OF ROUTE 59 PER DOCUMENT NUMBER R90-097111, A DISTANCE OF 10.05 FEET TO THE WEST

LINE OF ROUTE 59 PER DOCUMENT NUMBER 322137; THENCE SOUTH 01 DEGREE 06 MINUTES 47 SECONDS EAST, ALONG THE WEST LINE OF SAID ROUTE 59, A DISTANCE OF, 192.78 FEET; THENCE SOUTH 46 DEGREES 35 MINUTES 17 SECONDS WEST, ALONG THE WEST LINE OF ROUTE 59 AS DEPICTED ON THE PLAT OF HIGHWAYS RECORDED AS DOCUMENT NUMBER R94-044792, A DISTANCE OF 19.67 FEET TO THE NORTH LINE OF STEARNS ROAD AS DEPICTED ON THE PLAT OF HIGHWAYS RECORDED AS DOCUMENT NUMBER R2011-073039; THENCE NORTH 85 DEGREES 43 MINUTES 30 SECONDS WEST, ALONG THE NORTH LINE OF SAID STEARNS ROAD, A DISTANCE OF, 185.37 FEET TO AN EAST LINE OF SAID LOT 1; THENCE NORTH 01 DEGREE 01 MINUTE 11 SECONDS WEST, ALONG SAID EAST LINE OF LOT 1, A DISTANCE OF 2.92 FEET; THENCE SOUTH 86 DEGREES 15 MINUTES 58 SECONDS EAST, 94.38 FEET; THENCE NORTH 03 DEGREES 46 MINUTES 16 SECONDS EAST, 7.00 FEET; THENCE SOUTH 86 DEGREES 13 MINUTES 44 SECONDS EAST, 33.98 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 17 SECONDS EAST, 11.45 FEET; THENCE NORTH 78 DEGREES 44 MINUTES 27 SECONDS EAST, 11.78 FEET; THENCE NORTH 65 DEGREES 54 MINUTES 21 SECONDS EAST, 13.21 FEET; THENCE NORTH 56 DEGREES 48 MINUTES 19 SECONDS EAST. 14.81 FEET; THENCE NORTH 27 DEGREES 38 MINUTES 16 SECONDS EAST, 26.69 FEET; THENCE NORTH 01 DEGREES 06 MINUTES 47 SECONDS WEST. 151.96 FEET TO THE POINT OF BEGINNING.

P.I.N. NO. 01-04-401-029



Village of Bartlett
Planning and Zoning Commission
August 1, 2024

(#24-09) BP AM/PM – 1100 W Stearns Rd

Special Use Permit – To Sell Package Liquor (beer, wine and liquor)

PUBLIC HEARING

The following exhibits were presented:

Exhibit A – Picture of Sign

Exhibit B – Mail Affidavit

Exhibit C – Notification of Publication

The attorney for the petitioner, **Claudette Miller**, Fox Rothschild, 321 N. Clark St, Chicago IL came forward on behalf of the Navi Singh who was present. **C. Miller** was sworn in by **M. Werden**. **C. Miller** stated that this is an existing BP convenient store and gas station. The current hours are 24/7. We are seeking a Special Use Permit to sell beer, wine and spirits during the hours allowed consistent with a class C extended liquor license. You can see in the staff report that we have met the findings of fact. **M. Werden** this is pretty straight forward. **K. Stone** anything with liquor typically requires a Special Use Permit. **M. Werden** I have no further questions. Are there any questions from the commission members? **C. Deveaux** I do not see the need for a third location to sell liquor on this corner. There is a liquor store across the street as well as a Walgreens. This just seems like saturation to sell that much alcohol in this small area.

M. Werden opened the public hearing. No one from the public came forward.

J. Miaso made a motion to pass along a **positive recommendation** to the Village Board to approve case **(#24-09) BP AM/PM 1100 W Stearns Rd** for a Special Use Permit to sell package liquor subject to the findings of fact and conditions outlined in the staff report.

Motioned by: J. Miaso

Seconded by: M. Sarwas

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

Roll Call

Ayes: B. Bucaro, G. Koziol, J. Miaso, M. Sarwas, J. Battermann, M. Werden

Nays: C. Deveaux

The motion carried.



CLAUDETTE P. MILLER
Direct No. 312.517.9221
Email: cmiller@foxrothschild.com

May 6, 2024

President Kevin Wallace
Trustee Renee Suwanski
Trustee Stephanie Gandsey
Trustee Dan Gunsteen
Trustee Raymond Deyne
Trustee Adam Hopkins
Trustee Joe LaPorte
Village of Bartlett, Illinois
228 South Main Street
Bartlett, Illinois 60103

RE: RT 59 Real Estate LLC Petition for Special Use Permit

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

Attached please find a copy of the Petition for grant of a Special Use Permit to allow package liquor sales submitted on behalf of Petitioner RT 59 Real Estate LLC, Business License #22-245, located at 1100 West Stearns Road. Specifically, Petitioner seeks to obtain a Class C Extended License which will allow it to sell packaged alcoholic liquors (Beer, wine and liquor) during the following hours: Sunday – Thursday 8 am to 12 am and Friday -Saturday 8 am to 1 am.

As you know, Petitioner is a convenience store/gas station and has been operating here in Bartlett since 2020 without incident. If granted, the special use permit would not extend Petitioner's hours of operation, but would allow Petitioner to expand the offerings available to its patrons.

Mr. Japneet Khaira is the owner/President of the Petitioner and the Petition bears his signature. Mr. Khaira is a successful businessman and has years of experience operating businesses like the Petitioner here. For example, he owns and operates the BP Gas Station at 860 West Army Trail Road, Carol Stream, Illinois 60188, the Oasis on 20 at 3191 US Highway 20,



Page 2

Elgin, Illinois 16470, the Plaza 94 at 16470 West Russell Road, Wadsworth, Illinois 60083 and the Oasis Danville at 510 North Gilbert Street, Danville, Illinois 61832. All of these businesses are licensed by their local government and all have been operating without incident since they began operating. And all four of them hold off-premises consumption liquor licenses. All are good corporate citizens of the communities where they are located.

Thank you for your time and consideration. Please do not hesitate to contact me if you have any questions or require additional information

Best regards,

A handwritten signature in cursive script that reads "Claudette Miller".

Claudette Miller

CM

cc: Japneet Khaira
Navi Singh



VILLAGE OF BARTLETT SPECIAL USE PERMIT APPLICATION

For Office Use Only
Case # 24-02
RECEIVED
PLANNING & DEVELOPMENT
APR 30 2024
VILLAGE OF
BARTLETT

PROJECT NAME BP AM PM - 1700 St. James

PETITIONER INFORMATION (PRIMARY CONTACT)

Name: Rt 59 Real Estate LLC

Street Address: [REDACTED]

City, State: [REDACTED]

Zip Code: [REDACTED]

Email Address: [REDACTED]

Phone Number: [REDACTED]

Preferred method to be contacted: Telephone

PROPERTY OWNER INFORMATION

Name: Route 59 Real Estate LLC (Japneet S. Khaira)

Street Address: [REDACTED]

City, State: [REDACTED]

Zip Code: [REDACTED]

Phone Number: [REDACTED]

OWNER'S SIGNATURE: Japneet Khaira **Date:** 4/30/2024
(OWNER'S SIGNATURE IS REQUIRED or A LETTER AUTHORIZING THE PETITION SUBMITTAL.)

SPECIAL USE PERMIT REQUESTED (Please describe i.e. liquor sales, outdoor seating, etc.)

Liquor Sales (Beer, Wine, and Spirits)

PROPERTY INFORMATION

Common Address/General Location of Property: 1100 West Stearns Road Bartlett, IL 60103

Property Index Number ("Tax PIN"/"Parcel ID"): Parcel Number 0104401029

Acreage: _____

Zoning: B3 Neighborhood Shopping District **Land Use:** Commercial
(Refer to Official Zoning Map)

Comprehensive Plan Designation for this Property: _____
(Refer to Future Land Use Map)

APPLICANT'S EXPERTS (If applicable, including name, address, phone and email)

Attorney Claudette Miller
Fox Rothschild, 321 N. Clark Street, Chicago IL 60654
(312) 446-0345 Cmillier@foxrothschild.com

Engineer _____

Other _____

FINDINGS OF FACT FOR SPECIAL PERMIT

Both the Planning & Zoning Commission and Village Board must decide if the requested Special Use meets the standards established by the Village of Bartlett Zoning Ordinance. The Planning & Zoning Commission shall make findings based upon evidence presented on the following standards:

(Please respond to each of these standards in writing below as it relates to your case. It is important that you write legibly or type your responses as this application will be included with the staff report for the Planning & Zoning Commission and Village Board to review.)

1. That the proposed use at that particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.

Public convenience will be greatly enhanced if petitioner is able to sell package alcoholic liquors, along with the gas and food and beverages and other items it currently sells, to its customers. Further, the special use will not change the character or existing hours of operation of the business, but will enhance the offerings available.

2. That such use will not under the circumstances of the particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity.

Allowing petitioner to sell package alcoholic liquors will not be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity and will not have any adverse effect on the surrounding property or area. Rather, it will be a convenience for and benefit to those living and working nearby and will not change the overall character or existing hours of operation of the business, but will enhance the offerings available.

3. That the special use shall conform to the regulations and conditions specified in this Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.

Petitioner agrees that the special use, if permitted will conform with the Village Zoning Ordinance in Title 10, as well as with the Bartlett Liquor Control Ordinance, and with any stipulations and conditions imposed by the Village Board of Trustees. Further, Petitioner will comply with all applicable state liquor laws and rules, including those associated with the state's responsible beverage seller program.

Please refer to Chapter 13 for additional Findings of Fact for Proposed Cannabis Uses.

ACKNOWLEDGEMENT

I understand that by signing this form, that the property in question may be visited by village staff and Board/Commission members throughout the petition process and that the petitioner listed above will be the primary contact for all correspondence issued by the village.

I certify that the information and exhibits submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the above signatures.

Any late, incomplete or non-conforming application submittal will not be processed until ALL materials and fees have been submitted.

SIGNATURE OF PETITIONER: Japneet Khaira

PRINT NAME: Rt. 59 Real Estate LLC (Japneet Khaira)

DATE: 4/30/2024

REIMBURSEMENT OF CONSULTANT FEES AGREEMENT

The undersigned hereby acknowledges his/her obligation to reimburse the Village of Bartlett for all necessary and reasonable expenses incurred by the Village for review and processing of the application. Further, the undersigned acknowledges that he/she understands that these expenses will be billed on an ongoing basis as they are incurred and will be due within thirty days. All reviews of the petition will be discontinued if the expenses have not been paid within that period. Such expenses may include, but are not limited to: attorney's fees, engineer fees, public advertising expenses, and recording fees. Please complete the information below and sign.

NAME OF PERSON TO BE BILLED: Japneet S. Khaira

ADDRESS: [REDACTED]
[REDACTED]

PHONE NUMBER: [REDACTED]

EMAIL: [REDACTED]

SIGNATURE: Japneet Khaira

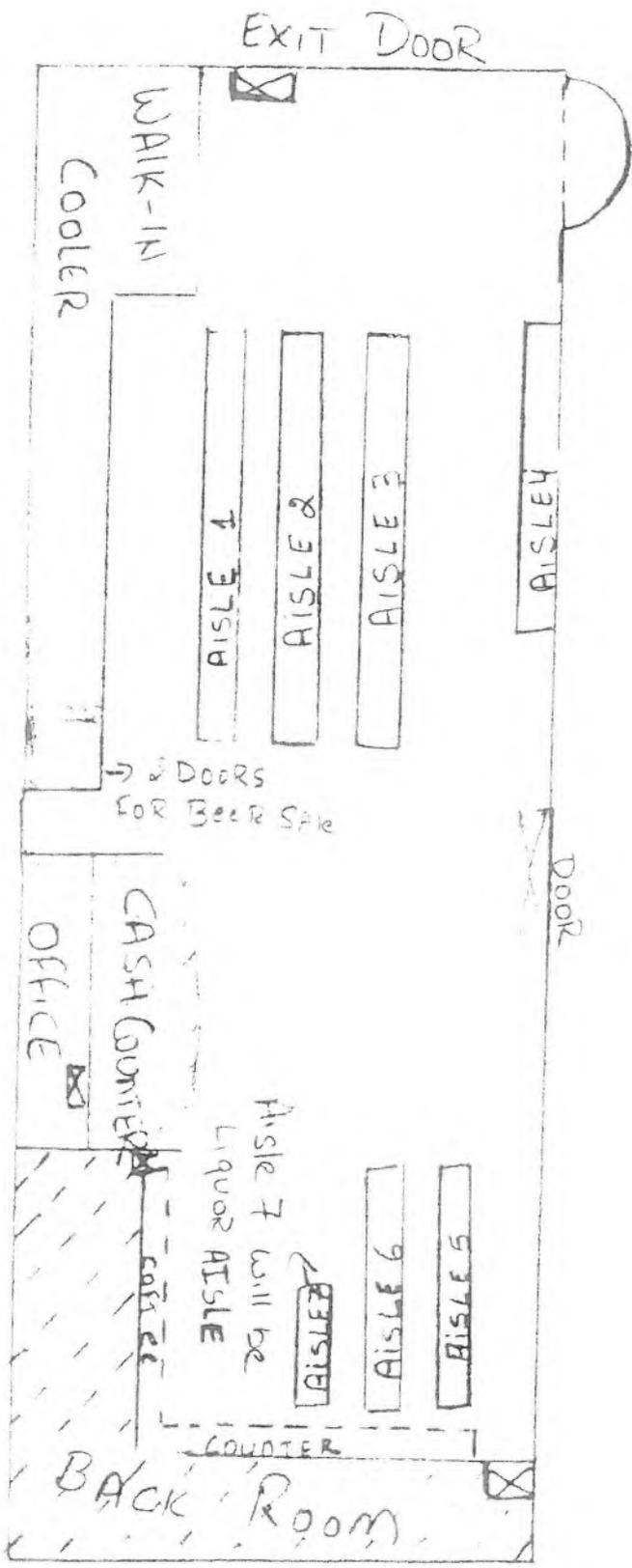
DATE: 4/30/2024



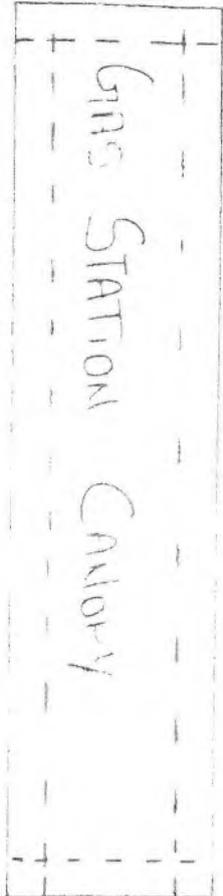
LOCATION MAP

1100 W. Stearns Rd - BP AM-PM 2024





STAIR SQM = 1370 sqm



ROUTE 59

STEARNS RD



Agenda Item Executive Summary

AGENDA ITEM: #2024-10 BP 5590 County Farm Rd BOARD OR COMMITTEE: Board

BUDGET IMPACT

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

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

EXECUTIVE SUMMARY

The petitioner is requesting a special use permit to sell beer, wine, and liquor at the BP gas station located at 5590 County Farm Road in the B-3 (Neighborhood Shopping) Zoning District.

The Planning & Zoning Commission held the required public hearing and **recommended approval** of the special use permit request at their August 1, 2024 meeting.

ATTACHMENTS (PLEASE LIST)

Memo, ordinance, P&Z minutes, cover letter, application, location map, floor plan

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to approve Ordinance #2024-____ An Ordinance Granting a Special Use Permit to Allow Package Liquor Sales at 5590 County Farm Road
- Motion

MOTION:

Staff: Kristy Stone, PDS Director

Date: August 13, 2024

PLANNING & DEVELOPMENT SERVICES MEMORANDUM
24-63

DATE: August 12, 2024
TO: Paula Schumacher, Village Administrator
FROM: Andrew Barna, Associate Planner 
RE: **(#24-10) BP 5590 County Farm Rd**

PETITIONER

Bartlett Real Properties LLC

SUBJECT SITE

5590 County Farm Road

REQUESTS

Special Use Permit – to sell package liquor (beer, wine, and liquor)

SURROUNDING LAND USES

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
Subject Site	Commercial	Commercial	B-3
North	Commercial	Commercial	B-3 PUD
South	Commercial*	Commercial*	B-1*
East	Commercial	Commercial	B-3
West	Commercial	Commercial	B-3 PUD

* - Hanover Park

CURRENT DISCUSSION

1. The petitioner is requesting a **Special Use Permit** to sell beer, wine, and liquor in an existing gas station convenience store in the B-3 (Neighborhood Shopping) Zoning District.
2. The gas station convenience store is open 24 hours a day, 7 days a week. The proposed hours of packaged liquor sales would be Sunday-Thursday, 8:00 a.m. to 12:00 a.m. and Friday-Saturday 8:00 a.m. to 1:00 a.m. in accordance with the Class C Extended Liquor License requirements.

RECOMMENDATION

1. The Staff recommends **approval** of the petitioner's request for a special use permit subject to the following conditions and findings of fact:
 - A. Approval of a Class C Extended Liquor License;
 - B. The sale of liquor shall be limited to the hours of 8:00 AM to 12:00 AM Sunday through Thursday and 8:00 AM to 1:00 AM on Friday and Saturday, in accordance with the liquor license;
 - C. Findings of fact (special use permit):
 - i. The proposed use at this particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
 - ii. That the proposed use will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity.
 - iii. That the special use shall conform to the regulations and conditions specified in this Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.
2. The Planning and Zoning Commission held the required public hearing, reviewed the petitioner's request, and **recommended approval** at their meeting on August 1, 2024.
3. An ordinance is attached for your review. The minutes of the P&Z Commission meeting, location map, floor plan, and background information are attached for your reference.

ORDINANCE 2024-_____

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO
ALLOW PACKAGE LIQUOR SALES AT 5590 COUNTY FARM
ROAD**

WHEREAS, Bartlett Real Properties, LLC. (the "**Petitioner**") is the owner of 5590 County Farm Road, Bartlett, Illinois, zoned (B-3 Neighborhood Shopping District), located on the northwest corner of County Farm Road and Stearns Road in the Village of Bartlett, legally described on **Exhibit A**, and is referred to herein as the "**Subject Property**"; and

WHEREAS, Petitioner has filed a petition (the "**Petition**") for a special use permit to allow package liquor sales (the "**Special Use Permit**"), on the Subject Property; and

WHEREAS, the Bartlett Planning & Zoning Commission reviewed the Petition and conducted the required public hearing with respect to the requested Special Use Permit on the Subject Property at its meeting on August 1, 2024 (Case #2024-10) and has recommended to the Corporate Authorities that the Special Use Permit to allow package liquor sales be granted, subject to the conditions and findings of fact set forth in its report; and

WHEREAS, the Corporate Authorities have determined that it is in the public interest to grant the Special Use Permit recommended by the Planning & Zoning Commission based on its findings of fact and conditions set forth in its report and as more fully set forth in this Ordinance.

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

SECTION TWO: Findings of Fact. Based in part on the conditions set forth in Section 4 of this Ordinance, the Corporate Authorities make the following findings of fact regarding the Petitioner's application for approval of the Special Use Permit:

- A. The proposed Special Use Permit is desirable to provide a use which is in the interest of public convenience and will contribute to the general welfare of the neighborhood and community.
- B. That the proposed Special Use Permit will not under the circumstances of the particular case be detrimental to the health,

safety, morals and general welfare of persons residing or working in the vicinity or be injurious to the property value or improvement in the vicinity.

- C. That the Special Use Permit shall conform to the regulations and conditions specified in the Bartlett Zoning Ordinance for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.

SECTION THREE: Special Use Permit. Pursuant to Section 10-13-9 of the Bartlett Zoning Ordinance, and subject to the conditions set forth in Section 4 of this Ordinance, the Corporate Authorities hereby grant a Special Use Permit to allow the sale of packaged liquor at 5590 County Farm Road on the Subject Property.

SECTION FOUR: Conditions. The approvals granted pursuant to this Ordinance shall be and are hereby expressly subject to and contingent upon each of the following terms, conditions, and restrictions, the violation of any of which shall, in the sole discretion of the Corporate Authorities, invalidate the approvals granted in this Ordinance:

- A. Approval of a Class C Extended liquor license;
- B. The sale of liquor shall be limited to the hours of 8:00 AM to 12:00 AM Sunday through Thursday and 8:00 AM to 1:00 AM on Friday and Saturday, in accordance with the liquor license;
- C. Building permits and all other necessary permits shall be required for all construction activities, and this Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind may be commenced on the Subject Property pursuant to the approvals granted by this Ordinance unless and until all conditions of this Ordinance precedent to that work have been fulfilled and after all permits, approvals, and other authorizations for the work have been properly applied for, paid for, and granted in accordance with all applicable laws and regulations
- D. The Bartlett Zoning Ordinance, the Subdivision Ordinance, Village building codes, and all other applicable Village ordinances and regulations shall continue to apply to the Subject Property, and the development and use of the Subject Property must comply with all laws and regulations of the Village and all other federal, state, and local governments and agencies having

Binding Effect; Non-Transferability. The privileges, obligations, and provisions of each and every section of this Ordinance are for the sole benefit of, and shall be binding on, the Petitioner and the Owner. Nothing in this Ordinance will be deemed to allow the approvals granted pursuant to this Ordinance to be transferred to any person or entity without that person

or entity first applying for and receiving the Village's approval of a new application for a special use permit.

SECTION FIVE: Failure to Comply. Upon the failure or refusal of the Petitioner or the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, the approvals granted pursuant to this Ordinance (collectively, the "**Conditioned Approvals**"), will, at the sole discretion of the Corporate Authorities, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Corporate Authorities will not revoke the Conditioned Approvals unless it first provides the Petitioner and Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Board of Trustees regarding the revocation. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the B-3 Zoning District, as the same may, from time to time, be amended. Further, in the event of revocation, the Village Administrator and Village Attorney are authorized and directed to bring all zoning enforcement actions as may be appropriate under the circumstances. The Petitioner acknowledges that public notices and hearings have been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this Section 5, and agrees not to challenge any revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notice to the Petitioner required by this Section 5 is given.

SECTION SIX: 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 SEVEN: 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 EIGHT: Effective Date. This Ordinance shall be in full force and effect after its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

PASSED: August 20, 2024

APPROVED: August 20, 2024

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2024- _____ enacted on August 20, 2024, and approved on August 20, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Exhibit A

Legal Description:

THAT PART OF OUTLOT 15 IN BARTLETT SUBDIVISION, UNIT ONE-L, BEING A SUBDIVISION IN THE SOUTHEAST AND SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 5, 1990 AS DOCUMENT R90-116440 IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF OUTLOT 15 AFORESAID; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 55 MINUTES 26 SECONDS WEST ALONG THE SOUTH LINE OF SAID OUTLOT 15, A DISTANCE OF 56.06 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 55 MINUTES 26 SECONDS WEST ALONG SAID SOUTH LINE, 277.10 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 34 SECONDS WEST, 215.00 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 26 SECONDS EAST, 306.35 FEET TO A POINT ON THE WEST LINE OF COUNTY FARM ROAD ACCORDING TO THE CONDEMNATION CASE 94ED-51 RECORDED DECEMBER 13, 1994, BEING A 8,055.00 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS SOUTH 88 DEGREES 11 MINUTES 48 SECONDS EAST FROM SAID POINT; THENCE SOUTHERLY ALONG SAID WEST LINE THE FOLLOWING THREE COURSES; THENCE SOUTHERLY ALONG SAID CURVE, CENTRAL ANGEL 01 DEGREES 05 MINUTES 02 SECONDS, 152.40 FEET (152.31 FEET); THENCE SOUTH 00 DEGREES 40 MINUTES 59 SECONDS WEST (RECORD 00 DEGREES 26 MINUTES 32 SECONDS WEST), 35.39 FEET TO THE POINT OF BEGINNING.

P.I.N. NO. 01-01-425-044



Village of Bartlett
Planning and Zoning Commission
August 1, 2024

(#24-10) BP – 5590 County Farm Rd

Special Use Permit – To Sell Package Liquor (beer, wine and liquor)

PUBLIC HEARING

The following exhibits were presented:

Exhibit A – Picture of Sign

Exhibit B – Mail Affidavit

Exhibit C – Notification of Publication

The petitioner's representative, **Claudette Miller** of Fox Rothschild 321 N. Clark St, Chicago IL came forward and was sworn in by **M. Werden**. **C. Miller** stated that this is also currently a 24/7 convenient gas station. We are requesting a Special Use Permit to sell packaged liquor at the hours that are consistent with a class C extended liquor license. Again, as indicated in the staff report, we have met the requirements in the findings of fact.

M. Werden opened the public hearing. No one from the public came forward.

G. Koziol made a motion to pass along a **positive recommendation** to the Village Board to approve case **(#24-10) BP 5590 County Farm Rd** for a Special Use Permit to sell package liquor subject to the findings of fact and conditions outlined in the staff report.

Motioned by: **G. Koziol**

Seconded by: **J. Miaso**

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

Roll Call

Ayes: **B. Bucaro, G. Koziol, J. Miaso, M. Sarwas, J. Ballermann, M. Werden**

Nays: **C. Deveaux**

The motion carried.



C. ALDETTE P. MILLER
Direct No. 312.517.9221
Email: cmiller@foxrothschild.com

May 6, 2024

President Kevin Wallace
Trustee Renee Suwanski
Trustee Stephanie Gandsey
Trustee Dan Gunsteen
Trustee Raymond Deyne
Trustee Adam Hopkins
Trustee Joe LaPorte
Village of Bartlett, Illinois
228 South Main Street
Bartlett, Illinois 60103

RE: Bartlett Real Properties LLC dba BP Gas Petition for Special Use Permit

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

Attached please find a copy of the Petition for grant of a Special Use Permit to allow package liquor sales submitted on behalf of Petitioner Bartlett Real Properties, LLC. Business License #22-245, located at 5590 County Farm Road. Specifically, Petitioner seeks a Class C Extended License which will allow it to sell packaged alcoholic liquors (beer, wine and liquor) during the following hours: Sunday – Thursday 8 am to 12 am and Friday-Saturday 8 am to 1 am.

As you know, Petitioner is a convenience store/gas station and has been operating here in Bartlett since 2020 without incident. If granted, the special use permit would not extend Petitioner's hours of operation, but would allow Petitioner to expand the offerings available to its patrons.

Mr. Japneet Khaira is the owner/President of the Petitioner and the Petition bears his signature. Mr. Khaira is a successful businessman and has years of experience operating businesses like the Petitioner here. For example, he owns and operates the BP Gas Station at 860 West Army Trail Road, Carol Stream, Illinois 60188, the Oasis on 20 at 3191 US Highway 20, Elgin, Illinois 16470, the Plaza 94 at 16470 West Russell Road, Wadsworth, Illinois 60083 and



Page 2

the Oasis Danville at 510 North Gilbert Street, Danville, Illinois 61832. All of these businesses are licensed by their local government and all have been operating without incident since they began operating. And all four of them hold off-premises consumption liquor licenses. All are good corporate citizens of the communities where they are located

Thank you for your time and consideration. Please do not hesitate to contact me if you have any questions or require additional information.

Best regards,

A handwritten signature in black ink, appearing to read "Claudette Miller".

Claudette Miller

CM

cc: Japneet Khaira
Navi Singh



VILLAGE OF BARTLETT SPECIAL USE PERMIT APPLICATION

For Office Use Only
Case # 24-10
RECEIVED
PLANNING & DEVELOPMENT
MAY 17 2024
VILLAGE OF
BARTLETT

PROJECT NAME BP Gas - 5019 South Fox Hill

PETITIONER INFORMATION (PRIMARY CONTACT)

Name: Bartlett Real Properties LLC

Street Address: [REDACTED]

City, State: [REDACTED]

Email Address: [REDACTED]

Preferred method to be contacted: Telephone

Zip Code: 60124

Phone Number: [REDACTED]

PROPERTY OWNER INFORMATION

Name: Bartlett Real Properties LLC (Japneet S. Khaira)

Street Address: [REDACTED]

City, State: [REDACTED]

Phone Number: [REDACTED]

Zip Code: [REDACTED]

OWNER'S SIGNATURE: Japneet Khaira Date: 7/30/2024
(OWNER'S SIGNATURE IS REQUIRED or A LETTER AUTHORIZING THE PETITION SUBMITTAL.)

SPECIAL USE PERMIT REQUESTED (Please describe i.e. liquor sales, outdoor seating, etc.)

Liquor Sales (Beer, Wine, and Spirits)

PROPERTY INFORMATION

Common Address/General Location of Property: 5590 County Farm Road Bartlett, IL 60103

Property Index Number ("Tax PIN" / "Parcel ID"): Parcel Number 0101425044

Acreage: _____

Zoning: B3 Neighborhood Shopping District
(Refer to Official Zoning Map)

Land Use: Commercial

Comprehensive Plan Designation for this Property: _____
(Refer to Future Land Use Map)

APPLICANT'S EXPERTS (If applicable, including name, address, phone and email)

Attorney Claudette Miller
Fox Rothschild, 321 N. Clark Street, Chicago IL 60654
(312) 446-0345 Cmillier@foxrothschild.com

Engineer _____

Other _____

FINDINGS OF FACT FOR SPECIAL PERMIT

Both the Planning & Zoning Commission and Village Board must decide if the requested Special Use meets the standards established by the Village of Bartlett Zoning Ordinance. The Planning & Zoning Commission shall make findings based upon evidence presented on the following standards:

(Please respond to each of these standards in writing below as it relates to your case. It is important that you write legibly or type your responses as this application will be included with the staff report for the Planning & Zoning Commission and Village Board to review.)

1. That the proposed use at that particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community.

Public convenience will be greatly enhanced if petitioner is able to sell package alcoholic liquors, along with the gas and food and beverages and other items it currently sells, to its customers. Further, the special use will not change the character or existing hours of operation of the business, but will enhance the offerings available.

2. That such use will not under the circumstances of the particular case be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity.

Allowing petitioner to sell package alcoholic liquors will not be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity and will not have any adverse effect on the surrounding property or area. Rather, it will be a convenience for and benefit to those living and working nearby and will not change the overall character or existing hours of operation of the business, but will enhance the offerings available.

3. That the special use shall conform to the regulations and conditions specified in this Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.

Petitioner agrees that the special use, if permitted, will conform with the Village Zoning Ordinance in Title 10, as well as with the Bartlett Liquor Control Ordinance, and with any stipulations and conditions imposed by the Village Board of Trustees. Further, Petitioner will comply with all applicable state liquor laws and rules, including those associated with the state's responsible beverage seller program.

Please refer to Chapter 13 for additional Findings of Fact for Proposed Cannabis Uses.

ACKNOWLEDGEMENT

I understand that by signing this form, that the property in question may be visited by village staff and Board/Commission members throughout the petition process and that the petitioner listed above will be the primary contact for all correspondence issued by the village.

I certify that the information and exhibits submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the above signatures.

Any late, incomplete or non-conforming application submittal will not be processed until ALL materials and fees have been submitted.

SIGNATURE OF PETITIONER: Japneet Khaira

PRINT NAME: Bartlett Real Properties LLC (Japneet Khaira)

DATE: 4/30/2024

REIMBURSEMENT OF CONSULTANT FEES AGREEMENT

The undersigned hereby acknowledges his/her obligation to reimburse the Village of Bartlett for all necessary and reasonable expenses incurred by the Village for review and processing of the application. Further, the undersigned acknowledges that he/she understands that these expenses will be billed on an ongoing basis as they are incurred and will be due within thirty days. All reviews of the petition will be discontinued if the expenses have not been paid within that period. Such expenses may include, but are not limited to: attorney's fees, engineer fees, public advertising expenses, and recording fees. Please complete the information below and sign.

NAME OF PERSON TO BE BILLED: Japneet S. Khaira

ADDRESS: [REDACTED]

PHONE NUMBER: [REDACTED]

EMAIL: [REDACTED]

SIGNATURE: Japneet Khaira

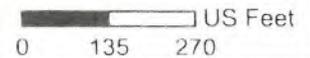
DATE: 4/30/2024



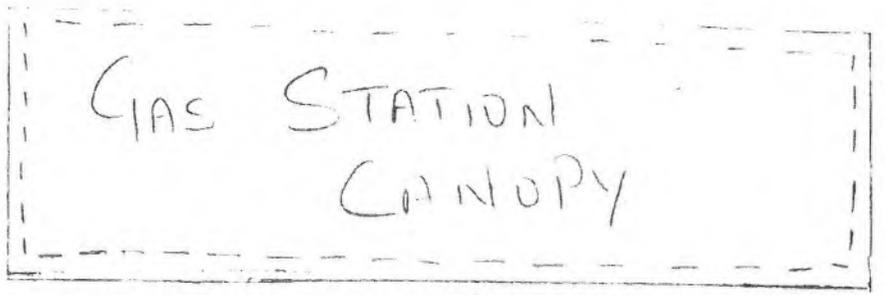
LOCATION MAP

5590 County Farm Rd - BP Gas

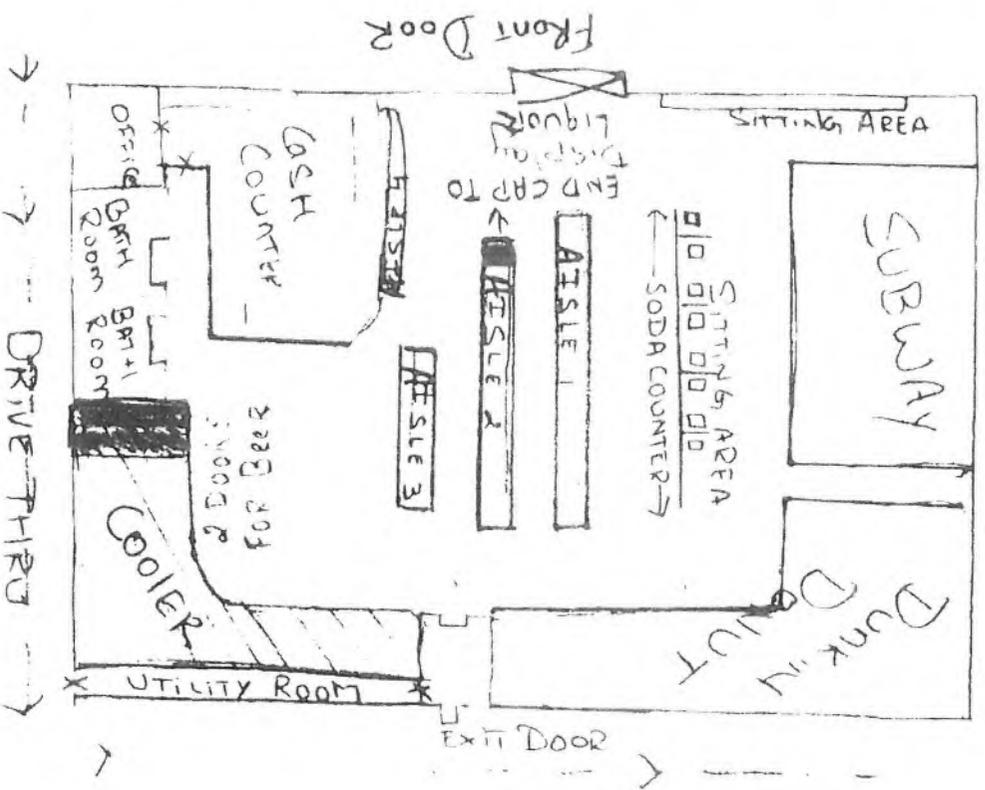
2024



STEARNS RD



1465 SITS 7/1/65 STORE



DRIVE THRU

5590 COUNTY FARM RD BARTLETT

COUNTY FARM RD



Agenda Item Executive Summary

AGENDA ITEM: Purchase of two 2025 Ford Escapes BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount \$59,762 Budgeted \$60,000

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

EXECUTIVE SUMMARY

The Suburban Purchasing Cooperative has extended contract 206 for the purchase of Ford Escapes to Currie Motors in Frankfort, IL. The vehicles would replace two inspector vehicles each with over 100,000 miles.

The vehicles will be delivered with a total cost of \$59,762. The fiscal year 2024-2025 budget provides \$60,000 for the purchase of two sport utility vehicles.

ATTACHMENTS (PLEASE LIST)

PDS memo, SPC Contract #206

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: 1 move to approve the purchase of two (2) 2024 Ford Escapes from Currie Motors

Staff: Kristy Stone, PDS Director

Date: August 1, 2024

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM
24-060

DATE: August 1, 2024
TO: Paula Schumacher, Village Administrator
FROM: Kristy Stone, Planning & Development Services Director *KS*
RE: **Purchase of two 2025 Ford Escape**

The Suburban Purchasing Cooperative has extended contract #206 for the purchase of Ford Escapes to Currie Motors in Frankfort, IL. The vehicles would replace two inspector vehicles each with over 100,000 miles.

The vehicles will be delivered with a total cost of \$59,762. The fiscal year 2024-2025 budget provides \$60,000 for the purchase of the two sport utility vehicles.

MOTION

**I move to approve the purchase of two (2) 2025 Ford Escape
from Miles Chevrolet, LLC**



**2025 Ford Escape Active All-
Wheel Drive Contract# 206**



Currie Motors Fleet

"Nice People to Do Business With"

Good Thru 09/14/24



Currie Motors Frankfort

SPC Contract Winner

2025 Ford Escape Active All Wheel Drive

Contract #206

Call Tom Sullivan (815) 464-9200

Standard Package: \$29,028.00

Warranty: 3 Years 36,000 miles Bumper to Bumper/ 5 Years 60,000 Power train

17 x 7-inch front and rear silver aluminum wheels P225/65RH17 AS BSW front and rear tires Overdrive transmission
Lock-up transmission
Transmission electronic control
Stainless steel quasi-dual exhaust with chrome tailpipe finisher
All-speed ABS and driveline traction control Lead acid battery
Battery run down protection
Auto stop-start engine
Driver selectable drivetrain mode
Fuel tank capacity: 15.69 gal.
8 inch primary LCD display
Steering wheel mounted audio controls
Wireless audio streaming
SiriusXM AM/FM/Satellite radio Seek scan Radio data system (RDS)
SYNC 4 external memory control
Internet radio capability
3 month satellite trial subscription
Vehicle body length: 181.2"
Wheelbase: 106.7"
Interior cargo length: 68.5 "
Standard ride suspension

DRL preference setting
LED daytime running lights
Trip computer
Rear window defroster
Power door mirrors
Heated driver and passenger side door mirrors Manual folding door mirrors
LED brake lights
Deep tinted windows
Variable intermittent front windshield wipers Speed sensitive wipers
AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll
Manual rear child safety door locks
Driver front impact airbag
Seat mounted side impact driver airbag
Passenger front impact airbag
Seat mounted side impact front passenger airbag Personal Safety System airbag occupancy sensor 7 airbags
SecuriLock immobilizer
Automatic climate control
Dual-zone front climate control
Rear under seat climate control ducts

Fixed rear seats
60-40 folding rear seats
Manual reclining rear seats
Split-bench rear seat
Front facing rear seat
Fold forward rear seatback
Rear seats with manual fore and aft
Height adjustable rear seat head
restraints
Manual rear seat head restraint control
3 rear seat head restraints
Rear seat center armrest
Bucket front seats
Driver seat with 6-way directional
controls
Front passenger seat with 4-way
directional controls Height adjustable
front seat head restraints Manual front
seat head restraint control
Front seat center armrest Power
reclining driver seat
Power height adjustable driver seat
Power driver seat fore/aft control
Manual reclining passenger seat
Manual passenger seat fore/aft control
Cloth front seat upholstery
Cloth front seatback upholstery
Driver seat with 2-way power lumbar
Heated driver and front passenger seats
4-wheel disc brakes
4-wheel antilock (ABS) brakes
Electronic parking brake
Brake assist system
Hill start assist

Equipment Group 200A
Engine: 1.5L EcoBoost
Transmission: 8-Speed Automatic
3.81 Axle Ratio
Tires: 225/65R17 AS BSW
Wheels: 17" Shadow Silver-Painted Aluminum Unique
Cloth Front Bucket Seats
Monotone Paint Application
106" Wheelbase
Radio: AM/FM Stereo
50-State Emissions System
SYNC 4
FordPass Connect



Models

- | | |
|---|-----------|
| <input checked="" type="checkbox"/> Escape Active AWD | 29,028.00 |
| <input type="checkbox"/> Escape Active FWD | -1387.00 |

Equipment Groups

- | | |
|---|---------|
| <input type="checkbox"/> 68B-Tech Package #1-Call For Details | 935.00 |
| <input type="checkbox"/> 43M-Panoramic Vista Roof-NA on S Model | 1499.00 |
| <input type="checkbox"/> 51U-Mini Spare | 308.00 |
| <input type="checkbox"/> 41H-Block Heater | 141.00 |
| <input type="checkbox"/> 68C-Technology Package #2-Call For Details | 3478.00 |
| <input type="checkbox"/> 19H Cold Weather Package | 103.00 |
| <input type="checkbox"/> 60S-Reverse Parking System | 230.00 |

Other Options

- | | |
|---|--------|
| <input type="checkbox"/> 47B-Easy Access Cargo Shade | 127.00 |
| <input type="checkbox"/> 50B-Floor Liners with Carpet Mats | 188.00 |
| <input type="checkbox"/> 50C-Floor Liners without Carpet Mats | 150.00 |
| <input type="checkbox"/> 50Q-Cargo Mat | 94.00 |
| <input checked="" type="checkbox"/> 63E-Remote Starter System | 465.00 |
| <input type="checkbox"/> 942-Day Time Running Lights | 42.00 |

Misc. Options

<input type="checkbox"/>	Rustproofing	395.00
<input type="checkbox"/>	4-Corner LED Strobes	1,495.00
<input type="checkbox"/>	CD-ROM Service Manual	395.00
<input checked="" type="checkbox"/>	Delivery Greater than 50 miles of Dealership	185.00
<input checked="" type="checkbox"/>	License & Title <u>Municipal</u> Municipal Police	203.00
<input type="checkbox"/>	Passenger Plates	326.00
<input type="checkbox"/>	Certificate of Origin-Customer to Complete License/Title Application	N/C

Warranties

<input type="checkbox"/>	3 Year/100,000 Miles Premium Care	1,950.00
<input type="checkbox"/>	5 Year/100,000 Miles Premium Care	2,060.00
<input type="checkbox"/>	3 Year/100,000 Miles Extra Care	1,635.00
<input type="checkbox"/>	5 Year/100,000 Miles Extra Care	1,715.00
<input type="checkbox"/>	5 Year/125,000 Miles Power Train Care	1,730.00
<input type="checkbox"/>	6 Year/125,000 Miles Power Train Care	1,800.00

Exterior Colors

- K1-Vapor Blue Metallic
- JS-Iconic Silver Metallic
- M7-Carbonized Gray Metallic
- UM-Agate Black Metallic
- YZ-Oxford White
- PQ-Race Red

Interior Colors

- Space Grey
- Ebony



Title Name Village of Bartlett
Title Address 228 S. Main St
Title City Bartlett
Title Zip Code 60103
Contact Name Kristy Stone
Phone Number 630-540-5936
Purchase Order Number _____
Fleet Identification Number _____
Tax Exempt Number E99981051
Total Dollar Amount \$ 59,762
Total Number of Units 2
Delivery Address 228 S Main St
Bartlett, IL 60103

***Orders Require Signed Original Purchase Order and Tax Exempt Letter Submitted to:**

*Currie Motors Fleet
10125W Laraway
Frankfort, IL 60423
PHONE: (815)464-9200
Tom Sullivan
tsullivan@curriemotors.com*

Production is not Guaranteed Due to Supply Chain Shortages and Constraints and is Subject to Plant Cancellation



Agenda Item Executive Summary

AGENDA ITEM: Authorization to replace one totaled utility police interceptor vehicle.

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount \$ 46,384.00

Budgeted \$ N/A

Fund: 6100-570170

Corresponding Activity Measure: Police Vehicle Replacement Fund

EXECUTIVE SUMMARY

The Police Department would like to purchase a new 2025 Ford Utility Police Interceptor vehicle to replace a 2021 Ford Utility Police Interceptor vehicle totaled in a traffic crash on July 10, 2024. IRMA issued the Village of Bartlett a check for \$28,021.00 to replace the totaled squad. The price to replace this vehicle, which includes delivery, is \$46,384.00 and would be taken from the Vehicle Replacement Fund. This vehicle would be purchased to maintain our fleet vehicle coverage for the patrol division. This vehicle would be delivered eight to ten months after placing the order with Currie Motors Fleet.

ATTACHMENTS (PLEASE LIST)

Police Department Memorandum

SPC Contract # 204

~~SPC Program~~

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 purchase a 2025 Ford Utility Interceptor vehicle through Suburban Purchasing Cooperative Contract #204 for \$46,384.00 from Currie Motors Fleet in Frankfort, Illinois.

Staff: Greg Milos, Support Services Sergeant

Date: August 20, 2024

**POLICE DEPARTMENT MEMORANDUM
24-35**

DATE: August 20, 2024
TO: Paula Schumacher, Village Administrator
FROM: Greg Milos, Sergeant
RE: Purchase of a Ford Interceptor Utility Police Vehicle for Patrol Division

The Suburban Purchasing Cooperative, a cooperative of 144 municipalities and townships in northeastern Illinois, awarded Currie Motors Fleet in Frankfort, Illinois, the contract for the 2025 Ford Utility Police Interceptor Vehicle. The 2025 Ford Interceptor Utility comes standard with All-Wheel Drive and features a V-6 engine.

This vehicle would replace a 2021 Ford Utility Police Interceptor totaled in a traffic crash on July 10, 2024. IRMA issued the Village of Bartlett a check for \$28,021.00 to replace the totaled squad. The price to replace this vehicle, which includes delivery, is \$46,384.00 and would be taken from the Vehicle Replacement Fund. This vehicle would be purchased to maintain our fleet vehicle coverage for the patrol division. This vehicle would be delivered eight to ten months after placing the order with Currie Motors Fleet.

MOTION: I move to purchase a 2025 Ford Utility Interceptor vehicle through Suburban Purchasing Cooperative Contract #204 for \$46,384.00 from Currie Motors Fleet in Frankfort, Illinois.



**2025 Ford Utility Interceptor
Contract #204**

\$47,615.00



Currie Motors Fleet

Nice People to do Business With!

Production Begins May 2024

Hybrid Motors are Late Availability

2025 Model Year is Allocation Based upon Sales History and Subject to Commodity Restrictions



2025 Ford Utility Interceptor

\$47,615.00

Standard Features

MECHANICAL ●3.3L Police-Calibrated V6 Direct-Injection Hybrid Engine System –Standard ●AWD Drivetrain Transmission – 10-speed automatic, police calibrated ●Lithium-Ion Battery Pack ●Brakes – Police calibrated high-performance regenerative braking system(Hybrid Only) ●4-Wheel heavy-duty disc w/heavy-duty front and rear calipers ●Brake Rotors – large mass for high thermal capacity and calipers with large swept area. ●Electric Power-Assist Steering (EPAS) – Heavy-Duty ●DC/DC converter – 220-Amp ●Cooling System – Heavy-duty, Engine oil cooler and transmission oil cooler ●Engine Idle Hour Meter ●Powertrain mounts – Heavy-Duty ●Class III Trailer Hitch Receiver and (2) recovery hooks ● Class III Trailer Tow Lighting Package ●Wheels— Heavy-duty steel, vented with center cap— Full size spare tire w/TPMS ●50-State Emissions System ● H8 AGM Battery ● **Engine Idle Control** ●Manual Police Pursuit Mode

EXTERIOR ●Antenna, Roof-mounted ●Cladding – Lower body-side cladding ●Door Handles – Black ● Exhaust, True Dual ● **Daytime Running Lamps – Configurable ON/OFF through instrument cluster** ●Door-Lock Cylinders (Front Driver / Passenger / Lift-gate) ●Glass – 2nd Row, Rear Quarter and Lift-gate Privacy Glass ● Grille – Black ●Headlamps – Automatic, LED Low-and-High-Beam ●Lift-gate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder ● Mirrors – **Black Caps Power Electric Remote Heated Manual Folding with Integrated Spotter** ●Spare – Full size 18” Tire w/TPMS ●Spoiler – Painted Black● Lift-gate Handle ●Tail lamps – LED ●Tires – 255/60R18 A/S BSW ●Wheel-Lip Molding – Black ●Wheels – 18” x 8.0 painted black steel with polished stainless steel hub cover ●Windshield – Acoustic Laminated ●**Unity LED Drivers Spot Light** ●**Rear Tail Light Housing**

INTERIOR/COMFORT ●Cargo Hooks in cargo area ●Climate Control – Dual-Zone Electronic Automatic Temperature Control ●Door-Locks— Power ● **Rear-Door Handles and Locks Operable** ●Fixed Pedals (Driver Dead Pedal)● Floor – Heavy-Duty Thermoplastic Elastomer ●Glove Box – Locking/non-illuminated ●Grab Handles ●Heated Sanitization Solution ●**Lift gate Release Switch located in overhead console (45 second timeout feature)**●Lighting— Overhead Console— Red/White Task Lighting in Overhead Console— 3rd row overhead map light ●Mirror – Day/night Rear View ●Particulate Air Filter● Power points – (1) First Row ●Rear-door closeout panels ●Rear-window Defrost ●Scuff Plates – Front & Rear ●Seats— 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters — 1st Row – Driver 6-way lower track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar) — 1st Row – passenger 2-way manual track (fore/aft. with manual recline) — Built-in steel intrusion plates in both driver/passenger seatbacks — 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) ●Speed (Cruise) Control ●Speedometer –

Calibrated (includes digital readout) •Steering Wheel – Manual / Tilt / Telescoping, Speed Controls and 4 user – configurable latching switches Sun visors, color-keyed, non-illuminated •Universal Top Tray – Center of I/P for mounting aftermarket equipment •Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature• **Power Passenger Seat • Courtesy Lights Disabled • Rear Dome Light**

SAFETY/SECURITY •Advance Trac® w/RSC® •Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®•Anti-Lock Brakes (ABS) with Traction Control • Brakes – Police calibrated high-performance regenerative braking system •Belt-Minder® (Front Driver / Passenger)•Child-Safety Locks •Individual Tire Pressure Monitoring System (TPMS)•LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations •**Rearview Camera viewable on 8"Center Stack** • Seat Belts, Pretensioner /Energy-Management System w/adjustable height in 1st Row •SOS Post-Crash Alert System™• Perimeter Alert • **Remote Keyless Fob •BLIS •Cross Traffic Brake Assist •Pre-Collision Mitigation System •Reverse Sensing System**

Police Up-fit Friendly •Consistent 11-inch space between driver and passenger seats for aftermarket consoles (9-inch center console mounting plate)•Console mounting plate •Dash pass-thru opening for aftermarket wiring •Headliner- easy to service •Two (2) 50 amp battery ground circuits – power distribution junction block (repositioned behind 2nd row seat floorboard). • **Grill Wiring •100 Watt siren/Speaker Prep Kit**

Functional •Audio— AM/FM / MP3 Capable / Clock / 4-speakers— SYNC® interface — Includes hands-free voice command support — USB Port — (1) — 8" Color LCD Screen Center- Stack "Smart Display"• Easy Fuel® Capless Fuel-Filler •Fleet Telematics Modem to support Ford Pro™ Telematics •Front door tether straps (driver/passenger)•Power pigtail harness •Simple Fleet Key; 4-keys•Two-way radio pre-wire •Two (2) 50 amp battery power circuits – power distribution junction block (behind 2nd row passenger seat floorboard)•Wipers – Front Speed- Sensitive Intermittent; Rear Dual Speed Wiper •Up fitter Interface System •PAITRO output tied to lift gate release switch •3 Year 36,000 Mile Warranty-5 Year 100,000 mile Powertrain Warranty •Delivery under 75 miles



Models

X	K8A	2025 Utility Interceptor Hybrid-Late Availability	47,615.00

OPTIONS-Mechanical/Functional

X	99B-3.3L V-6 TI-VCT Motor NA with 99C Motor	-2661.00
	99C-3.0L Eco boost	893.00
	76D-Deflector Plate (engine and transmission shield)	320.00
	41H-Block Heater	179.00
	18X-100 Watt Siren Speaker (includes bracket and pig tail)	329.00
X	60R-Noise Suppression	94.00
	67U-Ultimate Wiring Kit	602.00
X	67V-Connector Kit	188.00
	85D-Front Console Mounting Plate Delete (NA with 67H, 67U, 85R)	NC
	85R-Rear Mounting Plate (NA with 65U, 85D)	56.00
	67H Ready For the Road Package-OEM Lighting and Wiring Package	3,532.00
X	18D-Global Lock/Unlock- Deletes 45 second Lift Gate Lock Release	N/C

Options-Exterior

	16P Rear Bumper Step Pad	94.00
	65L 18" Wheel Covers	65.00
X	Keyed Alike CODE 1435x	47.00
	942-Daytime Running Light-Cannot be Reprogrammed	47.00
X	68G- Rear Door Locks Inoperable	72.00
	52P-Hidden Door Lock Plunger Includes 68G	150.00
	43A-Rear Auxiliary Lights	376.00
	96T-Rear Spoiler Traffic Light-Compatible with Interior Upgrade Package	1,410.00
	51P-Drivers Side Spot Light Prep	132.00
	51S-Dual Spot Lights-Unity	582.00
	51T-Drivers Spot Light-Whelen	394.00
	51V-Dual Spot Lights-Whelen	629.00
	51W-Dual Spot Prep	264.00
	Spot Light Delete	-376.00
	63B-Side Marker Lights	320.00
	63L-Quarter Glass Lights	546.00
	66A-Front Headlamp Package	846.00
	66B-Tail Lamp Package	405.00
X	66C-Rear Light Package	432.00
	16D-Badge Delete	N/C
	21L Front Auxiliary Light	546.00

Options-Interior

	47E 12.1" Integrated Computer Screen	3,478.00
	63V Cargo Vault (Lockable Small Compartment)	253.00
	65U Interior Upgrade Package	367.00
	92R Solar Tint 2 nd Row (Deletes Privacy Glass)	85.00
	92G Solar Tint 2 nd Row and Cargo Area (Deletes Privacy Glass)	112.00
	87M 4" Rear Camera (1/4 size Picture in Picture in Upper Left Quadrant of Display)	N/C

	16C Carpet Floor Covering	141.00
	F6 Ebony Cloth Seating	51.00
	90D Ballistic Door Panels (Level III +)-Driver Front Door Only	1495.00
	90E Ballistic Door Panels (Level III+)- Driver and Passenger Front Doors Only	2979.00
	90F Ballistic Door Panels (Level IV+)- Driver Front Door Only	2274.00
	90G Ballistic Door Panels (Level IV +)- Driver and Passenger Front Doors Only	4541.00

Exterior Colors

	E4-Vermillion Red	
	JS-Iconic Silver	
	LK-Dark Blue	
	LM-Royal Blue	
	M7-Carbonized Gray	
	TN-Silver Grey Metallic	
	UJ-Sterling Gray	
X	UM-Agate Black	
	YZ-Oxford White	

Miscellaneous Options

	4-Corner LED Amber Strobes	1,395.00
	Rustproofing (Does Not Include Undercoating)	395.00
	Delivery Over 75 Miles	250.00
	Certificate of Origin (Customer to Complete Licensing)	N/C
X	License and Title- Municipal	203.00
	Passenger Title and Plates	351.00

Title Name	Village of Bartlett
Title Address	228 S. Main Street
Title City	Bartlett, IL
Title Zip Code	60103
Contact Name	Sgt Greg Milos
Phone Number	224-230-1441
PO Number	
FIN CODE	
Tax Exempt Number	E99981051
Total Dollar Amount	\$46384.00
Delivery Address	228 S. Main Street
	Bartlett, IL 60103

***Orders Require Signed Original Purchase Order and Tax Exempt Letter Submitted to:**

Currie Motors Commercial Center

10125 W Laraway

Frankfort Il 60423

PHONE: (815) 412-3227

Tom Sullivan

tsullivan@curriemotors.com

Phone: (815)464-9200

Nic Cortellini

ncortellini@curriemotors.com

Production is based upon Plant Scheduling and Commodity Restrictions Subject to Cancellation

Payment Due at Time of Delivery



Agenda Item Executive Summary

AGENDA ITEM: Design Engineering Contract for the Country Place
Lift Station Improvement Project

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount \$ 86,200

Budgeted \$ 180,000

Fund: Sewer

Corresponding Activity Measure: Influent/Effluent Flow

EXECUTIVE SUMMARY

A resolution for the board's approval to enter into an agreement with Trotter and Associates, Inc. for design engineering for the Lift Station Improvement Project. This project is included in the approved capital budget.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

RELATIONSHIP TO STRATEGIC PLAN GOAL

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

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve RESOLUTION #2024- ____ - R, A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND TROTTER & ASSOCIATES, INC. FOR THE ENGINEERING SERVICES FOR THE COUNTRY PLACE LIFT STATION

Staff: Tyler Isham, Assistant Director of Public Works

Date:

August 12, 2024

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: **Country Place Lift Station Rehabilitation Engineering Services**
Date: August 12, 2024

BACKGROUND

The Village Board approved the 24/25 Capital Budget and included Lift Station upgrades and rehabilitation as a part of that annual budget. This typically includes rehabilitating the older lift stations and converting dry wells to wet wells for higher efficiency within the sanitary sewer system. This year, the Country Place Lift Station located at 691 San Diego Place was included in this year's rehabilitation due to age and condition.

DISCUSSION

Staff selected Trotter and Associates, Inc. of St. Charles, IL (Trotter) to provide the engineering services for this project. Trotter has submitted a design proposal for this project that totals \$86,200. We have had success working with Trotter in the past, and with their previous experience, believe this proposal to be a good value.

RECOMMENDATION

Staff recommends approval of the Engineering Services Agreement between the Village of Bartlett and Trotter and Associates, Inc. in the not-to-exceed amount of \$86,200.

MOTION

I MOVE TO APPROVE RESOLUTION #2024-____-R, A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND TROTTER AND ASSOCIATES, INC. FOR THE ENGINEERING SERVICES FOR THE COUNTRY PLACE LIFT STATION.

RESOLUTION 2024 - ___ - R

A RESOLUTION APPROVING OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND TROTTER AND ASSOCIATES, INC. FOR THE COUNTRY PLACE LIFT STATION DESIGN

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 between the Village of Bartlett and Trotter and Associates, Inc. dated August 20, 2024 (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 is hereby authorized and directed to sign the Amendment to the Agreement on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED **August 20, 2024**

APPROVED **August 20, 2024**

Kevin Wallace, Village President

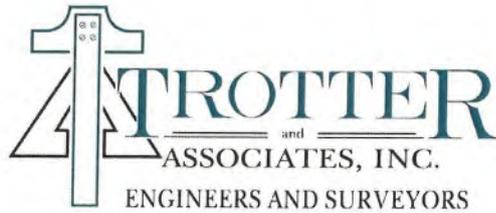
ATTEST:

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 August 20,2024, and approved on August 20,2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



July 10th, 2024

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

Re: Country Place Lift Station Rehabilitation
Professional Services Letter Agreement and Exhibits

Dear Mr. Dinges,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the Village of Bartlett (CLIENT) for the *Country Place Lift Station Rehabilitation* (hereinafter referred to as the "PROJECT").

Project Background

The Village of Bartlett Country Place Lift Station is located at 691 San Diego Place. This station was originally constructed in the late 1970's with the most recent major rehabilitation in 1997 with the replacement of the pumps. Country Place serves a small primarily residential area south of Devon Avenue in DuPage County and also serves as a secondary station to the Devon Lift Station. The site is centered between two residential homes and is very compact.

The lift station is a Smith & Loveless wet well/dry-pit configuration with two Allis Chalmers Model 532 non-clog pumps. Each pump is 7.5 HP rated for 500 gpm at 28.3 ft TDH. The pumps convey flows through an 8-inch forcemain approximately 350 ft, discharging to a gravity structure near the La Jolla Terrace cul-de-sac. The station's dry-pit configuration makes routine maintenance difficult and constitutes a confined space entry.



A preliminary review of the existing wet well indicates that it may be suitable for conversion to a submersible pump station, similar to the Village's recently completed Herrick House Lift Station. However, an analysis of the influent flows and available bounce within the wet well will need to be completed to verify the conversion is feasible.

Project Understanding

The Village has requested that Trotter and Associates submit a proposal for design and bidding phase engineering services for the rehabilitation of the lift station. Construction phase engineering services would be executed under separate contract at the time that the construction contract is awarded. Design phase services generally consist of the following major components:

- Abandonment of the Existing Dry Pit Pump Station
- Rehabilitation/Conversion of Wet Well to a Submersible Pump Station including Lining
- New Valve & Metering Vault (or above-grade pre-fabricated enclosure similar to Herrick House if feasible)
- New Electrical and Control Systems (site electrical service, utility cabinet, standby generator, low-voltage)
- Site Utilities (including sewers modifications at wet well, and connection to proposed force main)
- Site Improvements (sidewalk, grading, landscaping, etc.)



Conceptual Project EOPC

 <div style="text-align: center;"> Village of Bartlett Country Place Lift Station Rehabilitation Engineer's Opinion of Probable Construction Costs <i>July 10, 2024</i> </div> 					
	LIFT STATION REHABILITATION				\$ 700,000.00
	CONSTRUCTION SUBTOTAL				\$ 700,000.00
	CONTINGENCIES @ 25%				\$ 175,000.00
	CONSTRUCTION TOTAL				\$ 875,000.00
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	UNIT TOTAL
LIFT STATION REHABILITATION					
1	MOBILIZATION	1	LS	\$ 45,000.00	\$ 45,000.00
7	DRY PIT PUMP STATION & SITE DEMO	1	LS	\$ 40,000.00	\$ 40,000.00
1	SUBMERSIBLE DUPLEX LIFT STATION EQUIPMENT (PUMPS, CONTROLS, ETC.)	1	LS	\$ 75,000.00	\$ 75,000.00
5	PUMP MATE PRE-FABRICATED ENCLASURE INC. INSTALLATION	1	LS	\$ 90,000.00	\$ 90,000.00
2	INSTALLATION OF PUMPS AND PUMP MATE	1	LS	\$ 90,000.00	\$ 90,000.00
6	MISC. PROCESS PIPING INC. INSTALLATION	1	LS	\$ 45,000.00	\$ 45,000.00
3	SCADA MODIFICATIONS & INTEGRATION	1	LS	\$ 20,000.00	\$ 20,000.00
4	MODIFICATION TO EXISTING WET WELL STRUCTURE & COVER	1	LS	\$ 25,000.00	\$ 25,000.00
8	BYPASS PUMPING	1	LS	\$ 80,000.00	\$ 80,000.00
9	SITE UTILITIES (FORCE MAIN)	1	LS	\$ 7,500.00	\$ 7,500.00
9	NEW ELECTRICAL SERVICE / UTILITY CABINET	1	LS	\$ 15,000.00	\$ 15,000.00
9	STANDBY DIESEL GENERATOR & ATS	1	LS	\$ 85,000.00	\$ 85,000.00
10	GENERATOR & ATS INSTALLATION/WIRING	1	LS	\$ 25,000.00	\$ 25,000.00
11	FENCE REPLACEMENT, 6' INC. INSTALLATION	100	FT	\$ 200.00	\$ 20,000.00
12	PCC PAVEMENT/DRIVEWAY	150	SY	\$ 75.00	\$ 11,250.00
13	PCC SIDEWALK	100	SF	\$ 12.00	\$ 1,200.00
14	RESTORATION (TOPSOIL, SEEDING, FERTILIZER, & EROSION CONTROL BLANKET)	1	LS	\$ 25,000.00	\$ 25,000.00

Project Schedule

Below is an anticipated project schedule, contingent upon timely execution of the proposal and furnishing of all required design and permitting documents:

Contract Execution	August 2024
Preliminary Design Phase	August - October 2024
Final Design Phase	November 2024 - February 2025
Permitting	February – April 2025
Bidding (Estimated)	May 2025
Commence Construction (Estimated)	June 2025
Construction Completion (Estimated)	April 2026



Scope of Services

Our services will consist of customary civil engineering and surveying services and related engineering services incidental thereto, described as follows;

A. Preliminary Design (50%) Phase

- 1) Hold a project kick-off meeting with Village Staff to establish project goals and schedule.
- 2) Review existing Village documentation that may be appropriate to the project. This includes as-built information for the existing pump station and utilities.
- 3) Conduct two (2) site visits to confirm dimensions, by performing field measurements within the existing building, wet well and valve vault. This includes running the pumps in hand to allow for the wet well and all connected manholes to drain, and pipe elevations to be taken.
- 4) Conduct a topographic survey of the site determine property boundaries for design and permitting (TAI to coordinate design-stage JULIE locate for all utilities) and develop base files depicting existing site conditions.
- 5) Prepare conceptual design document 20% for Village review. Documents shall consist of engineering calculations, conceptual layout, and written descriptions of the Project. These shall include layout of the proposed pump station wet well, process design for pumps, piping, valves, as well as conceptual force main routing (plan view only).
- 6) Meet with Village staff once conceptual design documents are developed to discuss site constraints and alternative layouts for consideration.
 - a. Consider and discuss alternatives including rehabilitation and conversion of the existing wet well to a submersible station with bypass pumping, or installation of a new wet well without the need for extended bypass pumping.
 - b. Determine preferred manufacturers for pumps, valves, meters and other material details.
- 7) Prepare 50% Engineering Plans and Specifications to show the scope, extent and character of the work. Include the following but is not limited to these drawings.
 - a) General Construction Details and Notes (Estimated 2 Sheets)
 - b) Demolition drawings showing existing structures and utilities to be removed as applicable. (Estimated 2 Sheets)
 - c) Site Civil drawings showing underground utilities, process piping, site grading and landscaping as applicable. (Estimated 2 Sheets)
 - d) Process drawings including the equipment layout, valves and process piping. (Estimated 3 Sheets)
 - a) Preliminary project specifications in accordance with 64 Division CSI Format.
- 8) Based on the information contained in the Preliminary Design Phase documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer.
- 9) Hold a preliminary design review meeting to address the Village's review comments and requested revisions.



C. Final Design (100%) Phase

- 1) Based on the approved Preliminary Design Phase, prepare 90% Engineering Plans and Specifications to show the scope, extent and character of the work. Include the following but is not limited to these drawings.
 - b) General Construction Details and Notes (Estimated 2 Sheets)
 - c) Demolition drawings showing existing structures and utilities to be removed as applicable. (Estimated 2 Sheets)
 - d) Site Civil drawings showing underground utilities, process piping, site grading and landscaping as applicable. (Estimated 4 Sheets)
 - e) Structural drawings including layout and section for wet well modifications as applicable. (Estimated 1 Sheet)
 - f) Process drawings including the equipment layout, valves and process piping. (Estimated 4 Sheets)
 - g) Electrical drawings depicting power distribution requirements within the proposed improvements. (Estimated 3 Sheets)
 - h) Instrumentation drawings depicting the scope and extent of the proposed control system. (Estimated 2 Sheets)
 - i) Project specifications in accordance with 64 Division CSI Format.
- 2) Obtain one (1) soil boring on site for the purposes of bearing capacity analysis of any proposed generator pad and to provide CCDD testing results as part of the bid package.
- 3) Provide 90% complete plans to the Village and effected agencies for review and approval. Prepare an opinion of probable cost, based on the Final Engineering Plans. Hold a final review meeting with the Village.
- 4) Submit final plans and specifications to IEPA as applicable to obtain the construct and operate permit.
- 5) Make minor revisions to the plans to incorporate changes required by reviewing agencies. Complete 100% drawings to satisfaction of the Village and appropriate permitting bodies.

Bidding or Negotiating Phase

- 1) Assist the Village with advertising the project for bid. Advertisement and plan production expenses will be considered reimbursable.
- 2) Attend a pre-bid meeting with the Village and prospective bidders.
- 3) Respond to questions about bid documents. Issue addenda as appropriate to clarify, correct, or change the Bidding Documents.
- 4) Attend the bid opening, prepare bid tabulation, and assist the Village in reviewing the bids, participate in any negotiations or clarification discussion and awarding contracts. Issue the Recommendation to Award to the Village.
- 5) Furnish and supply drawings and project specification copies as required.

Changes to the scope of services outlined in this agreement shall be authorized through execution of an Exhibit D - Contract Addendum.



Compensation

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER’s employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER’s Consultant’s charges, if any.

ENGINEER’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B. Reimbursable Expenses included in the contract are limited to items listed in Exhibit B. All expenses that are not included in Exhibit B shall be considered outside the contract and shall be considered as extra and compensated for at cost. For example: title commitments, permit fees, architectural renderings, special public meetings, out of town travel expenses, consultant services beyond those identified in the scope, or items specifically requested by the owner.

The total compensation for services will not exceed **\$86,200.00** based on the following distribution of compensation:

Preliminary Design Phase	\$32,600
Final Design Phase	\$43,800
Bidding and Negotiating Phase	\$7,300
<u>Reimbursables – Soil Boring</u>	<u>\$2,500</u>
Total:	\$86,200

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER’s services included in the breakdown by phases incorporates all labor, overhead, profit, and ENGINEER’s Consultant’s charges. The amounts billed for ENGINEER’s services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER’s employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER’s Consultant’s charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to ENGINEER.



Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible whatsoever for any obligations its subcontractors might have to its [subcontractors'] employees, including but not limited to proper compensation of its employees.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT'S convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C – Supplemental Conditions and agreed to by both parties.

ENGINEER acknowledges that this project and the scope of work performed thereto will require ENGINEER and all lower tiered subcontractors of ENGINEER to comply with all obligations under and pursuant to the any applicable local, state and/or federal prevailing wage laws (e.g. Davis-Bacon Act, Illinois Prevailing Wage Act, etc.), including but not limited to all wage, notice and/or record keeping requirements to the extent applicable, necessitated and required by law.

If during negotiations or discussion with a Client it becomes clear that Client has determined prevailing wages are not applicable to the work performed by Trotter & Associates, it is best to confirm that understanding in writing with appropriate indemnification language. The following is draft language to consider:

Trotter & Associates' services performed is based on its understanding through the actions, statements and/or omissions of CLIENT that this project [identify] and the work performed relating thereto is professional in nature and not subject to prevailing wage requirements (federal, state or local). If Trotter & Associates' understanding is incorrect, CLIENT agrees and acknowledges that it shall immediately notify Trotter & Associates in writing within forty-eight (48) hours from receiving this notice so that Trotter & Associates may submit a revised proposal and/or invoice reflecting the additional costs associated with applicable prevailing wage laws. If at any time it is determined that this project is or was subject to prevailing wage requirements under federal, state or local law, then CLIENT agrees and acknowledges that it shall reimburse and make whole Trotter & Associates for any back wages, penalties and/or interest owed to its employees or any other third party, including any appropriate governmental agency. CLIENT also agrees that prices, costs and/or applicable fees will also be increased prospectively as required by the increase in wage payments to Trotter & Associates' employees. CLIENT understands and acknowledges that it shall notify Trotter & Associates of any prevailing wage requirements or obligations under applicable laws relating to the work or services performed by Trotter & Associates. CLIENT also agrees to indemnify and hold Trotter & Associates harmless from any error, act or omission on its part with regard to prevailing wage notification that causes any claim, cause of action, harm or loss upon Trotter & Associates, including but not limited to prompt reimbursement to Trotter & Associates of any and all back wages, penalties and/or interest owed to its employees or any other third party, including reasonable attorneys' fees and costs associated with such claim, cause of action, harm or loss.



Contents of Agreement

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CLIENT:

Trotter and Associates, Inc.:

By: _____

By: Scott Trotter, P.E., BCEE

Title: _____

Title: President

Effective Date: _____

Date Signed: July 22nd, 2024

Address for giving notices:

Address for giving notices:

40W201 Wasco Road, Suite D
St. Charles, Illinois 60175

Designated Representative

Designated Representative

Chris Marschinke, P.E.

Title:

Title: Senior Project Manager

Phone Number:

Phone Number: 630-217-6284

Facsimile Number:

Facsimile Number:

E-Mail Address:

E-Mail Address: c.marschinke@trotter-inc.com

ATTACHMENTS:

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM

CLIENT Initial _____

TAI Initial _____



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CLIENT Initial _____

TAI Initial _____



EXHIBIT A - STANDARD TERMS AND CONDITIONS

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.
- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

- A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.
- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as

required for ENGINEER to perform services under the Agreement.

- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
 - 3. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples,

materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.

- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
 - 1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 - 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.
- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. *For Basic Services.* CLIENT shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement
- B. *For Additional Services.* CLIENT shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit D.
- C. *For Reimbursable Expenses.* CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. *Payments Upon Termination.*
 - 1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
 - 2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.
- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.

- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between CLIENT and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit C - Supplemental General Conditions.

5.03 Opinions of Total Project Costs

- A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.
- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime

professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of ENGINEER.

- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER's and CLIENT's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

- A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the

- electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.
- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
 - F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
 - G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
 - H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.

- D. CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- F. At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
 - 1. Workers Compensation & Employer's Liability
 - a. Each Occurrence: \$1,000,000
 - 2. General Liability
 - a. Each Occurrence: \$1,000,000
 - b. General Aggregate: \$2,000,000
 - 3. Excess or Umbrella Liability
 - a. Each Occurrence: \$5,000,000
 - b. General Aggregate: \$5,000,000
 - 4. Automobile Liability
 - a. Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$1,000,000
 - 5. Professional Liability
 - a. Each Occurrence: \$2,000,000
 - b. General Aggregate: \$2,000,000
- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project

6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
1. *For cause,*
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By ENGINEER:
 - 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.
 - 3) ENGINEER shall have no liability to CLIENT on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. *For convenience,*
 - a. By CLIENT effective upon the receipt of notice by ENGINEER.

- B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

- A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this

Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

- B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

- A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.
- B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

6.10 Hazardous Environmental Condition

- A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or

remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER’s activities under this Agreement.
- F. If ENGINEER’s services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER’s terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT’s officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER’s officers, directors, partners, employees, and ENGINEER’s Consultants in the performance and furnishing of ENGINEER’s services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER’s officers, directors, partners, employees, and ENGINEER’s Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT’s officers, directors, partners, employees, and CLIENT’s consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, ENGINEER’s total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER’s negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER’s Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage

is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4 shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, “Supplemental Conditions,” if any.

6.12 Notices

- A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

- A. The headings used in this Agreement are for general reference only and do not have special significance.

6.16 Definitions

- A. Defined terms will be in accordance with EJCDC No. 1910-1 (1996 Edition)

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CLIENT Initial _____

TAI Initial _____



**EXHIBIT B
SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES**

2024 Schedule of Hourly Rates

Classification	Billing Rate
Engineering Intern	\$72.00
Engineer Level I	\$130.00
Engineer Level II	\$143.00
Engineer Level III	\$152.00
Engineer Level IV	\$169.00
Engineer Level V	\$191.00
Engineer Level VI	\$218.00
Engineer VII	\$229.00
Engineer VIII	\$264.00
Principal Engineer	\$271.00
Architect Intern	\$72.00
Architect Level I	\$114.00
Architect Level II	\$138.00
Architect Level III	\$160.00
Architect Level IV	\$172.00
Architect Level V	\$193.00
Architect Level VI	\$210.00
Architect VII	\$227.00
Architect VIII	\$245.00
Principal Architect	\$263.00
Technician Level I	\$108.00
Technician Level II	\$131.00
Technician Level III	\$153.00
Technician Level IV	\$167.00
Senior Technician	\$185.00
GIS Specialist I	\$108.00
GIS Specialist II	\$143.00
GIS Specialist III	\$171.00
Clerical Level I	\$72.00
Clerical Level II	\$86.00
Clerical Level III	\$104.00
Survey Technician Level I	\$72.00
Survey Technician Level II	\$89.00
Survey Crew Chief	\$184.00
Professional Land Surveyor	\$221.00
Project Coordinator I	\$131.00
Project Coordinator II	\$142.00
Project Coordinator III	\$152.00
Department Director	\$218.00
Project Manager	\$218.00
Senior Project Manager	\$230.00
Sub Consultants	Cost Plus 5%

***Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules*

Note: On January 1st of each year, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.

2024 Reimbursable Expenses

Item	Unit	Unit Price
Engineering Copies – B&W 20lb Bond	Sq. Ft.	\$0.48
Engineering Copies - Color 24lb Bond	Sq. Ft.	\$1.00
Mylar Engineering Copies up to 24" by 36"	Each	\$8.00
Color Presentation Grade Large Format Print	Sq. Ft.	\$5.15
Comb Binding > 120 Sheets	Each	\$4.75
Comb Binding < 120 Sheets	Each	\$3.50
Binding Strips (Engineering Plans)	Each	\$1.00
5 Mil Laminating	Each	\$1.25
Copy 11" x 17" - Color	Each	\$0.50
Copy 11" x 17" - Black and White	Each	\$0.25
Copy 8.5" x 11" - Color	Each	\$0.25
Copy 8.5" x 11" - Black and White	Each	\$0.12
Recorded Documents	Each	\$25.00
Engineering Scanning	Each	\$2.00
Plat Research	Time and Material	
Per Diem	Each Day	\$30.00
Field / Survey Truck	Each Day	\$45.00
Postage and Freight		Cost
Mileage	Per Mile	Federal Rate

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CLIENT Initial _____

TAI Initial _____



**EXHIBIT C
SUPPLEMENTAL CONDITIONS**

NONE AT THIS TIME

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CLIENT Initial _____

TAI Initial _____



**EXHIBIT D
CONTRACT ADDENDUM**

Project Name: _____

Project No. _____

Addendum No. _____

This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount	\$ _____
Changes Prior to This Change	\$ _____
Amount of This Change	\$ _____
Revised Contract Amount:	\$ _____

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

CLIENT:

ENGINEER:

VILLAGE OF BARTLETT

TROTTER AND ASSOCIATES, INC.

SIGNED:

TITLE

TITLE

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Agenda Item Executive Summary

AGENDA ITEM: Phase II Engineering Contract for the Lift Station Controls Improvements Project

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount	\$ 32,900	Budgeted	\$ 180,000
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Fund: Sewer

Corresponding Activity Measure: Influent/Effluent Flow

EXECUTIVE SUMMARY

A resolution for the board's approval to enter into an agreement with Trotter and Associates, Inc. for Phase II engineering for the Lift Station Controls Improvement Project. This project is included in the approved capital budget.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

RELATIONSHIP TO STRATEGIC PLAN GOAL

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

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve RESOLUTION #2024- ____ - R, A RESOLUTION APPROVING THE PHASE II ENGINEERING SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND TROTTER & ASSOCIATES, INC. FOR THE LIFT STATIONS CONTROLS IMPROVEMENT PROJECT

Staff: Tyler Isham, Assistant Director of Public Works

Date: August 12, 2024

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: Phase II Engineering Contract for the Lift Station Controls Improvements Project
Date: August 12, 2024

BACKGROUND

The Village has 21 sanitary sewer lift stations across Bartlett. All of these lift stations are monitored by a SCADA (supervisory control and data acquisition) system that relays information to a computer that can then send out alerts to the Wastewater Supervisor or whomever is on call for the Sewer Division if there are any issues.

The current software that is running through the lift stations is through SCADATA. The software is not as robust as other SCADA systems and does not relay all the information that could be useful. It is currently also solely a radio-based system, so any disturbance or blockage of the radio waves will cause disruptions to the service.

With the water receiving station and the nearly completed, upgraded water reclamation facility (WRF) utilizing a newer software (Wunderware) for their respective SCADA systems. Staff is looking to transition the remaining lift stations over to the same software. Staff began discussions with Trotter and Associates, Inc. to perform Phase I/II Engineering to design and assist in the bidding to upgrade the software and hardware components of the SCADA system for the lift stations. Trotter recently assisted the Village in the design and construction engineering for the Herrick House Lift Station and Force Main Project and other sewer related projects in the past, so they are familiar with our system. A copy of their proposal and contract is attached for review.

This project has been approved in the CIP for FY 24/25. If approved, Trotter will begin design and bid the project this year with an anticipated construction start date of Winter, 2025 pending equipment lead times.

RECOMMENDATION

Staff recommends approving of the proposal and entering into an agreement with Trotter and Associates, Inc. for the design of the lift station controls improvements.

MOTION

MOTION TO APPROVE RESOLUTION 2024 - ____ - R, A RESOLUTION APPROVING THE PHASE II ENGINEERING SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND TROTTER & ASSOCIATES, INC. FOR THE LIFT STATIONS CONTROLS IMPROVEMENT PROJECT

RESOLUTION 2024 - _____

A RESOLUTION APPROVING THE PHASE II ENGINEERING SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND TROTTER & ASSOCIATES, INC. FOR THE LIFT STATION CONTROLS IMPROVEMENTS PROJECT

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

SECTION ONE: Phase II Engineering Services Agreement dated August 20th, 2024, for the Lift Station Controls Improvements Project (the "Project Work") in the amount of \$32,900, as set forth in the agreement attached hereto and incorporated herein, is hereby awarded to Trotter & Associates subject to the terms and conditions of the defined Agreement.

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: August 20, 2024

APPROVED: August 20, 2024

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2024 - _____ enacted on August 20, 2024 and approved on August 20, 2024 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



July 10th, 2024

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

Re: Lift Station Controls Improvements Project
Professional Services Letter Agreement and Exhibits

Dear Mr. Dinges,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the Village of Bartlett (CLIENT) for the *Lift Stations Control Improvements Project* (hereinafter referred to as the "PROJECT").

Project Understanding

The Village of Bartlett owns and operates 21 lift stations throughout the service area's collection system. These stations range in configuration, size, and age. The Village has taken a proactive approach to station rehabilitation and upgrade of the mechanical and electrical systems at each location. The controls systems, however, remain dated with many components that have reached or exceeded their useful service life.

The Village lift stations utilize a SCADATA RT4422 remote point-to-point wireless RTU system, which is paired with the SCADATA Software master control at the Bittersweet Wastewater Treatment Plant. The WWTP itself is nearing completion of a major rehabilitation and upgrade project. The project included replacement of the programmable logic controllers (PLC's) throughout the facility, standardizing on Allen-Bradley CompactLogix L33ER series controllers and Wonderware/Avena software. Therefore, operators must maintain and utilize both SCADATA and Wonderware software applications for monitoring and control of the wastewater plant and remote lift station. The Village seeks to replace the controllers in each of the remote lift stations, and any other components necessary for communication with a new Allen-Bradley based system. Additionally, the Village would like to integrate the remote lift stations into the Wonderware software such that staff does not need to maintain two separate programs for wastewater operations.



The Village has requested that Trotter and Associates submit a proposal to prepare contract documents suitable for public bidding of the proposed component and software replacement. It is not anticipated that the radio communications platform will be modified as staff has reported that it is generally reliable with the exception of one or two remote locations. These locations may require antennae reconfiguration to improve reliability, and if so this work will be incorporated into the contract.

TAI will prepare contract documents to convey the scope of the upgrades for potential bidders. It is anticipated that this will include specifications with site-specific replacement scope for each station as each station contains different components. TAI will prepare exhibits to identify typical scopes of work and details if necessary. Additionally, TAI will conduct site visits to each of the 21 lift stations to inspect each panel and determine the necessary component replacement. It is likely that follow-up site visits will be required after coordinating the required components to verify compatibility.



Project Schedule

Below is an anticipated project schedule, contingent upon timely execution of the proposal and furnishing of all required design and permitting documents:

Contract Execution	August 2024
Design Phase	August - October 2024
Bidding (Estimated)	November 2024
Commence Construction (Estimated)	December 2025
Construction Completion (Estimated – Pending Component Lead Times)	July 2025

Scope of Services

Our services will consist of customary engineering services and related engineering services incidental thereto, described as follows;

A. Design Phase

- 1) Hold a project kick-off meeting with Village Staff to establish project goals and schedule.
- 2) Review existing Village documentation that may be appropriate to the project. This includes as-built information available for all lift station sites.
- 3) Conduct a preliminary site visit to each lift station site to evaluate and document the existing components and determine the necessary scope of replacement. It is anticipated that the site visits will take three (3) days total, to be coordinated with Village staff.
- 4) Based on the site visits, develop a conceptual scope of replacements for each lift station.
- 5) Prepare a conceptual opinion of probable construction cost and hold a review work session with Village staff to ensure consensus on the scope replacements and anticipated cost.
- 6) Develop contract documents including specifications and exhibits as necessary to convey the scope of the improvements suitable for public bidding. The bidding documents will include a short-list of acceptable integrators pre-approved for bidding on the project. Provide the bidding documents to the Village for review and comment.
- 1) Hold a final review work session with Village staff to gain consensus on the bidding documents and incorporate any revisions necessary.

Bidding or Negotiating Phase

- 1) Assist the Village with advertising the project for bid. Advertisement and plan production expenses will be considered reimbursable.
- 2) Attend a pre-bid meeting with the Village and prospective bidders.
- 3) Respond to questions about bid documents. Issue addenda as appropriate to clarify, correct, or change the Bidding Documents.
- 4) Attend the bid opening, prepare bid tabulation, and assist the Village in reviewing the bids, participate in any negotiations or clarification discussion and awarding contracts. Issue the Recommendation to Award to the Village.

Changes to the scope of services outlined in this agreement shall be authorized through execution of an Exhibit D - Contract Addendum.



Compensation

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B. Reimbursable Expenses included in the contract are limited to items listed in Exhibit B. All expenses that are not included in Exhibit B shall be considered outside the contract and shall be considered as extra and compensated for at cost. For example: title commitments, permit fees, architectural renderings, special public meetings, out of town travel expenses, consultant services beyond those identified in the scope, or items specifically requested by the owner.

The total compensation for services will not exceed **\$32,900.00** based on the following distribution of compensation:

Design Phase	\$28,100
Bidding and Negotiating Phase	\$4,800
Total:	\$32,900

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, and ENGINEER's Consultant's charges. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to ENGINEER.



Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible whatsoever for any obligations its subcontractors might have to its [subcontractors'] employees, including but not limited to proper compensation of its employees.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT's convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C – Supplemental Conditions and agreed to by both parties.

ENGINEER acknowledges that this project and the scope of work performed thereto will require ENGINEER and all lower tiered subcontractors of ENGINEER to comply with all obligations under and pursuant to the any applicable local, state and/or federal prevailing wage laws (e.g. Davis-Bacon Act, Illinois Prevailing Wage Act, etc.), including but not limited to all wage, notice and/or record keeping requirements to the extent applicable, necessitated and required by law.

If during negotiations or discussion with a Client it becomes clear that Client has determined prevailing wages are not applicable to the work performed by Trotter & Associates, it is best to confirm that understanding in writing with appropriate indemnification language. The following is draft language to consider:

Trotter & Associates' services performed is based on its understanding through the actions, statements and/or omissions of CLIENT that this project [identify] and the work performed relating thereto is professional in nature and not subject to prevailing wage requirements (federal, state or local). If Trotter & Associates' understanding is incorrect, CLIENT agrees and acknowledges that it shall immediately notify Trotter & Associates in writing within forty-eight (48) hours from receiving this notice so that Trotter & Associates may submit a revised proposal and/or invoice reflecting the additional costs associated with applicable prevailing wage laws. If at any time it is determined that this project is or was subject to prevailing wage requirements under federal, state or local law, then CLIENT agrees and acknowledges that it shall reimburse and make whole Trotter & Associates for any back wages, penalties and/or interest owed to its employees or any other third party, including any appropriate governmental agency. CLIENT also agrees that prices, costs and/or applicable fees will also be increased prospectively as required by the increase in wage payments to Trotter & Associates' employees. CLIENT understands and acknowledges that it shall notify Trotter & Associates of any prevailing wage requirements or obligations under applicable laws relating to the work or services performed by Trotter & Associates. CLIENT also agrees to indemnify and hold Trotter & Associates harmless from any error, act or omission on its part with regard to prevailing wage notification that causes any claim, cause of action, harm or loss upon Trotter & Associates, including but not limited to prompt reimbursement to Trotter & Associates of any and all back wages, penalties and/or interest owed to its employees or any other third party, including reasonable attorneys' fees and costs associated with such claim, cause of action, harm or loss.



Contents of Agreement

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CLIENT:

By: _____

Title: _____

Effective Date: _____

Address for giving notices:

Designated Representative

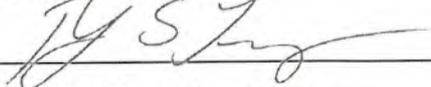
Title:

Phone Number:

Facsimile Number:

E-Mail Address:

Trotter and Associates, Inc.:



By: Scott Trotter, P.E., BCEE

Title: President

Date Signed: July 22nd, 2024

Address for giving notices:

40W201 Wasco Road, Suite D
St. Charles, Illinois 60175

Designated Representative

Chris Marschinke, P.E.

Title: Senior Project Manager

Phone Number: 630-217-6284

Facsimile Number:

E-Mail Address: c.marschinke@trotter-inc.com

ATTACHMENTS:

EXHIBIT A – STANDARD TERMS AND CONDITIONS

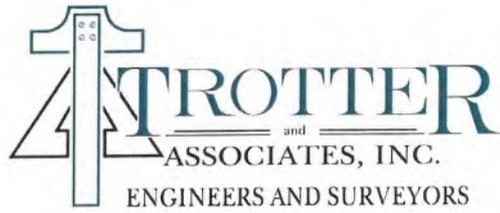
EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM

CLIENT Initial _____

TAI Initial _____



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CLIENT Initial _____

TAI Initial _____



EXHIBIT A - STANDARD TERMS AND CONDITIONS

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.
- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

- A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.
- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as

- required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
 3. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.
- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. *For Basic Services.* CLIENT shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement
- B. *For Additional Services.* CLIENT shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit D.
- C. *For Reimbursable Expenses.* CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. *Payments Upon Termination.*
 - 1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
 - 2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.
- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.

- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between CLIENT and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit C - Supplemental General Conditions.

5.03 Opinions of Total Project Costs

- A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.
- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime

- professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of ENGINEER.
- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER's and CLIENT's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

- A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the

- electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.
- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.
- D. CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- F. At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
1. Workers Compensation & Employer's Liability
 - a. Each Occurrence: \$1,000,000
 2. General Liability
 - a. Each Occurrence: \$1,000,000
 - b. General Aggregate: \$2,000,000
 3. Excess or Umbrella Liability
 - a. Each Occurrence: \$5,000,000
 - b. General Aggregate: \$5,000,000
 4. Automobile Liability
 - a. Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$1,000,000
 5. Professional Liability
 - a. Each Occurrence: \$2,000,000
 - b. General Aggregate: \$2,000,000
- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to CLIENT on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By CLIENT effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this

Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

6.10 Hazardous Environmental Condition

A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or

remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.
- F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage

is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, "Supplemental Conditions," if any.

6.12 Notices

- A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

- A. The headings used in this Agreement are for general reference only and do not have special significance.

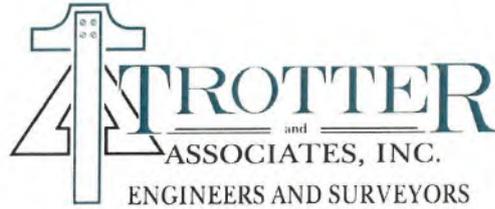
6.16 Definitions

- A. Defined terms will be in accordance with EJCDC No. 1910-1 (1996 Edition)

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CLIENT Initial _____

TAI Initial _____



**EXHIBIT B
SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES**

2024 Schedule of Hourly Rates

Classification	Billing Rate
Engineering Intern	\$72.00
Engineer Level I	\$130.00
Engineer Level II	\$143.00
Engineer Level III	\$152.00
Engineer Level IV	\$169.00
Engineer Level V	\$191.00
Engineer Level VI	\$218.00
Engineer VII	\$229.00
Engineer VIII	\$264.00
Principal Engineer	\$271.00
Architect Intern	\$72.00
Architect Level I	\$114.00
Architect Level II	\$138.00
Architect Level III	\$160.00
Architect Level IV	\$172.00
Architect Level V	\$193.00
Architect Level VI	\$210.00
Architect VII	\$227.00
Architect VIII	\$245.00
Principal Architect	\$263.00
Technician Level I	\$108.00
Technician Level II	\$131.00
Technician Level III	\$153.00
Technician Level IV	\$167.00
Senior Technician	\$185.00
GIS Specialist I	\$108.00
GIS Specialist II	\$143.00
GIS Specialist III	\$171.00
Clerical Level I	\$72.00
Clerical Level II	\$86.00
Clerical Level III	\$104.00
Survey Technician Level I	\$72.00
Survey Technician Level II	\$89.00
Survey Crew Chief	\$184.00
Professional Land Surveyor	\$221.00
Project Coordinator I	\$131.00
Project Coordinator II	\$142.00
Project Coordinator III	\$152.00
Department Director	\$218.00
Project Manager	\$218.00
Senior Project Manager	\$230.00
Sub Consultants	Cost Plus 5%

***Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules*

Note: On January 1st of each year, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.

2024 Reimbursable Expenses

Item	Unit	Unit Price
Engineering Copies – B&W 20lb Bond	Sq. Ft.	\$0.48
Engineering Copies - Color 24lb Bond	Sq. Ft.	\$1.00
Mylar Engineering Copies up to 24" by 36"	Each	\$8.00
Color Presentation Grade Large Format Print	Sq. Ft.	\$5.15
Comb Binding > 120 Sheets	Each	\$4.75
Comb Binding < 120 Sheets	Each	\$3.50
Binding Strips (Engineering Plans)	Each	\$1.00
5 Mil Laminating	Each	\$1.25
Copy 11" x 17" - Color	Each	\$0.50
Copy 11" x 17" - Black and White	Each	\$0.25
Copy 8.5" x 11" - Color	Each	\$0.25
Copy 8.5" x 11" - Black and White	Each	\$0.12
Recorded Documents	Each	\$25.00
Engineering Scanning	Each	\$2.00
Plat Research	Time and Material	
Per Diem	Each Day	\$30.00
Field / Survey Truck	Each Day	\$45.00
Postage and Freight		Cost
Mileage	Per Mile	Federal Rate

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CLIENT Initial _____

TAI Initial _____



**EXHIBIT C
SUPPLEMENTAL CONDITIONS**

NONE AT THIS TIME

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CLIENT Initial _____

TAI Initial _____



**EXHIBIT D
CONTRACT ADDENDUM**

Project Name: _____

Project No. _____

Addendum No. _____

This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount	\$ _____
Changes Prior to This Change	\$ _____
Amount of This Change	\$ _____
Revised Contract Amount:	\$ _____

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

CLIENT:

ENGINEER:

VILLAGE OF BARTLETT

TROTTER AND ASSOCIATES, INC.

SIGNED:

TITLE

TITLE

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Agenda Item Executive Summary

Bittersweet Water Reclamation Facility
Improvements - Approving Change Order #5
between Joseph J. Henderson & Son, Inc. and the
Village of Bartlett: PW Complex & Ruzicka Parking

AGENDA ITEM: Lot Paving

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount	NTE \$ 230,000	Budgeted	300,000
Fund: Streets (General Fund)	Corresponding Activity Measure: Roadway Pave/Patch Hours		

EXECUTIVE SUMMARY

A resolution for the board's approval to approve Change Order #5 with Joseph J. Henderson & Son Inc. (JJ Henderson) to have their subcontractor paving the Water Reclamation Facility as part of that contract to include the paving of the Public Works Employee lots and the handicap parking stalls surrounding the concession stand and adjacent areas at Ruzicka Field to alleviate safety concerns for disabled/older visitors. The additional cost to pave the employee lot and Ruzicka will utilize funding approved in the FY 24/25 capital budget.

ATTACHMENTS (PLEASE LIST)

Memo, Exhibit Map, Resolution, Change Order #5

RELATIONSHIP TO STRATEGIC PLAN GOAL

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

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve RESOLUTION #2024- ____ - R, A RESOLUTION APPROVING OF CHANGE ORDER #5 TO THE CONTRACT BETWEEN JOSEPH J. HENDERSON & SON, INC. AND THE VILLAGE OF BARTLETT FOR THE BITTERSWEET WATER RECLAMATION FACILITY IMPROVEMENTS FOR A NOT-TO-EXCEED \$230,000.00 INCREASE IN THE ORIGINAL CONTRACT SUM.

Staff: Tyler Isham, Assistant Director of Public Works

Date: August 12, 2024

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: Ruzicka Parking Lot Paving Award and Agreement
Date: August 12, 2024

As part of the approved FY 24/25 Capital Improvement Program, the Village allocated \$300,000 for the repaving of the Public Works Employee Lots. Due to the nature of the work and efficiencies both in time and cost effectiveness, staff reached out to Joseph J. Henderson & Son, Inc. (JJH), the contractor performing the work for the Bittersweet Water Reclamation Facility (WRF), to obtain a price for the continued paving of the employee lots and drive south of the gate.

Staff was also aware of the safety concerns and condition of the parking lot at Ruzicka Field. The contractor provided a price to resurface the existing asphalt pad, along with the handicap parking stall and entrance at Ruzicka to alleviate as much of the safety concerns and accessibility issues as possible for those visitors coming to football and baseball games. An exhibit showing the proposed paving at Ruzicka is attached for review. This increase will have no impact on the completion of the WRF and will not impact rates or the loan amount. The Village is still in discussions with ComEd concerning the overall parking lot at Ruzicka. The additional cost came in well under the budget with a not-to-exceed proposal of \$230,000:

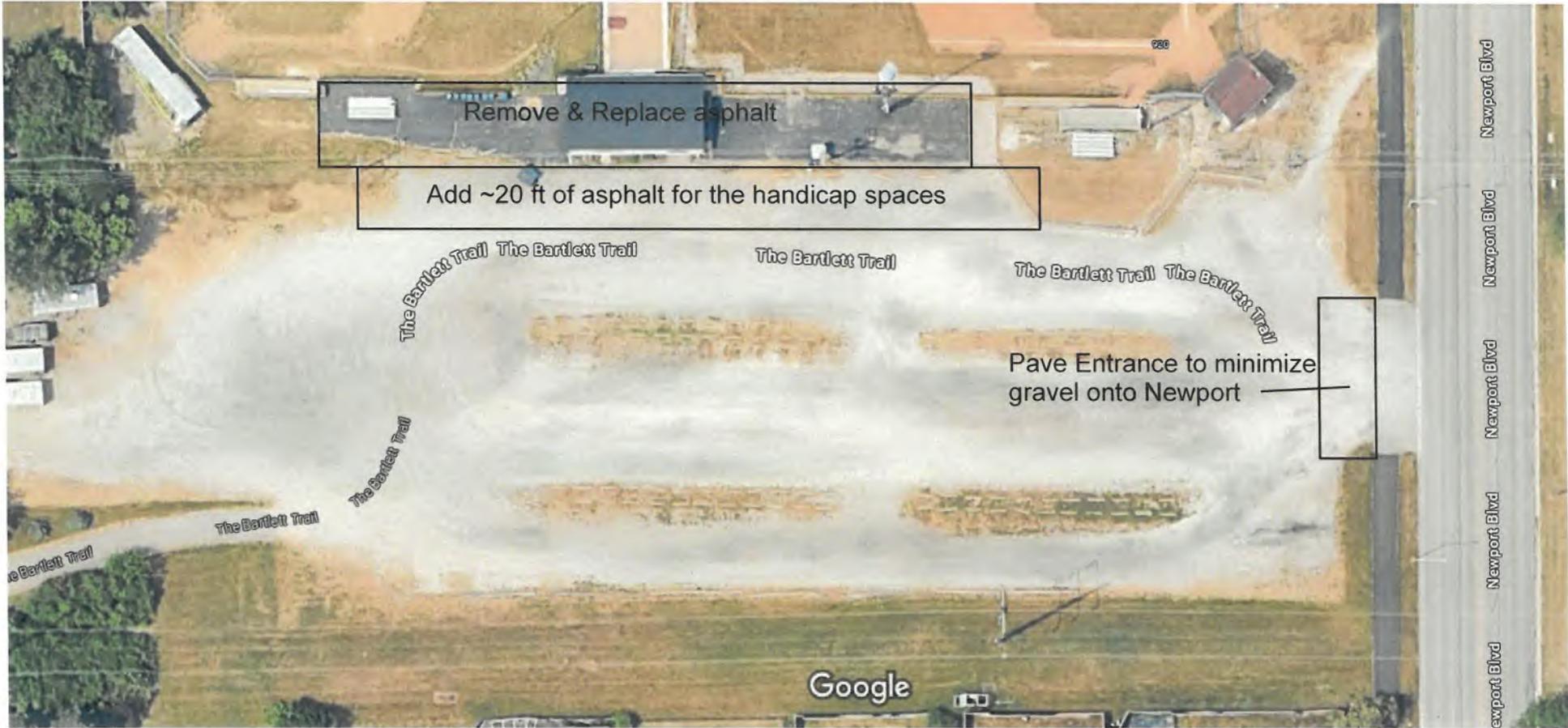
- Paving the public works lots from north of the plant to the entrance gate and north of the garage to the brine tanks. Total Cost = \$180,000.00
- Resurfacing of the asphalt pad at Ruzicka and paving the handicap parking stalls along the length of the north end of the parking lot. Total Cost ~ \$40,000.00

RECOMMENDATION

Staff recommends approving Change Order #5 with JJH.

MOTION

MOTION TO APPROVE RESOLUTION #2024- _____ A RESOLUTION APPROVING OF CHANGE ORDER #5 TO THE CONTRACT BETWEEN JOSEPH J. HENDERSON & SON, INC. AND THE VILLAGE OF BARTLETT FOR THE BITTERSWEET WATER RECLAMATION FACILITY IMPROVEMENTS FOR A NOT-TO-EXCEED \$230,000.00 INCREASE IN THE ORIGINAL CONTRACT SUM.



August 20, 2024

CHANGE ORDER NO. 5



PROJECT: Bittersweet Water Reclamation Facility Improvements
CONTRACTOR: Joseph J. Henderson & Son, Inc.

Description of Change

Add additional paving of the public works employee lots and the handicap stalls at the Ruzicka Field Parking Lot
Increase of \$230,000.00

Contract Price Adjustment

Original Contract Price:	\$35,320,000.00
Previous Change Order Adjustments:	(121,387.51)
Adjustment Due to Change Order:	<u>230,000.00</u>
New Contract Price:	\$35,307,224.98

This document shall become a supplement to the Contract and all provisions apply hereto

VILLAGE OF BARTLETT:

JOSEPH J. HENDERSON & SON, INC.:

By: _____
Kevin Wallace
Village President

By: _____
Title: _____

Attest:
By: _____
Lorna Gilles
Village Clerk

Attest:
By: _____
Title: _____

Date: _____

Date: _____

RESOLUTION NO. 2024 - _____

**A RESOLUTION APPROVING OF CHANGE ORDER NO. 5 TO THE
CONTRACT BETWEEN THE VILLAGE OF BARTLETT AND
JOSEPH J. HENDERSON & SON, INC. FOR THE BITTERSWEET WATER
RECLAMATION FACILITY IMPROVEMENTS FOR A NOT-TO-EXCEED \$230,000.00
INCREASE IN THE ORIGINAL CONTRACT SUM**

WHEREAS, the Village of Bartlett (the "Village") and Joseph J. Henderson & Son, Inc. (the "Contractor") entered into an Agreement approved by the Village on November 2, 2021, but last signed on and dated November 30, 2021 (the "Contract") for the Bittersweet Water Reclamation Facility Improvements in an original contract amount of \$35,320,000.00 (the "Original Contract Sum"); and

WHEREAS, the Contract was awarded to the Contractor because it was the lowest responsible and responsive bidder for the Project after advertisement for public bids; and

WHEREAS, the Project came in over budget, so the Village looked for ways to reduce the cost of the Project by modifying the scope and specifications for the Project, Change Orders No. 1 - 4 resulted in a credit/decrease/reduction in the Original Contract Sum of \$121,387.51; and

WHEREAS, the Village has continued to work with the Contractor to look for additional ways to modify the scope and specifications for the Project to retain the overall quality of the Project, and has come up with a series of additional changes that combined will increase the cost of the Project by \$230,000, which are more fully described in Change Order No. 5 which is attached hereto; and

WHEREAS, the proposed change in the scope of the work and specifications may be authorized by a change order to the Contract, provided the Corporate Authorities make a determination in writing that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Contract was signed; (2) the change is germane to the original contract as signed; OR (3) the change order is in the best interest of the unit of local government and authorized by law (720 ILCS 5/33E-9); and

WHEREAS, the increase in the cost of the Project combining Change Orders No. 1-5 is \$108,612.49; and

WHEREAS, the amended Contract Sum for the Project with Change Orders No. 1-5 is \$35,307,224.98;

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

SECTION ONE: The Board hereby finds and determines that the circumstances necessitating the change in the scope and specifications of the Project included in Change Order No. 5 were not reasonably foreseeable at the time the Contract was signed; that Change Order No. 5 is germane to the original Contract as signed; and/or that Change Order No. 5 is in the best interest of the Village and is authorized by law.

SECTION TWO: That Change Order No. 5 attached hereto, which increases the Original Contract Sum for the Project by \$230,000.00, is hereby approved, and the Village Administrator is hereby authorized and directed to sign Change Order No. 5 on behalf of the Village, making the new Contract Sum, after a "INCREASE" in that amount (and including the previous reductions approved by Change Order No. 1 and No. 4), \$35,307,224.98 (the "Fourth Amended Contract Sum").

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2024 - _____ enacted on August 20, 2024 and approved on August 20, 2024 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk