

TRUTH IN TAXATION PUBLIC HEARING – 7:00PM

VILLAGE OF BARTLETT  
VILLAGE HALL, 228 S. MAIN STREET  
BOARD AGENDA  
October 15, 2024  
7:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

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

6. \*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.*

\*7. MINUTES: Board – October 1, 2024, Committee – October 1, 2024

\*8. BILL LIST: October 15, 2024

9. TREASURER'S REPORT: August 2024

Sales Tax Report, August 2024

Motor Fuel Tax Report, August 2024

10. PRESIDENT'S REPORT:

A. Polio Awareness Day Proclamation

11. QUESTION/ANSWER: PRESIDENT & TRUSTEES

12. STANDING COMMITTEE REPORTS:

A. BUILDING AND ZONING COMMITTEE, CHAIRMAN GUNSTEEN

1. Ordinance Approving an Amended Preliminary/Final PUD Plan for the Bartlett Automotive Mall Planned Unit Development
2. Ordinance Approving a Final Resubdivision/PUD Plat and Amended final PUD Plan for Grasslands Subdivision Phase 2 (Townhomes at the Grasslands)

B. COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

1. Halloween Fun Fest 2.0 and Parade
2. BAPS Fireworks Display

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

1. Estimated Property Tax Levy

D. LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

1. None

E. POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI

1. None

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

1. Resolution Approving a Licensing Agreement between Canadian Pacific Kansas City Limited (CPKC), and the Village of Bensenville, the City of Elgin, The Village of Itasca, The Village of Hanover Park, the Village of Roselle, the City of Wood Dale, the Village of Schaumburg, and the Village of Bartlett
2. Resolution Waiving Advertising for Bids and Approving the Control Building Remediation Agreement with Kinsale Contracting Group, Inc. of Westmont, IL

15. NEW BUSINESS

16. QUESTION/ANSWER: PRESIDENT & TRUSTEES

17. ADJOURNMENT

**CERTIFICATE OF PUBLICATION**  
**Paddock Publications, Inc.**

**Northwest Suburbs**  
**Daily Herald**

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Northwest Suburbs DAILY HERALD**. That said **Northwest Suburbs DAILY HERALD** is a secular newspaper, published in Arlington Heights, Cook County, State of Illinois, and has been in general circulation daily throughout Cook County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

I further certify that the **Northwest Suburbs DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published on October 6, 2024 in said **Northwest Suburbs DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY *Daula Baltz*  
Designee of the Publisher of the Daily Herald

Order #263001



MC

**Janice D. Schakowsky**

*Continued from Page 1*

While the United States cannot dictate the terms of a peace agreement, strong U.S. leadership in support of a ceasefire and long-term peace agreement remains critical. A negotiated resolution to the conflict serves America's interests and fulfills the legitimate national aspirations of the Jewish and Palestinian peoples to self-determination and sovereignty.

**Do you think the United States is providing adequate support for Ukraine? Should the U.S. support Ukraine's efforts to join NATO?**

The administration has provided critical support to Ukraine, including through the recent 10-year bilateral security agreement signed by President Biden in June. However, I think we could be

doing more to help support Ukraine through continued security and humanitarian assistance.

The United States is strongest when we form alliances. NATO has prevented WWII, kept Europe secure, and kept an expansionist Russia in check. Adding Ukraine would strengthen this alliance.

For over two years, the Ukrainian people have been resolute and bravely pushed back the Kremlin's attempts to capture their territory, subjugate the Ukrainian people, and expand Putin's power. I strongly support the Ukrainian people.

This is not just a fight for their sovereignty, but part of a broader fight for freedom and democracy in Europe and around the world. To abandon Ukraine as many Republicans are keen to do, is to extend an

invitation to Putin to press further into Europe. We cannot let Ukraine fail.

**How do you perceive the financial health of Social Security and Medicare/Medicaid? To the degree you may see problems with these programs, what should be done about them?**

I support efforts to strengthen and expand Social Security, Medicare and Medicaid. Social Security is one of the best examples of government working for the people.

Nearly 9 out of 10 American seniors receive Social Security benefits, which keeps over 28 million seniors from falling into poverty. While Republicans in D.C. are scheming to slash benefits for seniors and make fewer Americans eligible to receive Social Security payments, my Democratic colleagues and I are

fighting to expand benefits and update cost-of-living adjustments to meet the needs of seniors.

I am a proud leader of the Social Security Expansion Act, which would increase benefits by \$2,400 a year and ensure Social Security is fully funded for the next 75 years.

We must also continue pushing to pass legislation to lower drug costs by requiring Medicare to negotiate drug prices for seniors, cap out-of-pocket drug costs, and make lifesaving vaccines free for all Medicare beneficiaries.

**How do you assess the state of the national economy? What should be done to make it stronger or more stable?**

The economy and job market are strong and growing stronger every day thanks to the Biden-Harris Administration. We must

build upon this progress and continue working to strengthen and expand the middle class, lower prices of everyday goods by cracking down on corporate greed, create more good jobs with fair wages and benefits, guarantee union rights, and improve retirement security by expanding Social Security benefits.

**What personal qualifications do you bring that would make you an effective congressional representative in dealing with the issues the country will face in the next two years?**

Having served in Congress for 25 years, I know what it takes to get things done. I'm proud to have played a critical role in passing the Affordable Care Act and eliminating discrimination against people with preexisting conditions, women, and older adults while

guaranteeing essential benefits and eliminating lifetime and annual caps on those benefits.

I'm proud to have passed legislation into law to protect consumers and children from dangerous products and improve car safety. I'm proud to have secured over \$50 million in community project funding for my district.

I am proudest to have helped tens of thousands of constituents over the years with issues impacting their daily lives, including helping seniors secure quality long-term care, families navigate Social Security and Medicare, and taxpayers with the IRS. I have proudly helped recoup millions of dollars for constituents from these agencies and I look forward to continuing to help my constituents over the next two years.

**Seth Alan Cohen**

*Continued from Page 1*

support should be focused on military aid that weakens the Russian military without overextending American resources or military capacity.

The U.S. should not, however, commit to non-military spending like rebuilding Ukraine or paying government salaries. Europe must step up in these areas.

As for Ukraine joining NATO, I do not support it. NATO's expansion should be halted until significant reforms are implemented. The organization must focus on its core mission, ensuring the security of its current members rather than continuously growing. Ukraine's NATO membership risks further escalation with Russia, and expanding NATO without addressing internal issues could undermine the alliance's effectiveness.

Instead, the U.S. should focus on providing military aid to Ukraine, ensuring regional stability, and pushing for reforms within NATO.

**How do you perceive the financial health of Social Security and Medicare/Medicaid? To the degree you may see problems with these programs, what should be done about them?**

U.S. Social Security, Medicare, and Medicaid are rapidly depleting government resources while contributing to inflation and deficit spending. Currently, only 30% of congressional spending is discretionary, with 70% directed toward mandatory programs, including these three.

Nearly one-third of Americans are on Medicaid, the retirement age no longer aligns with modern life expectancy, and the costs of supporting an aging population are becoming unsustainable. Understandably, any attempt to reform these

programs sparks public outrage — especially after years of watching large corporations, banks, and auto companies receive significant public funds.

However, reforms are essential to ensure long-term American prosperity. For these reforms to succeed, we must prioritize the nation's future over short-term interests.

**How do you assess the state of the national economy? What should be done to make it stronger or more stable?**

The national economy faces significant challenges, including inflation and rising debt, which threaten long-term stability. Deficit spending is a major driver of inflation, flooding the economy with excess money. In addition, burdensome regulations stifle entrepreneurship and hinder GDP growth.

To strengthen and stabilize the economy, the U.S. must end deficit spending and reduce the national debt by cutting unnecessary expenses and ensuring efficient use of resources. Regulatory reform is also critical — while some regulations are essential, many are redundant and prevent businesses from growing and innovating.

Streamlining these regulations will foster entrepreneurship, creating jobs and boosting the economy. Finally, the tax code must be simplified. A fair, transparent system would end loopholes and reduce compliance costs, ensuring everyone pays their share. These steps will reduce inflation,

encourage growth, and ensure a more stable financial future.

**What personal qualifications do you bring that would make you an effective congressional representative in dealing with the issues the country will face in the next two years?**

As a U.S. Marine Corps veteran, I bring a strong sense of duty, discipline, and leadership to the role of a congressman. My military experience taught me how to make critical decisions under pressure and lead diverse teams — skills that will be invaluable in addressing the issues our country faces.

I also hold a Bachelor's degree from the University of Chicago, where I

developed an understanding of economics, policy, and governance, preparing me to tackle challenges like deficit spending. Having grown up, lived, and raised my family in the 9th District, I deeply understand the challenges facing everyday Americans and the impact of government decisions on their lives. I'm not driven by political power or party loyalty but by the desire to represent the best interests of my constituents and ensure a prosperous future for all Americans.

My commitment to pragmatic solutions, combined with my leadership experience, makes me uniquely qualified to navigate the next two years in Congress.

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**NOTICE OF PROPOSED PROPERTY TAX LEVY FOR THE VILLAGE OF BARTLETT, ILLINOIS**

- A Public Hearing to approve a proposed property tax levy for the Village of Bartlett for 2024 will be held on October 15, 2024 at 7:00 p.m. in the Council Chambers, 228 S. Main Street, Bartlett, Illinois. Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Todd Dowden, Treasurer, 228 S. Main Street, Bartlett, Illinois, (630) 837-0800.
- The corporate and special purpose property taxes extended or abated for 2023 were \$10,068,507. The proposed corporate and special purpose property taxes to be levied for 2024 are \$9,951,154. This represents a 1.17% decrease from the taxes extended or abated from the previous year.
- The property taxes extended for debt service and public building commission leases for 2023 were \$3,012,518. The proposed property taxes to be levied for debt service and public building commission leases for 2024 are \$2,919,365. This represents a 3.09% decrease below the taxes extended or abated from the previous year.
- The total property taxes extended or abated for 2023 were \$13,081,025. The proposed total property taxes to be levied for 2024 are \$12,870,519. This represents a 1.61% decrease below the taxes extended or abated from the previous year.

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BY *Daulla Baltz*  
Designee of the Publisher of the Daily Herald

Order #263001



NO



COURTESY OF SHARE WALK TO REMEMBER-KAPERVILLE

On Saturday, Oct. 12, the Naperville SHARE Walk to Remember will begin at the Riverwalk Grand Pavilion.

## Naperville SHARE Walk offers support for bereaved parents

Submitted by Christine LaFave Grace

Families who have experienced pregnancy loss or neonatal loss are invited to come together in healing and hope to honor their babies at the 19th annual SHARE Walk to Remember on Saturday, Oct. 12, at the Naperville Riverwalk.

The one-mile walk, hosted by the SHARE perinatal bereavement groups of Edward Hospital and Elmhurst Hospital (part of Endeavor Health), welcomes all who have experienced or been affected by miscarriage, stillbirth or neonatal loss.

A remembrance service featuring music, reflection and a reading of babies' names will begin at 10 a.m. at the Grand Pavilion, 912 Henryway, Sinci Memorial Court. The walk will follow at 10:45 a.m.

"We often get the question, 'Who should attend the walk?'" said Andrea D'Ono, co-chair of the 2024 walk and mother to Gigi Kresl, who was born and died in 2016, as well as two living children, Penny and Zach.

"The answer is anyone and everyone. It truly is for anyone touched by this profound loss, whether their loss was months ago or decades ago."

Many families who participate wear custom shirts that they have made in honor of the baby or babies they have lost. Before the service begins, all children in attendance are invited to make special crafts in memory of the siblings they never

had a chance to meet. Families who attend the walk receive a white rose as their baby's or babies' names are read during the service.

While the walk is free to attend, advance registration is encouraged, and all proceeds from donations, T-shirt sales and raffle tickets will go back to the SHARE program.

In the past, proceeds from the walk helped fund construction of the Wings of Hope Angel Garden near the south entrance of Edward Hospital. This year, proceeds are helping to support completion of a perinatal bereavement room at Edward, where newly bereaved parents can have time and space apart from other families in the hospital's mother-baby unit.

The bereavement room, which will be called the Serenity Suite, was the idea of Edward-Elmhurst SHARE parents Dr. Nick Love (himself a physician at Edward) and Melissa Mickey, who approached Edward perinatal

bereavement coordinator Susan Villa after the loss of their son Liam.

"They were the driving force of making this happen," Villa said. "Once we knew this was a possibility, the entire SHARE community became involved in fundraising."

Most of the furnishings for the room, which began to take physical shape in June, were donated by a SHARE participant's employer, Villa notes. Co-chairs D'Ono and Rachel Tobin have coordinated efforts to raise funds specifically for the Serenity Suite, and the walk committee has welcomed several new members in the past two years to help bring it to fruition.

"This has truly been a labor of love for so many in honor of their babies," Villa said.

Walk-up registration also will be available starting at 8:30 a.m. at the Riverwalk Grand Pavilion. To register and/or make a donation, visit [www.classy.org/event/share-walk-2024/c584428](http://www.classy.org/event/share-walk-2024/c584428).

### NOTICE OF PROPOSED PROPERTY TAX LEVY FOR THE VILLAGE OF BARTLETT, ILLINOIS

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Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Todd Dowden, Treasurer, 228 S. Main Street, Bartlett, Illinois, (630) 837-0800.

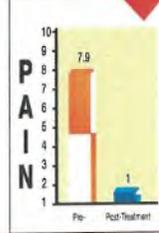
II. The corporate and special purpose property taxes extended or abated for 2023 were \$10,068,507. The proposed corporate and special purpose property taxes to be levied for 2024 are \$9,951,154. This represents a 1.17% decrease from the taxes extended or abated from the previous year.

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IV. The total property taxes extended or abated for 2023 were \$13,081,025. The proposed total property taxes to be levied for 2024 are \$12,870,519. This represents a 1.61% decrease below the taxes extended or abated from the previous year.

# NEUROPATHY WARNING

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## VILLAGE OF BARTLETT BOARD MINUTES OCTOBER 1, 2024

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### 1. CALL TO ORDER

President Wallace called the regular meeting of October 1, 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, Human Resources Director Janelle Terrance, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Public Works Engineer Nick Talarico, Planning & Development Director Kristy Stone, Head Golf Professional Phil Lenz, Chief Geoff Pretkelis, Deputy Chief Rob Sweeney, Deputy Chief Will Naydenoff, Village Attorney Kurt Asprooth, and Village Clerk Lorna Giles.

3. INVOCATION – Reverend Andrew Weiss from Faith World Outreach

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 Deyne stated that he would like to add item 12.F. 1 to the Consent Agenda – Ordinance 2024-102-R, A Resolution Approving an Intergovernmental Agreement between the Village of Hanover Park and the Village of Bartlett for an Emergency Water Interconnection.

Trustee Hopkins stated that he would like to add item 12.D. 1, 2, 3, & 4, to the Consent Agenda - Ordinance 2024-96, An Ordinance Amending Section 3-3-2-6 of the Bartlett Liquor Control Ordinance regarding the number of Class C Extended Licenses, Ordinance 2024-97, An Ordinance Amending Section 3-3-2-1 of the Bartlett Liquor Control Ordinance regarding the number of Class A Licenses, Ordinance 2024-98, An Ordinance Amending Section 3-3-2-21 of the Bartlett Liquor Control Ordinance regarding the number of Class V Licenses, and Ordinance 2024-99, Ordinance Amending Section 1-6-4-2 of the Bartlett Municipal Code Regarding the Order of Business for the Village Board of Trustees.



**VILLAGE OF BARTLETT  
BOARD MINUTES  
OCTOBER 1, 2024**

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Trustee Suwanski stated that she would like to add item 12.E. 1 to the Consent Agenda – Resolution 2024-100-R, A Resolution Authorizing Participation as a Member in the Illinois Emergency Management Mutual Aid System Response Pursuant to an Intergovernmental Agreement for the Establishment of a Mutual Aid Intergovernmental Service Agreement.

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 Approve the Amended Consent Agenda and that motion was seconded by Trustee Hopkins.

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

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

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

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

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

6. MINUTES – Covered and approved under the Consent Agenda.
7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT - None
9. PRESIDENT'S REPORT
  - A. President Wallace read a Proclamation for Arts DuPage.
  - B. National Night Out Video



## VILLAGE OF BARTLETT BOARD MINUTES OCTOBER 1, 2024

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Mayor Wallace thanked everyone involved in putting the video presentation together and said it was done very well.

Chief Pretkelis thanked the Board, Department Heads, and all staff who worked together to make the event such a success. He went on to acknowledge the connections and relationships with residents and businesses and stated that's what makes Bartlett so special.

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

Trustee Deyne recognized staff on their birthdays and anniversaries.

Trustee Deyne mentioned the Public Works Open House which will be taking place on October 5, 2024, from 11am-2pm at 1150 Bittersweet Drive Bartlett, IL 60103. Trustee Deyne encouraged people to attend.

Public Works Director Dan Dinges stated this was the first time that the Department was hosting an Open House. He stated they have a map to assist residents/guests to know where to go. He went on to say that they'll have refreshments such as water, coffee, donuts etc. for attendees.

Trustee Deyne also mentioned that the Fire Station on West Bartlett Road is also hosting an Open House on October 5, 2024, from 10am-2pm.

Trustee Gunsteen asked Head Golf Professional Phil Lenz how things were going at the Golf Course as we're rounding out the season. Head Golf Professional Phil Lenz stated that things are going well and that the weather has been very cooperative this season.

Trustee Hopkins stated that he'd been tasked with handing out Thank You Letters from Bartlett Elementary. He went on to say that there were a few second-grade classrooms that came to Village Hall today for a mock board meeting.

Village Administrator Paula Schumacher stated that it was great to have them visit. The students got to be Mayor and Trustees and make/vote on policies such as extending recess as well as their favorite candy. She went on to say that the students got to work the Police squad siren as well.

Trustee Hopkins stated that his daughter came home all smiles and said that they had a great time. He thanked staff for putting it together and hosting the students.

Trustee Suwanski thanked the Rotary, the Lions, and the Chamber of Commerce, and all the volunteers for a great Oktoberfest.

Mayor Wallace stated it was a successful event with a great turnout. He thanked the Police Department for doing a good job directing traffic.

Trustee Suwanski asked for an update regarding the Lake Street TIF.



## VILLAGE OF BARTLETT BOARD MINUTES OCTOBER 1, 2024

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Village Administrator Paula Schumacher stated that they are currently working on putting together a few visual aids as it stands now and what future use will look like. She went on to say that they're meeting next week as a staff to discuss/review how to put together the visual aids. She stated they're starting to get responses from being at the ICSC Conference at the beginning of September where they promoted the TIF. She went on to say that they're starting to see it gather some interest.

Trustee Gandsey stated she really likes the flashing lights on Prospect North of Wilcox. She stated she's had several people on the path stop to tell her how much they like it. She asked if there could be a sign in place letting people know to stop while the light is flashing as there has been some confusion over it. She also stated that a sign like that might be helpful if the flashing lights were in place at other locations as well.

Public Works Director Dan Dinges stated that they are looking into putting up additional signage to make it clear that you're supposed to stop for pedestrians and cyclists that push the button.

### 11. TOWN HALL

#### **Laura Fazio, 229 N. Eastern Ave.**

Ms. Fazio stated that after watching the video she wanted to say that she's been a Bartlett resident for 10 years and loves living here.

Ms. Fazio stated that she's here today due to a driveway violation and was fined \$500. She feels that the fine does not match the violation. She also stated a week to fix the violation was too short a time to get the issue resolved. She went on to say that she would like a printed-out Rights for residents because when you get a violation, you get a Notice but there are no Rights included for the resident. She stated there needs to be clarity and transparency for the rights of the residents that live in Bartlett.

Ms. Fazio also stated that during this process, she had a Code Enforcement Officer knock on her neighbors' doors to ask if they could take picture to see if she was in compliance with the violation. She stated she feels that's no right or a used a tactic to see if a resident is compliant as she felt her privacy was violated as the Code Enforcement Officer disclosed to her neighbors why they were there which caused her embarrassment. She went on to say that she's not just here to complain but to come up with a solution and a policy change. Ms. Fazio offered to be on a resident advisory committee. She also stated that she feels there should be some process for the Code Enforcement Officer which should be communicated to the residents.

Ms. Fazio stated that this has caused animosity in her neighborhood. She went on to say that the rights of the person who snitched on her are more protected more than she is. She on to say that now everyone's a suspect instead of one person. Ms. Fazio reiterated that she would like to see some sort of Policy change or a motion of changing policy. She also wanted to know what the process is in changing policy as she would like to be involved in that.



**VILLAGE OF BARTLETT  
BOARD MINUTES  
OCTOBER 1, 2024**

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Mayor Wallace thanked Ms. Fazio for being here and stated that they will look at the Ordinance and look into a policy change for resident rights further.

**12. ADJOURN TO EXECUTIVE SESSION**

President Wallace stated that he would entertain a motion to adjourn to Executive Session to discuss the Agreement between the Village of Bartlett and the Metropolitan Alliance of Police, Chapter #114.

Trustee Deyne moved to Approve Adjourning to Executive Session and that motion was seconded by Trustee LaPorte.

**ROLL CALL VOTE TO APPROVE THE ADJORN TO EXECUTIVE SESSION**

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

**13. RECONVENE BOARD MEETING**

President Wallace called the Board Meeting back to order.

**ROLL CALL**

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

**ABSENT:** None

**14. STANDING COMMITTEE REPORTS**

**A. BUILDING & ZONING COMMITTEE, CHAIRMAN GUNSTEEN**

Trustee Gunsteen stated there was no report.

**B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY**

Trustee Gandsey presented Resolution 2024-95-R; A Resolution Approving an Intergovernmental Agreement to Continue the Coalition to Stop CPKC and Opposing the Merger of the Canadian Pacific Railway and Kansas City Southern Railroad.



## **VILLAGE OF BARTLETT BOARD MINUTES OCTOBER 1, 2024**

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Trustee Gandsey stated that in the fall of 2022, the Village of Bartlett joined a coalition called "Stop CPKC," which includes several communities along the Milwaukee West Line and DuPage County. The coalition aims to oppose the merger between Canadian Pacific and Kansas City Rail. In the spring of 2023, the Surface Transportation Board ultimately approved the merger.

However, the pursuit of mitigation, oversight, and funding continues. The Intergovernmental Agreement (IGA) before you this evening will further this effort, allowing the parties to collaborate in communicating, managing, and representing their joint interests.

The cost-sharing agreement, not to exceed \$40,000 for each municipality, will cover the coordination mentioned earlier. Additionally, it will help secure and manage a \$1.235 million grant from the Department of Commerce and Economic Opportunity, which will support oversight and data collection. This includes, but is not limited to, tracking gate downtime, real-time train activity, and train lengths. The funding will reimburse some of the coalition's expenses for our economic consultants and experts and will help support ongoing initiatives.

Trustee Gandsey moved to Approve Resolution 2024-95-R, a Resolution Approving an Intergovernmental Agreement to Continue the Coalition to Stop CPKC and Opposing the Merger of the Canadian Pacific Railway and Kansas City Southern Railroad. That motion was seconded by Trustee Deyne.

Trustee Gunsteen asked if during this merger, there was any financial gain for the Village of Bartlett?

Village Administrator Paula Schumacher stated that things the Village of Bartlett is fighting for would point to the maintenance of our quiet zones. There's a formula that the FRA has for the number of trains, accidents, safety mitigation that are around those quiet zones. When the number of trains goes up, it changes that calculation. She went on to say that the Village has fought hard for any changes that the FRA will require to maintain our quiet zones. She stated the monitoring of gates down and blockages have always been a data point that they've been chasing for a long time. She went on to say that we've been working on acquiring the technology on the railroad's dime to have some early warning when a long freight train is coming that we can re-route our responses.

Trustee Gandsey asked who has direct communication with CPKC?

Village Administrator Paula Schumacher stated that we do. Assistant Village Administrator Scott Skrycki went on to say that the next meeting is scheduled on October 31, 2024, between the Coalition and CPKC.

Trustee Hopkins asked how much we've spent so far?

Assistant Village Administrator Scott Skrycki stated that the current fiscal year allowed for \$40,000 and we haven't reached that amount yet. He went on to say that he didn't have the exact amount



**VILLAGE OF BARTLETT  
BOARD MINUTES  
OCTOBER 1, 2024**

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of how much is left. Village Administrator Paula Schumacher stated they haven't hit that amount yet but are in the vicinity of \$30,000-\$32,000.

Trustee Gandsey asked if we're expecting every community listed on the agreement will still be involved?

Village Administrator Paula Schumacher stated that they expect that to be the case. She went on to say that Metra dropped off but no updated information about any other communities.

ROLL CALL VOTE TO APPROVE RESOLUTION 2024-95-R, A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT TO CONTINUE THE COALITION TO STOP CPKC AND OPPOSING THE MERGER OF THE CANADIAN PACIFIC RAILWAY AND KANSAS SOUTHERN RAILROAD.

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

**C. FINANCE COMMITTEE, CHAIRMAN LAPORTE**

Trustee LaPorte stated that there was no report

**D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN HOPKINS**

Trustee Hopkins stated that Ordinance 2024-96, an Ordinance Amending Section 3-3-2-6 of the Bartlett Liquor Control Ordinance regarding the number of Class C Extended Licenses, Ordinance 2024-97, an Ordinance Amending Section 3-3-2-1 of the Bartlett Liquor Control Ordinance regarding the number of Class A Licenses, Ordinance 2024-98, an Ordinance Amending Section 3-3-2-21 of the Bartlett Liquor Control Ordinance regarding the number of Class V Licenses, and Ordinance 2024-99, an Ordinance Amending Section 1-6-4-2 of the Bartlett Municipal Code Regarding the Order of Business for the Village Board of Trustees were all covered and approved under the Consent Agenda.

**E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI**

Trustee Suwanski stated that Resolution 2024-100-R, a Resolution Authorizing Participation as a Member in the Illinois Emergency Management Mutual Aid System Response Pursuant to an Intergovernmental Agreement for the Establishment of a Mutual Aid Intergovernmental Service Agreement was covered and approved under the Consent Agenda.

Trustee Suwanski presented Resolution 2024-101-R, a Resolution Approving an Agreement between the Village of Bartlett and the Metropolitan Alliance of Police, Chapter #114. She stated that the Village has reached a tentative agreement for the collective bargaining agreement with the Metropolitan Alliance of Police representing our Police Department. The term of this



## VILLAGE OF BARTLETT BOARD MINUTES OCTOBER 1, 2024

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successor agreement is May 1, 2023, through April 30, 2027. Trustee Suwanski went on to say that we believe this new contract is both fair to the officers and beneficial to the department. It provides additional salary and pay for specific responsibilities. These additions not only recognize the work for our existing officers but also brings the department into a good position to compete for the most qualified candidates.

Trustee Suwanski moved to Approve Resolution 2024-101-R, a Resolution Approving an Agreement between the Village of Bartlett and the Metropolitan Alliance of Police, Chapter #114. That motion was seconded by Trustee Deyne.

Trustee Hopkins thanked the Police Department and officers for everything they do within the community. He stated he hopes they will be happy with the contract, and that we appreciate all that they do.

ROLL CALL VOTE TO APPROVE RESOLUTION 2024-101—R, A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AN THE METROPOITAN ALLIANCE OF POLICE, CHAPTER #114.

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

### F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Resolution 2024-102-R; A Resolution Approving an Intergovernmental Agreement between the Village of Hanover Park and the Village of Bartlett for an Emergency Water Interconnection was covered and approved under the Consent Agenda.

### 13. NEW BUSINESS

Mayor Wallace stated there was a Midway Sports Bar Class A and V Liquor License Request, a BP Gas Station Class C Liquor License Request-1100 Stearns Road, and a BP Gas Station Class C Liquor License Request- 5590 County Farm Road.

Trustee Hopkins wanted to make sure that the issue presented by Ms. Fazio at Town Hall is followed up on and have a committee agenda item regarding code regulations.

President Wallace agreed and asked that we look into the Ordinance for the next Committee meeting.

Trustee Suwanski asked about Emergency Response Management. She asked if given the current situation with Hurricane Helene, have we given any thought about how we would



**VILLAGE OF BARTLETT  
BOARD MINUTES  
OCTOBER 1, 2024**

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communicate with people during a crisis situation, specifically regarding StarLink.

Chief of Police Pretkelis stated that they have not had those type of discussions due to our geographical location. He went on to say that he is confident with the plan in place as well as our federal and state partners. He referenced our Mutual Aid Agreement as well as our partnership with the Township and DuPage County. He went on to say that they can further look into StarLink if the Board would like them to.

14. QUESTION/ANSWER PRESIDENT & TRUSTEES - None

15. ADJOURNMENT

President Wallace stated the meeting will adjourn. There being no further business to discuss, Trustee Deyne moved to adjourn the meeting, that motion was seconded by Trustee LaPorte.

ROLL CALL VOTE TO ADJOURN

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

The meeting was adjourned at 7:56 p.m.

Jackie Cardoza  
Executive Assistant



# VILLAGE OF BARTLETT COMMITTEE MINUTES October 1, 2024

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## 1. CALL TO ORDER

President Wallace called the Committee of the Whole meeting of October 1, 2024, of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:57 p.m.

## 2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Assistant to the Village Administrator Sam Hughes, Human Resources Director Janelle Terrance, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Public Works Engineer Nick Talarico, Planning & Development Director Kristy Stone, Head Golf Professional Phil Lenz, Chief Geoff Pretkelis, Deputy Chief Rob Sweeney, Deputy Chief Will Naydenoff, Village Attorney Kurt Asprooth, and Village Clerk Lorna Giles.

3. TOWN HALL: None

## 4. STANDING COMMITTEE REPORTS

### A. FINANCE COMMITTEE, CHAIRMAN LAPORTE

#### 1. Proposed 2024 Property Tax Levy

Trustee LaPorte stated that the proposed property tax levy for 2024 totals \$12,870,519 and is \$210,506 or 1.61% less than the prior year extended amount. The General corporate levy is 1.16% less than the 2023 extension and is the same as last year's approved levy amount. The proposed Police Pension levy is 1.17% or \$31,759 less than the prior year extension and would require the use of \$786,538 of General Fund balance. The 2023 pension levy was supplemented by \$319,175 of General Fund balance surplus, the same amount used to keep the 2022 police pension levy unchanged from 2021. The current year's recommended contribution is \$3,468,598, an increase of \$467,363 from the prior year. Pension cost increases were related to one disability award, salary increases, and investment returns lower than the expected rate over the last three years. The Debt Service levy is lower than the prior year extended amount by \$93,153 or 3.09%. Overall, the levy decrease compared to the 2023 extension is \$210,506, or 1.61%. The total proposed levy is \$4,282 less than the 2023 approved levy.

Finance Director Todd Dowden went over a presentation regarding the 2024 Property Tax Levy.

Trustee Gunsteen asked where we stand as far as the amount of money we fund to the pension versus what's required.



## VILLAGE OF BARTLETT COMMITTEE MINUTES October 1, 2024

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Finance Director Todd Dowden stated the State's statute requires we have it funded at 90% by 2040. We currently have it based on having it funded at 100% by 2040. He went on to say that if we go by the State's requirements, it would be under 3 million.

President Wallace asked where we are at right now percentage wise. Finance Director Todd Dowden stated we are at about 77% funded.

President Wallace stated the consolidated group effort was disappointing because we would be a higher percentage if it wasn't for that.

Trustee LaPorte stated that if there were no other questions, this would go to Public Hearing and be brought back to the Board at a future meeting.

### B. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

#### 1. Well House Demolition & Village Hall Parking Project

Trustee Deyne stated that at the September 3rd Board meeting there was much discussion on whether to include electric vehicle charging stations or not for the new parking that will be constructed where the well house was located (site plan attached). We have received requests from the public for electric vehicle charging stations and thought downtown would be a good location. We also applied for grants. Tyler mentioned that we may have a \$76,310 grant through the Energy Efficiency and Conservation Block Grant however, we haven't received an official notification yet. The deadline for the application is 10/31 and we will submit the application provided the Board is interested in pursuing electric vehicles stations somewhere in town. Assuming we receive this grant along with the ComEd grant of \$5,300/charging station the total grant potential is \$97,510. Therefore, the total project cost would be \$136,490.

There were also questions on design/build vs design/bid. Attached is a chart showing the estimates between the two options and whether electric charging stations are included or not. We believe the design/build option will provide the Village the lowest cost option.

Public Works Director Dan Dinges stated that they put together some information as well as representatives from Christopher B. Burke Engineering to answer any questions that the Board may have. He went on to ask the board if we want to pursue installing electric charging stations at this location or not after which they can further discuss parking etc.

Trustee LaPorte stated that at this time he felt it best to hold off and put in into the strategic plan regarding what to do with the current pump station. He went on to say that he thinks they should do it as part of a larger project that encompasses the entire downtown area instead of peace meal.

Trustee Suwanski stated that at the last meeting, Trustee Hopkins had asked for the cost of just the demo and Trustee Gunsteen had asked for some research regarding leasing parcels to someone else. She went on to say that she didn't see any of that information.



## VILLAGE OF BARTLETT COMMITTEE MINUTES October 1, 2024

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Public Works Director Dan Dinges stated that on the chart, there is a line item that includes demolition where the design build is estimated at \$18,000 just to remove the well house. That range would go up to \$23,000 to restore that space to either put parking or grass etc. He went on to say that they don't have to demo/remove the well house, it was in the plans and capital budget to remove it.

Trustee Gandsey asked if parking was needed right now. Public Works Director Dan Dinges stated no, there's no emergency to put parking in or EV Charging stations.

Mayor Wallace stated that some of the residents along some of those streets who voiced concerns over street parking would disagree with that. He went on to say that area back there does need to be cleaned up.

Trustee Gunsteen stated that we all agree that the pump house does need to go at some point. He went on to say that he was looking at it from a larger scale. There's the pump house, a well house and a above ground storage, a parking lot across the street, and a house between the parking lots on Oaks. He stated that he feels we have other options and looking at this strategically, we might have the opportunity to take the site across the street and sell it to a retail developer which would generate tax revenue. He went on to say that with the other site, they could use it to increase employee parking. Trustee Gunsteen also referenced the Fire Barn and AT&T building. He reiterated that he would like to sit down and strategically discuss a plan for parking necessary for Village staff and the Police Department. He went on to say that if at that time the demand for EV Charging is there, whether we lease the property at the train station parking lot or across the street by Banbury Fair; we should assess it at that time when we have a budget in place for putting the strategic plan in motion.

Trustee Hopkins referenced the Fire Barn and asked when that last came up in conversation with the Board. Trustee Gunsteen stated that he knows that the Township will vacate that space eventually.

Village Administrator Paula Schumacher wanted to clarify that the Fire Barn isn't vacated, the storage of the Emergency vehicles have been moved. She went on to say that the Volunteer Fire Department still operates the Fire Barn.

Mayor Wallace asked Assistant Public Works Director Tyler Isham if we are able to use the Grant just for the demolition. He stated that in short, the answer is no. Public Works Director Dan Dinges stated that it's strictly for the installation of the EV charging stations. He went on to say that if the Board does not want to move forward with EV charging stations, they're looking into other avenues of what they could still try to receive that grant. For example, using them for LED lights or an electric vehicle for staff.

Trustee Gunsteen asked what the expiration date was on receiving that funding. Public Works Director Dan Dinges stated that they have to come up with an application by the end of the month to come up with what they would like to do with the grant money. Assistant Public Works Director Tyler Isham went on to say that they would have to submit a pre-award sheet and then put in a final application regarding the allocation of costs. He is not certain about making changes to that application.



## VILLAGE OF BARTLETT COMMITTEE MINUTES October 1, 2024

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Mayor Wallace and Trustee Gunsteen both thanked staff for moving forward with this grant. However, Mayor Wallace stated that he would have to agree with Trustee Gunsteen and Trustee LaPorte regarding looking at the big picture of the project.

Trustee Gunsteen stated that he suggests having a strategic plan ahead of time so that we can have something out before the 2025 budget comes out.

Trustee Gandsey stated that she recalls discussing meeting twice a year to discuss strategic planning.

Trustee LaPorte stated that they were talking about redoing the fountain and the alley on the other side. He once again thanked Assistant Public Works Director Tyler Isham for his efforts in chasing the grant. He went on to say that he just doesn't think that this is the right application at this moment in time.

Mayor Wallace stated that he was in agreement and asked if the rest of the Board was as well.

Trustee Deyne stated that he wasn't. He stated that we have to start somewhere and that this would be the initial step in getting that going. He went on to say that they still have to address charging stations at a later date, and right now they have a chance to pick up a grant to get that process started.

Trustee Gunsteen stated that Trustee Deyne is assuming that everyone is on board with the electric charging stations. Trustee Deyne stated that he understands and disagrees with their decision. He went on to say that this is a start, and the pump station has to come down anyways. He stated that he's had members of the public ask for the charging stations.

Trustee Suwanski stated that she's had members of the public state that they disapprove of the charging stations.

Trustee LaPorte stated that it's not fair to fund an electric vehicle project that doesn't accommodate everybody. He went on to say that they have to think about everybody and what's best for Bartlett.

Mayor Wallace asked that they put the brakes on this project for now and go into strategic planning to try to figure out what everyone would agree on.

### 5. ADJOURNMENT

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

### ROLL CALL VOTE TO ADJOURN

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



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
October 1, 2024**

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The Committee of the Whole meeting was adjourned at 8:31 p.m.

Jackie Cardoza  
Executive Assistant

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2024**

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - OCT 2024	334,867.48
** 1 DEARBORN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - OCT 2024	4,144.55
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/OCT 24	993.65
** 1 METROPOLITAN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - OCT 2024	15,617.13
<b>INVOICES TOTAL:</b>		<b>355,622.81</b>

355,622.81

**1100-VILLAGE BOARD/ADMINISTRATION**

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A5 BRANDING & DIGITAL	VILLAGE BRANDING	2,500.00
1 BENCHMARK IMAGING & DISPLAY	VILLAGE BANNER STANDS	748.93
<b>INVOICES TOTAL:</b>		<b>3,248.93</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	51.16
<b>INVOICES TOTAL:</b>		<b>51.16</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COLLEGE OF DUPAGE	PROFESSIONAL DEVELOPMENT	495.00
1 DUPAGE MAYORS & MANAGERS	CONFERENCE MEETING	130.00
<b>INVOICES TOTAL:</b>		<b>625.00</b>

**543910-HISTORY MUSEUM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DICK VOLKER	HISTORY OF COCA-COLA SPEAKER FEE	200.00
<b>INVOICES TOTAL:</b>		<b>200.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	31.55
<b>INVOICES TOTAL:</b>		<b>31.55</b>

4,156.64

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAW OFFICES OF FRANCIS BONGIOVANNI	PROFESSIONAL SERVICES	925.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2024**

INVOICES TOTAL: 925.00

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHASTAIN & ASSOCIATES LLC	OAK AVE RESURFACING PROJECT	2,926.22
1 CHASTAIN & ASSOCIATES LLC	NORTH AVE RESURFACING PROJECT	9,154.95
<u>INVOICES TOTAL:</u>		<u>12,081.17</u>

13,006.17

**1400-FINANCE**

**522400-SERVICE AGREEMENTS**

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

**522950-ORDINANCE CODIFICATION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN LEGAL PUBLISHING	ORDINANCE SUPPLEMENTS	1,614.00
<u>INVOICES TOTAL:</u>		<u>1,614.00</u>

**523500-AUDIT SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAUTERBACH & AMEN LLP	AUDIT SERVICES	1,500.00
<u>INVOICES TOTAL:</u>		<u>1,500.00</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	PAYROLL CHECK FORMS	216.78
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	10.32
<u>INVOICES TOTAL:</u>		<u>227.10</u>

3,816.48

**1500-PLANNING & DEV SERVICES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	32.78
<u>INVOICES TOTAL:</u>		<u>32.78</u>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.09
<u>INVOICES TOTAL:</u>		<u>85.09</u>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2024**

**526005-PLAN REVIEW SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOOD & ALCOHOL SERVICE TRAINING INC	FOOD SERVICE INSPECTIONS 09/24	25.00
<b>INVOICES TOTAL:</b>		<b>25.00</b>

**526006-INSPECTION SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 FOOD & ALCOHOL SERVICE TRAINING INC	FOOD SERVICE INSPECTIONS 09/24	1,375.00
<b>INVOICES TOTAL:</b>		<b>1,375.00</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	81.87
<b>INVOICES TOTAL:</b>		<b>81.87</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDREW BARNA	CONFERENCE EXPENSES	183.27
** 1 BUILDING & FIRE CODE ACADEMY	SEMINAR FEES	195.00
1 BRIAN KRAUSE	CONFERENCE EXPENSES	529.14
<b>INVOICES TOTAL:</b>		<b>907.41</b>

2,507.15

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T-MOBILE	TELEPHONE BILL	1,245.50
1 T-MOBILE	TELEPHONE BILL	1,041.60
<b>INVOICES TOTAL:</b>		<b>2,287.10</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	199.35
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	655.83
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	1,827.94
1 FTD AUTO LLC	VEHICLE MAINTENANCE	1,013.09
1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00
1 FTD AUTO LLC	VEHICLE MAINTENANCE	85.00
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	6.49
<b>INVOICES TOTAL:</b>		<b>4,042.70</b>

**530100-MATERIALS & SUPPLIES**

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

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2024**

1	AMAZON CAPITAL SERVICES INC	PRINTER REPLACEMENT	449.00
1	THE FINER LINE INC	ENGRAVING	75.00
1	HEARTLAND ANIMAL HOSPITAL PC	MAVERICK MEDICATION	100.04
1	MIDWEST FIRST AID & SAFETY	FIRST AID SUPPLIES	80.65
**	SAM'S CLUB	MATERIALS & SUPPLIES	40.46
1	WAREHOUSE DIRECT	TONER	114.38
			<u>INVOICES TOTAL:</u> <b>859.53</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	SPECIAL T UNLIMITED	ACADEMY UNIFORM APPAREL	282.00
			<u>INVOICES TOTAL:</u> <b>282.00</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	WAREHOUSE DIRECT	OFFICE SUPPLIES	672.02
			<u>INVOICES TOTAL:</u> <b>672.02</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	108.94
1	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	71.17
1	STATE GRAPHICS	BUSINESS CARDS	213.23
1	WAREHOUSE DIRECT	OFFICE SUPPLIES	65.00
			<u>INVOICES TOTAL:</u> <b>458.34</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	MPH INDUSTRIES INC	TRAFFIC MONITOR REPAIRS	205.25
			<u>INVOICES TOTAL:</u> <b>205.25</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	AMAZON CAPITAL SERVICES INC	TRAINING SUPPLIES	12.99
1	ALAN BIANCO	TRAINING EXPENSES	54.60
1	STEPHANIE NESSLING	TRAINING EXPENSES	57.60
			<u>INVOICES TOTAL:</u> <b>125.19</b>

**542000-PLANNING & RESEARCH**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	CALEA	ANNUAL CONTINUATION FEE	4,646.00
			<u>INVOICES TOTAL:</u> <b>4,646.00</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	NORTHWEST POLICE ACADEMY	MEMBERSHIP DUES	75.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2024**

INVOICES TOTAL: 75.00

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ANTHONY S PASSARELLA	BALANCE DUE/NNO VIDEOGRAPHER	1,555.00
1 THE UPS STORE	SHIPPING CHARGES FOR NNO BINDER	142.60
<u>INVOICES TOTAL:</u>		<u>1,697.60</u>

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONRAD POLYGRAPH INC	POLYGRAPH EXAM FEES	1,500.00
<u>INVOICES TOTAL:</u>		<u>1,500.00</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRONTLINE PUBLIC SAFETY SOLUTIONS	SOFTWARE	3,360.00
<u>INVOICES TOTAL:</u>		<u>3,360.00</u>

20,210.73

**1800-STREET MAINTENANCE**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	2.10
1 T-MOBILE	TELEPHONE BILL	111.87
1 VERIZON WIRELESS	WIRELESS SERVICES	17.92
<u>INVOICES TOTAL:</u>		<u>131.89</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	3,440.43
1 NICOR GAS	GAS BILL	146.76
1 NICOR GAS	GAS BILL	56.60
1 NICOR GAS	GAS BILL	140.31
<u>INVOICES TOTAL:</u>		<u>3,784.10</u>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMERCIAL TIRE SERVICE	VEHICLE MAINTENANCE	462.00
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	810.00
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	772.96
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	598.00
1 ROADWAY TOWING & SERVICE INC	TOWING SERVICES	90.00
<u>INVOICES TOTAL:</u>		<u>2,732.96</u>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2024**

**527100-SERVICES TO MAINTAIN STREETS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	2,160.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	1,665.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	1,620.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	270.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	1,395.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	1,035.00
1 PEERLESS FENCE	INSTALL VEHICLE LOOP SENSORS IN ASPHALT	2,250.00
<b>INVOICES TOTAL:</b>		<b>10,395.00</b>

**527110-SVCS TO MAINTAIN TRAFFIC SIGS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	1,143.78
<b>INVOICES TOTAL:</b>		<b>1,143.78</b>

**527113-SERVICES TO MAINT. GROUNDS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABBOTT TREE CARE PROFESSIONALS LLC	LAWN MAINTENANCE SERVICES	1,093.75
1 ABBOTT TREE CARE PROFESSIONALS LLC	LAWN MAINTENANCE SERVICES	2,393.75
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE-SEPT 2024	1,475.00
1 MIDWEST COMPOST - ELGIN	BRUSH DISPOSAL	72.00
1 MIDWEST COMPOST - ELGIN	BRUSH DISPOSAL	72.00
1 TRUGREEN	FERTILIZER APPLICATION	339.58
1 UNO MAS LANDSCAPING	LANDSCAPE MAINTENANCE SERVICES	4,885.00
<b>INVOICES TOTAL:</b>		<b>10,331.08</b>

**527130-SIDEWALK & CURB REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	3,652.75
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,548.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,606.00
1 ELMHURST CHICAGO STONE COMPANY	DELIVERY WAITING FEE	180.00
1 ANDY MERGES	PUBLIC SIDEWALK REPLACEMENT	780.00
1 WELCH BROS INC	MATERIALS & SUPPLIES	63.00
<b>INVOICES TOTAL:</b>		<b>7,829.75</b>

**527140-TREE TRIMMING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GONZALEZ-BURKE TREE SERVICE	TREE REMOVAL	2,000.00
<b>INVOICES TOTAL:</b>		<b>2,000.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	21.85
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	2,313.84
1 INTEGRITY SOURCING LLC	PW OPEN HOUSE SUPPLIES	597.24

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2024**

**	1 PETTY CASH	PETTY CASH REIMBURSEMENT	44.30
	1 RUSSO'S POWER EQUIPMENT INC	MATERIALS & SUPPLIES	273.39
**	1 SAM'S CLUB	MATERIALS & SUPPLIES	29.30
	1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	188.29
<u>INVOICES TOTAL:</u>			<u>3,468.21</u>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS		175.45
<u>INVOICES TOTAL:</u>			<u>175.45</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 WAREHOUSE DIRECT	OFFICE SUPPLIES		34.73
<u>INVOICES TOTAL:</u>			<u>34.73</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE		158.91
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE		110.68
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE		41.25
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES		620.07
<u>INVOICES TOTAL:</u>			<u>930.91</u>

**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 3M COMPANY	STREET SIGN MATERIALS		591.24
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE		774.52
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE		2,345.00
<u>INVOICES TOTAL:</u>			<u>3,710.76</u>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 DUPAGE TOPSOIL INC	GRAVEL PURCHASE		1,580.00
1 MIDWEST TRADING HORTICULTURAL	SEED PURCHASE		615.20
<u>INVOICES TOTAL:</u>			<u>2,195.20</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING		114.40
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING		45.00
<u>INVOICES TOTAL:</u>			<u>159.40</u>

**534800-STREET LIGHTS MAINT MATERIALS**

VENDOR	INVOICE DESCRIPTION		INVOICE AMOUNT
1 GRAINGER	MAINTENANCE SUPPLIES		86.64

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2024**

1 STEINER ELECTRIC COMPANY	STREET LIGHT REPAIR	4,780.00
1 STEINER ELECTRIC COMPANY	CREDIT MEMO	-144.00
	<b>INVOICES TOTAL:</b>	<b>4,722.64</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	104.01
	<b>INVOICES TOTAL:</b>	<b>104.01</b>

53,849.87

**5000-WATER OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE-SEPT 2024	1,562.00
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	12,738.17
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
	<b>INVOICES TOTAL:</b>	<b>16,593.50</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T-MOBILE	TELEPHONE BILL	111.87
1 VERIZON WIRELESS	WIRELESS SERVICES	42.48
	<b>INVOICES TOTAL:</b>	<b>154.35</b>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	885.50
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	539.00
	<b>INVOICES TOTAL:</b>	<b>1,424.50</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	406.73
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	2,962.62
	<b>INVOICES TOTAL:</b>	<b>3,369.35</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	161.00
	<b>INVOICES TOTAL:</b>	<b>161.00</b>

**527120-SVCS TO MAINT MAINS/STORM LINE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	5,040.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	3,885.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	3,780.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2024**

1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	630.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	3,255.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	2,415.00
1 WATERLY LLC	ANNUAL BASE SUBSCRIPTION	5,325.00
1 WELCH BROS INC	GRAVEL PURCHASE	874.50
	<b>INVOICES TOTAL:</b>	<b>25,204.50</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	21.86
1 CORE & MAIN LP	MATERIALS & SUPPLIES	703.35
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	46.80
1 INTEGRITY SOURCING LLC	PW OPEN HOUSE SUPPLIES	597.24
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	8.33
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	29.31
	<b>INVOICES TOTAL:</b>	<b>1,406.89</b>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	1,063.21
	<b>INVOICES TOTAL:</b>	<b>1,063.21</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	69.94
	<b>INVOICES TOTAL:</b>	<b>69.94</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	WATER/SEWER ENVELOPES	358.62
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	34.74
	<b>INVOICES TOTAL:</b>	<b>393.36</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	OCTOBER BILLS POSTAGE	3,232.33
	<b>INVOICES TOTAL:</b>	<b>3,232.33</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	41.26
	<b>INVOICES TOTAL:</b>	<b>41.26</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	114.41

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2024**

1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	45.00
		<b>INVOICES TOTAL: 159.41</b>

**534810-METER MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	ANTENNA BASE	189.00
1 WATER RESOURCES INC	WATER METERS & SUPPLIES	3,030.19
		<b>INVOICES TOTAL: 3,219.19</b>

56,492.79

**500000-WATER FUND**

**121054-WATER/SEWER BILLING A/R**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 G & I IX 1452 BREWSTER LLC	OVERPAYMENT-1456 BREWSTER CREEK BLVD	64.29
1 JOHN GOMES	OVERPAYMENT ON FINAL WATER BILL	47.05
		<b>INVOICES TOTAL: 111.34</b>

111.34

**5090-WATER CAPITAL PROJECTS EXP**

**581020-WATER METER AUTOMATION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS/INSTALLATION FEES	82,021.23
		<b>INVOICES TOTAL: 82,021.23</b>

**581029-WATERMAIN REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRINE CONSTRUCTION CORP	2024 WATER MAIN REPLACEMENT	548,049.34
		<b>INVOICES TOTAL: 548,049.34</b>

**581031-LEAK SURVEY/REPAIR**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	780.00
		<b>INVOICES TOTAL: 780.00</b>

630,850.57

**5100-SEWER OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE-SEPT 2024	625.00
		<b>INVOICES TOTAL: 625.00</b>

**522500-EQUIPMENT RENTALS**

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

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2024**

1 T-MOBILE	TELEPHONE BILL	67.20
1 T-MOBILE	TELEPHONE BILL	111.88
		<b>INVOICES TOTAL: 179.08</b>

**522800-ANALYTICAL TESTING**

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

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	456.10
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	37.04
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	12.17
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	409.30
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	39.70
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	76.68
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	24,703.25
1 NICOR GAS	GAS BILL	44.54
1 NICOR GAS	GAS BILL	47.74
1 NICOR GAS	GAS BILL	144.36
1 NICOR GAS	GAS BILL	45.40
1 NICOR GAS	GAS BILL	145.15
1 NICOR GAS	GAS BILL	46.12
1 NICOR GAS	GAS BILL	49.36
1 NICOR GAS	GAS BILL	47.24
1 NICOR GAS	GAS BILL	46.36
1 NICOR GAS	GAS BILL	142.12
1 NICOR GAS	GAS BILL	47.24
		<b>INVOICES TOTAL: 26,539.87</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	138.00
		<b>INVOICES TOTAL: 138.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	21.86
1 CALCO LTD	DEMINERALIZER	169.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	242.92
1 INTEGRITY SOURCING LLC	PW OPEN HOUSE SUPPLIES	597.24
1 KIMBALL MIDWEST	MATERIALS & SUPPLIES	465.80
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	991.07
1 PETROCHOICE LLC	MATERIALS AND SUPPLIES	1,507.45
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	13.33
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	29.31

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2024**

INVOICES TOTAL: 4,037.98

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRO CHEM INC	CHEMICAL SUPPLIES	317.50
1 WEST SIDE ELECTRIC SUPPLY INC	MAINTENANCE SUPPLIES	31.31
		<u>INVOICES TOTAL: 348.81</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	61.91
		<u>INVOICES TOTAL: 61.91</u>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	OCTOBER BILLS POSTAGE	3,232.33
		<u>INVOICES TOTAL: 3,232.33</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FLOW-TECHNICS INC	PUMP REPAIRS	625.00
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	41.26
1 PUMP SUPPLY INC	MAINTENANCE SUPPLIES	156.00
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	363.02
		<u>INVOICES TOTAL: 1,185.28</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	114.41
		<u>INVOICES TOTAL: 114.41</u>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IL ASSOC OF WASTEWATER AGENCIES	ANNUAL MEMBERSHIP DUES	1,459.00
		<u>INVOICES TOTAL: 1,459.00</u>

38,772.52

**510000-SEWER FUND**

**200504-FRWRD PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE CTY SEWER TREATMENT 09/24	1,543.75
		<u>INVOICES TOTAL: 1,543.75</u>

1,543.75

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2024**

**5190-SEWER CAPITAL PROJECTS EXP**

**582025-SANITARY SEWER EVALUATION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RJN GROUP INC	PROJECT PLAN DEVELOPMENT	5,975.00
	<b>INVOICES TOTAL:</b>	<b>5,975.00</b>

**582027-WWTP FACILITY IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RUBINO ENGINEERING INC	ASPHALT MATERIAL TESTING	1,035.00
1 STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF	13,191.44
1 STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF	28,700.00
1 STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF	8,640.00
	<b>INVOICES TOTAL:</b>	<b>51,566.44</b>

**582028-DEVON EXCESS FLOW PLANT REHB**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW SEWER & FORCEMAIN	5,005.00
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY LIFT STATION	3,804.00
1 MARTAM CONSTRUCTION INC	DEVON EXCESS FLOW LIFT STATION	468,696.78
	<b>INVOICES TOTAL:</b>	<b>477,505.78</b>

535,047.22

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

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

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	80.86
	<b>INVOICES TOTAL:</b>	<b>80.86</b>

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE-SEPT 2024	1,475.00
	<b>INVOICES TOTAL:</b>	<b>1,475.00</b>

**570200-BLDG & GROUNDS IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATTHEW BURRIS	PLUMBING REPAIRS	650.00
	<b>INVOICES TOTAL:</b>	<b>650.00</b>

2,555.86

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2024**

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	142.95
1 ROSCOE CO	MATS	342.24
<b>INVOICES TOTAL:</b>		<b>485.19</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMS IL03 DIVISION	FREEZER REPAIRS	1,344.02
1 GREAT LAKES SERVICE	COOLER REPAIRS	295.00
<b>INVOICES TOTAL:</b>		<b>1,639.02</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	410.24
1 NICOR GAS	GAS BILL	752.31
<b>INVOICES TOTAL:</b>		<b>1,162.55</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	11.99
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	130.38
1 KWIK PRINT	GIFT CARD JACKETS	279.40
<b>INVOICES TOTAL:</b>		<b>421.77</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,082.40
<b>INVOICES TOTAL:</b>		<b>1,082.40</b>

**534200-GOLF CART MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	87.60
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	305.76
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	7.18
<b>INVOICES TOTAL:</b>		<b>400.54</b>

5,191.47

**5510-GOLF MAINTENANCE EXPENSES**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	250.78
1 NICOR GAS	GAS BILL	59.02

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2024**

INVOICES TOTAL: 309.80

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,082.41
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	621.62
1 REINDERS INC	MAINTENANCE SUPPLIES	271.11
<u>INVOICES TOTAL:</u>		<u>1,975.14</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	236.80
1 REINDERS INC	MAINTENANCE SUPPLIES	38.73
1 REINDERS INC	MAINTENANCE SUPPLIES	434.75
1 REVELS TURF & TRACTOR LLC	MAINTENANCE SUPPLIES	50.38
1 REVELS TURF & TRACTOR LLC	MAINTENANCE SUPPLIES	97.11
<u>INVOICES TOTAL:</u>		<u>857.77</u>

**572000-BUILDING & GROUNDS IMPROVMNTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTRAL SOD FARMS INC	SOD PURCHASE	126.00
1 MIDWEST GROUNDCOVERS LLC	PLANT PURCHASE	161.00
<u>INVOICES TOTAL:</u>		<u>287.00</u>

3,429.71

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	BLADE SHARPENING	25.00
1 COMPLETE BAR SYSTEMS LLC	CLEAN BEER LINES	64.00
<u>INVOICES TOTAL:</u>		<u>89.00</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	125.39
<u>INVOICES TOTAL:</u>		<u>125.39</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	CREDIT MEMO	-51.98
1 SYSCO CHICAGO INC	SUPPLIES	51.89
<u>INVOICES TOTAL:</u>		<u>-0.09</u>

**530110-UNIFORMS**

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

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2024**

1 INTEGRITY SOURCING LLC	T-SHIRTS	122.42
		<b>INVOICES TOTAL: 122.42</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	178.98
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	535.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	514.00
1 GORDON FOOD SERVICE INC	CREDIT MEMO	-100.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	113.00
1 GRECO AND SONS INC	FOOD PURCHASE	81.00
1 GRECO AND SONS INC	FOOD PURCHASE	50.00
1 GRECO AND SONS INC	FOOD PURCHASE	150.00
1 SYSCO CHICAGO INC	FOOD PURCHASE	144.00
1 TEC COFFEE & FOODS	COFFEE PURCHASE	67.00
		<b>INVOICES TOTAL: 1,732.98</b>

2,069.70

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 A MAESTRANZI SONS	BLADE SHARPENING	25.00
1 ALSCO	LINEN SERVICES	458.63
1 ALSCO	LINEN SERVICES	1,041.51
** 1 JENNIFER KOBUS	MONTHLY SUPPORT FEE	300.00
		<b>INVOICES TOTAL: 1,845.14</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	125.39
		<b>INVOICES TOTAL: 125.39</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	69.29
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	45.38
1 GRECO AND SONS INC	CREDIT MEMO	-54.42
1 MLA WHOLESALE INC	FLOWERS	129.65
1 MLA WHOLESALE INC	FLOWERS	216.35
1 MLA WHOLESALE INC	FLOWERS	220.00
1 SYSCO CHICAGO INC	SUPPLIES	192.99
1 SYSCO CHICAGO INC	SUPPLIES	51.90
1 SYSCO CHICAGO INC	SUPPLIES	3.74
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	22.99

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2024**

INVOICES TOTAL: 897.87

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTEGRITY SOURCING LLC	T-SHIRTS	122.42
		<u>INVOICES TOTAL: 122.42</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	14.99
		<u>INVOICES TOTAL: 14.99</u>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE BAKING INSTITUTE BAKERY CO	CAKE	330.99
1 THE BAKING INSTITUTE BAKERY CO	CAKE	280.99
1 THE BAKING INSTITUTE BAKERY CO	CAKE	380.99
1 THE BAKING INSTITUTE BAKERY CO	CAKE	280.99
1 CIGAR WERKS INC	CIGAR PURCHASE	621.94
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	1,358.57
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	1,175.64
1 GORDON FOOD SERVICE INC	CREDIT MEMO	-242.13
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	582.23
1 GRECO AND SONS INC	CREDIT MEMO	-46.39
1 GRECO AND SONS INC	FOOD PURCHASE	383.41
1 GRECO AND SONS INC	FOOD PURCHASE	380.54
1 GRECO AND SONS INC	FOOD PURCHASE	381.11
1 GRECO AND SONS INC	FOOD PURCHASE	507.27
1 IL GIARDINO DEL DOLCE INC	PASTRIES/COOKIES	110.00
1 SYSCO CHICAGO INC	FOOD PURCHASE	761.00
1 TEC COFFEE & FOODS	COFFEE PURCHASE	67.00
		<u>INVOICES TOTAL: 7,314.15</u>

**10,319.96**

**5580-GOLF MIDWAY EXPENSES**

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO BEVERAGE SYSTEMS/	BEER PURCHASE	124.98
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	199.98
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	146.80
1 EUCLID BEVERAGE LLC	BEER PURCHASE	160.12
1 EUCLID BEVERAGE LLC	BEER PURCHASE	206.96
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	1,100.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	85.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	58.02
1 LAKESHORE BEVERAGE	BEER PURCHASE	64.59

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2024**

1 LAKESHORE BEVERAGE	BEER PURCHASE	91.46
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	69.14
1 SYSCO CHICAGO INC	FOOD PURCHASE	40.00
1 TEC COFFEE & FOODS	COFFEE PURCHASE	67.00
<b>INVOICES TOTAL:</b>		<b>2,414.05</b>

2,414.05

**6000-CENTRAL SERVICES EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 APPLIED COMMUNICATIONS GROUP	ANNUAL MAINTENANCE AGREEMENT	6,800.00
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	294.69
<b>INVOICES TOTAL:</b>		<b>7,094.69</b>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOOTSUITE INC	BUSINESS PLAN AGREEMENT	4,711.57
1 VC3 INC	MONTHLY SERVICE AGREEMENT	2,499.00
1 VC3 INC	MONTHLY SERVICE AGREEMENT	2,499.00
1 VC3 INC	MONTHLY SERVICE AGREEMENT	2,499.00
1 VC3 INC	MONTHLY SERVICE AGREEMENT	2,499.00
<b>INVOICES TOTAL:</b>		<b>14,707.57</b>

**523001-PERSONNEL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIGMENT GROUP INC	PERSONNEL TESTING	380.00
1 MOBILE HEALTH SOLUTIONS CORP	PERSONNEL TESTING	310.00
<b>INVOICES TOTAL:</b>		<b>690.00</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATTHEW BURRIS	PLUMBING REPAIRS	650.00
1 ALLEGIANT FIRE PROTECTION LLC	FIRE PUMP QUARTERLY INSPECTION	175.00
1 ALLEGIANT FIRE PROTECTION LLC	ANNUAL FIRE ALARM INSPECTION	1,431.00
1 SCHINDLER ELEVATOR CORPORATION	PD ELEVATOR REPAIRS	1,310.56
1 T-MOBILE	TELEPHONE BILL	67.20
1 UNO MAS LANDSCAPING	LANDSCAPING SERVICES	300.00
1 VALLEY FIRE PROTECTION SYSTEMS LLC	PREVENTATIVE MAINTENANCE	2,290.00
<b>INVOICES TOTAL:</b>		<b>6,223.76</b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	187.90
1 COMCAST	INTERNET SERVICE	94.90
<b>INVOICES TOTAL:</b>		<b>282.80</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 10/15/2024**

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	145.77
1 NICOR GAS	GAS BILL	681.56
<b>INVOICES TOTAL:</b>		<b>827.33</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	VILLAGE SUPPLIES	66.90
1 AMAZON CAPITAL SERVICES INC	IPAD CASE	25.97
1 MIDWEST FIRST AID & SAFETY	FIRST AID SUPPLIES	92.54
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	449.31
<b>INVOICES TOTAL:</b>		<b>634.72</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	329.48
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	22.88
<b>INVOICES TOTAL:</b>		<b>352.36</b>

30,813.23

**6100-VEHICLE REPLACEMENT EXPENSES**

**570180-STREETS VEH REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PETERBILT ILLINOIS JOLIET, INC	PETERBILT TRUCK CHASIS #548	424,618.50
<b>INVOICES TOTAL:</b>		<b>424,618.50</b>

424,618.50

**GRAND TOTAL:**

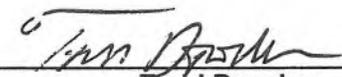
**2,197,400.52**

GENERAL FUND	453,169.85
WATER FUND	687,454.70
SEWER FUND	575,363.49
PARKING FUND	2,555.86
GOLF FUND	23,424.89
CENTRAL SERVICES FUND	30,813.23
VEHICLE REPLACEMENT FUND	424,618.50
<b>GRAND TOTAL</b>	<b>2,197,400.52</b>

\*\* Indicates pre-issue check.

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

Fund	7/31/2024	Receipts	Disburse- ments	8/31/2024	Detail of Ending Balance			
					Cash	Investments	Net Assets/Liab.	8/31/2024
General	29,021,766	3,179,938	2,485,099	29,716,605	12,438,219	15,972,083	1,306,302	29,716,605
MFT	6,587,242	182,071	23,210	6,746,103	3,473,177	3,240,683	32,243	6,746,103
Debt Service	1,911,765	365,228	0	2,276,993	941,752	1,334,663	578	2,276,993
Capital Projects	4,493,651	19,670	0	4,513,321	3,812	4,509,509	0	4,513,321
Municipal Building	2,793,546	12,143	5,000	2,800,689	1,046,625	1,483,290	270,774	2,800,689
Developer Deposits	3,068,652	55,124	0	3,123,776	661,518	2,824,581	(362,323)	3,123,776
59 & Lake TIF	(2,561,572)	634	0	(2,560,938)	577,207	818,025	(3,956,170)	(2,560,938)
BC Municipal TIF	1,307,619	5,518	215,218	1,097,918	454,208	643,710	0	1,097,918
Bluff City TIF Municipal	398,993	1,655	0	400,648	165,748	234,900	0	400,648
Water	10,222,924	1,216,024	2,177,444	9,261,504	3,245,972	4,600,094	1,415,438	9,261,504
Sewer	29,085,108	1,654,359	1,051,668	29,687,799	3,334,400	4,725,416	21,627,983	29,687,799
Parking	(209,774)	5,541	6,415	(210,649)	0	0	(210,649)	(210,649)
Golf	(1,578,299)	406,497	270,548	(1,442,350)	0	0	(1,442,350)	(1,442,350)
Central Services	745,240	146,870	174,292	717,818	278,887	395,242	43,689	717,818
Vehicle Replacement	4,706,968	96,845	0	4,803,813	1,197,355	1,696,908	1,909,550	4,803,813
<b>TOTALS</b>	<b>89,993,828</b>	<b>7,348,116</b>	<b>6,408,896</b>	<b>90,933,048</b>	<b>27,818,879</b>	<b>42,479,103</b>	<b>20,635,066</b>	<b>90,933,048</b>
BC Project TIF	1,507,921	6,661	43,028	1,471,553	0	0	1,471,553	1,471,553
Bluff City Project TIF	965,619	3,624	0	969,243	400,975	568,268	0	969,243
Bluff City SSA Debt Srv.	57,829	253	0	58,082	0	0	58,082	58,082
Police Pension	65,055,961	1,626,118	323,685	66,358,393	1,412,693	64,938,297	7,402	66,358,393



Todd Dowden  
 Finance Director

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

Fund	Revenues				Expenditures			
	Actual	Current Year Budget	Percent	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	13,418,540	32,890,154	40.80%	35.05%	9,898,596	34,412,598	28.76%	33.31%
MFT	697,265	2,185,000	31.91%	33.08%	23,210	2,000,000	1.16%	4.04%
Debt Service	1,540,940	3,003,039	51.31%	34.30%	313,660	2,967,321	10.57%	11.88%
Capital Projects	80,998	100,000	81.00%	41.40%	0	3,000,000	0.00%	0.00%
Municipal Building	142,449	2,125,000	6.70%	209.76%	16,370	475,000	3.45%	0.00%
Developer Deposits	259,702	595,000	43.65%	28.38%	0	0	0.00%	0.00%
Bluff City SSA	1,004	8,422	11.92%	0.83%	0	60,000	0.00%	3.21%
59 & Lake TIF	3,140	360,000	0.87%	0.00%	0	360,000	0.00%	0.00%
Bluff City Municipal TIF	64,313	99,000	64.96%	64.00%	0	105,000	0.00%	0.28%
Bluff City Project TIF	935,946	3,670,000	25.50%	31.77%	0	3,650,000	0.00%	0.00%
Brewster Creek Municipal TIF	18,681	10,000	186.81%	56.58%	215,218	505,000	42.62%	28.63%
Brewster Creek Project TIF	27,861	20,000	139.31%	47.27%	43,028	100,000	43.03%	2.76%
Water	4,731,631	13,551,000	34.92%	37.03%	5,772,508	19,253,702	29.98%	19.47%
Sewer	5,380,906	10,720,000	50.20%	16.49%	3,455,473	15,221,332	22.70%	13.74%
Parking	25,641	75,000	34.19%	41.43%	23,999	85,285	28.14%	13.06%
Golf	1,608,768	4,535,100	35.47%	33.27%	2,470,048	4,534,131	54.48%	23.01%
Central Services	590,751	1,751,282	33.73%	33.69%	620,738	1,763,541	35.20%	37.09%
Vehicle Replacement	293,828	747,132	39.33%	33.82%	0	1,781,000	0.00%	17.91%
Police Pension	6,738,097	7,465,735	90.25%	35.70%	1,255,336	3,951,316	31.77%	32.55%
Subtotal	36,560,461	83,910,864	43.57%	31.59%	24,108,184	94,225,226	25.59%	19.03%
Less Interfund Transfers	(2,391,877)	(6,657,813)	35.93%	32.94%	(2,391,877)	(6,657,813)	35.93%	32.94%
Total	34,168,584	77,253,051	44.23%	31.52%	21,716,308	87,567,413	24.80%	18.38%

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

Fund	Current Year		Percent	Prior YTD %
	Actual	Budget		
Property Taxes	6,673,836	12,870,519	51.85%	33.15%
Sales Taxes (General Fund)	1,447,756	4,950,000	29.25%	30.57%
Income Taxes	2,715,597	7,025,000	38.66%	38.69%
Telecommunications Tax	129,827	390,000	33.29%	31.70%
Home Rule Sales Tax	1,006,783	3,000,000	33.56%	36.71%
Real Estate Transfer Tax	304,271	600,000	50.71%	40.68%
Use Tax	519,582	1,700,000	30.56%	31.93%
Building Permits	619,044	850,000	72.83%	55.34%
MFT	605,247	1,790,000	33.81%	36.19%
Water Charges	4,371,979	13,100,000	33.37%	36.07%
Sewer Charges	2,494,317	6,750,000	36.95%	38.73%
Interest Income	999,664	1,645,000	60.77%	59.31%

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

Fund	Actual	Current Year Budget	Percent
<b>Golf Program</b>			
Revenues	1,035,578	1,647,500	62.86%
Expenses	609,794	1,524,035	40.01%
Net Income	425,784	123,465	344.86%
<b>F&amp;B - Restaurant</b>			
Revenues	100,781	163,000	61.83%
Expenses	176,543	429,549	41.10%
Net Income	(75,762)	(266,549)	28.42%
<b>F&amp;B - Banquet</b>			
Revenues	324,575	865,000	37.52%
Expenses	298,349	808,547	36.90%
Net Income	26,226	56,453	46.46%
<b>F&amp;B - Midway</b>			
Revenues	147,834	200,000	73.92%
Expenses	63,220	100,400	62.97%
Net Income	84,614	99,600	84.95%
<b>Golf Fund Total</b>			
Revenues	1,608,768	2,875,500	55.95%
Expenses	1,147,906	2,862,531	40.10%
Net Income	460,862	12,969	3553.57%

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	374,363
August	200,031	224,385	219,629	227,783	232,110	209,005	331,855	338,161	350,947	436,666
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	
<b>Total</b>	<b>2,210,232</b>	<b>2,352,909</b>	<b>2,440,227</b>	<b>2,401,729</b>	<b>2,532,977</b>	<b>2,468,994</b>	<b>3,464,989</b>	<b>3,901,303</b>	<b>3,852,186</b>	
% increase	6.46%	6.46%	3.71%	-1.58%	5.46%	-2.53%	40.34%	12.59%	-4.51%	24.43%
<b>Budget</b>	<b>2,115,000</b>	<b>2,205,000</b>	<b>2,400,000</b>	<b>2,425,000</b>	<b>2,460,000</b>	<b>2,575,000</b>	<b>3,400,000</b>	<b>3,400,000</b>	<b>4,050,000</b>	<b>4,050,000</b>



# SUSANA A. MENDOZA ILLINOIS STATE COMPTROLLER

## VENDOR WARRANT DETAIL

### BARTLETT VILLAGE TREASURER



RETURN HOME



VENDOR SUMMARY



CONTRACT SEARCH



PAYMENTS SEARCH



PAYMENTS ISSUED



PENDING PAYMENTS



PAYMENTS NOTIFICATIONS

Return Back

Warrant/EFT#: EF 0007608

Fiscal Year

2025

Issue Date

08/06/24

Warrant Total

\$436,666.11

Warrant Status

Agency

Contract

Invoice

Voucher

Agency Amount

492 - REVENUE

A4169362

5A4169362

\$436,666.11

#### IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$436,666.11	DISTRIBUTE MUNI/CNTY SALES TAX

#### Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 08/06/2024
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: MAY. 2024 COLL MO: JUN. 2024 VCHR MO: AUG. 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	156,001
August	100,154	89,533	89,970	90,079	137,033	142,172	148,687	135,008	152,712	165,946
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	623,356
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%	8.67%



Municipality Report  
September 3, 2024

Bartlett

**MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR AUGUST, 2024**

Beginning Unobligated Balance		<b>\$9,242,522.62</b>
Motor Fuel Tax Fund Allotment	\$82,692.02	
MFT Transportation Renewal Fund Allotment	\$83,253.70	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		<b>\$165,945.72</b>
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		<b>\$9,408,468.34</b>

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**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	685,865	
August	251,174	223,293	180,579	259,137	277,037	558,708	306,468	333,265	405,992	458,266	
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	2,715,597	
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	4,197,214	
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)	(1,481,617)	(38,600,897)

**LGDF Effective % Rate Changes**

7/1/2010 - 10% to 6%

2/1/2015 - 6% to 8%

8/1/2017 - 8% to 5.45%

7/1/2018 - 5.45% to 5.75%

7/1/2020 - 5.75% to 6.06%

8/1/2022 - 6.06% to 6.16%

7/1/2023 - 6.16% to 6.47%

## PROCLAMATION FOR WORLD POLIO DAY 2024

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**WHEREAS**, the Rotary Club of Bartlett is a member of Rotary International, the world's first, and still one of its largest, non-profit service organizations, founded in Chicago, Illinois, in 1905; and

**WHEREAS**, the Rotary motto "Service Above Self" inspires members to provide humanitarian service, encourage high ethical standards, and promote good will and peace in the world; and

**WHEREAS**, Rotary, a global service organization with over 1.4 million members, has been at the center of the worldwide effort to eradicate polio for over 35 years. Rotary has contributed more than \$2.6 billion and countless volunteer hours to protect nearly 3 billion children in 122 Countries; and

**WHEREAS**, Polio is a paralyzing and potentially deadly infectious disease that most commonly affects children under the age of 5. The virus spreads from person to person, typically through contaminated water; and

**WHEREAS**, members of the Rotary Club of Bartlett continue to contribute their time and their resources to support PolioPlus and the Global Polio Eradication Initiative; and

**WHEREAS**, their efforts are providing much needed operational support, medical personnel, laboratory equipment and educational materials for health workers and parents;

**NOW, THEREFORE**, I, Kevin Wallace, President of the Village of Bartlett, do hereby proclaim October 15, 2024, as World Polio Day in Bartlett, and do hereby encourage all residents to join the Rotarians of our local club in the fight for a polio-free world.

Dated this 15<sup>th</sup> day of October 2024.



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Kevin Wallace, Village President



# Agenda Item Executive Summary

AGENDA ITEM: #2024-16 Bartlett Automotive Mall

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 an amendment to the **Preliminary/Final PUD Plan** to approve a revised West Parcel Landscape Plan for the Genesis and Hyundai dealership lots.

The Planning and Zoning Commission held the public hearing at their October 3, 2024 meeting. After hearing testimony from the petitioner's representatives and the residents that directly abut the dealership properties, the Planning and Zoning Commission made a **recommendation to approve the revised landscape plan with the condition that thirteen trees be added between the residential lots and the retaining wall**. The residents that were present and the petitioner indicated their support of the condition at the meeting.

The petitioner has submitted a revised landscape plan that incorporates the Planning & Zoning Commission's condition and is an exhibit to the draft ordinance.

*In order for the landscaping to be installed this month, this item is being forwarded directly to the Village Board for a final vote.*

## ATTACHMENTS (PLEASE LIST)

Memo, ordinance with exhibits, P&Z Commission minutes, cover letter, application, location map, Ord #2021-112 landscape plan, staff approved landscape 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 Approving an Amended Preliminary/PUD Plan for the Bartlett Automotive Mall Planned Unit Development
- Motion

## MOTION:

Staff: Kristy Stone, PDS Director

Date: October 8, 2024

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**  
**24-83**

DATE: October 8, 2024  
TO: Paula Schumacher, Village Administrator  
FROM: Kristy Stone, Planning & Development Services Director   
RE: **(#24-16) Bartlett Automotive Mall**

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**PETITIONER**

Bartlett Automotive Mall LLC

**SUBJECT SITE**

1201-1215 W. Lake Street (West Parcel)

**REQUESTS**

**Amendment to the Preliminary/Final PUD Plan**

**SURROUNDING LAND USES (West Parcel)**

	<b><u>Land Use</u></b>	<b><u>Comprehensive Plan</u></b>	<b><u>Zoning</u></b>
<b>Subject Site</b>	<b>Commercial</b>	<b>Commercial</b>	<b>B-3 PUD</b>
North	Commercial	Commercial	B-3, C-3 PUD*
South	Single Family	Single Family	SR-4 PUD
East	Commercial	Commercial	B-3
West	Commercial	Commercial	B-3

\*Streamwood – Highway Commercial PUD

**BACKGROUND**

Ordinance 2021-112 approved the rezoning, preliminary/final PUD plan and granted special uses for the Bartlett Automotive Mall Planned Unit Development. As part of the preliminary/final PUD Plan, specific plans were approved as exhibits including the West Parcel Landscape Plan.

**DISCUSSION**

1. The petitioner is requesting an **amendment to the Preliminary/Final PUD Plan** to approve a revised West Parcel Landscape Plan for the Genesis and Hyundai dealership lots.
2. The petitioner is requesting to modify the landscape plan to replace the double row of evergreen trees along the south property line with 138 Lynwood Gold Forsythia shrubs located at the top of the retaining wall. The shrubs would be 3-feet in height at the time of installation. *The proposed landscape plan with detailed views from the residential lots to the south and from Moretti's is attached.*
3. At the time of the original PUD Plan public hearing and subsequent approval, the petitioner had agreed to install a double row of 6-8-ft. tall evergreen trees in the buffer between the parking area and the residential lots to the south. *The landscape plan approved by Ordinance 2021-112 is attached.*
4. During the construction of the project, the petitioner reduced the size of the service parking area located south of the Hyundai and Genesis dealerships from 241 spaces to 159 spaces.
5. Due to the reduction in size of the vehicle storage parking, a retaining wall was installed and distance between the south property line and the vehicle storage lot increased from 34.5 feet to 99 feet.
6. A revised landscape plan (due to the vehicle storage area change) was approved by staff during the building permit process, this plan included the double row of evergreen trees. *The staff-approved landscape plan is also attached.*

**RECOMMENDATION**

1. The Planning and Zoning Commission conducted the public hearing at the October 3, 2024 meeting and recommended approval subject to the following finding of fact:
  1. That the operation of the motor vehicle dealerships and parking and storage lot are special uses in the B-3 PUD Zoning District in which the Subject Property is located.
  2. That the proposed arrangement of buildings, off-street parking, access lighting, landscaping and stormwater control is compatible with adjacent land uses.
  3. That the vehicular ingress and egress to and from the Subject Property and circulation within the site provides for safe, efficient

and convenient movement of traffic not only within the site, but on adjacent roadways as well.

4. That the site plan provides for the safe movement of pedestrians with the site.
5. That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking, or access ways shall be landscaped with a mixture of grass, trees, and shrubs. (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements).
6. All trash enclosures and outdoor storage areas are screened and are in accordance with standards specified by the Zoning Ordinance;

**and with the added condition:**

- 1. Thirteen (13) trees be installed between the residential lots and the retaining wall.**
2. The ordinance with exhibits and background information is attached for your review.

ORDINANCE 2024 - \_\_\_\_\_

**AN ORDINANCE APPROVING AN AMENDED PRELIMINARY/FINAL PUD  
PLAN FOR THE BARTLETT AUTOMOTIVE MALL PLANNED UNIT  
DEVELOPMENT**

---

**WHEREAS**, Bartlett Automotive Mall, LLC (the "**Petitioner**") is the owner of the property located at 1201-1215 West Lake Street, Bartlett, Illinois, and legally described on **Exhibit A** (the "**Subject Property**"); and

**WHEREAS**, On December 14, 2021, the Corporate Authorities of the Village approved Ordinance No. 2021-112, which approved a Rezoning, a Preliminary/Final PUD plan, and Special Use Permits for the Bartlett Automotive Mall Planned Unit Development (the "**Auto Mall PUD**") on the Subject Property; and

**WHEREAS**, the Petitioner has applied to the Village for an amendment to the Auto Mall PUD Preliminary/Final PUD Plan to incorporate a revised Landscape Plan for the West Parcel that now contains the Genesis and Hyundai dealerships (the "**Petition**"); and

**WHEREAS**, On October 3, 2024, pursuant to proper notice, the Bartlett Planning and Zoning Commission conducted a public hearing and reviewed the Petition, and recommended that the Corporate Authorities approve the Petition, subject to certain conditions; and

**WHEREAS**, the Corporate Authorities have considered the recommendation of the Bartlett Planning and Zoning Commission and have determined that it is in the public interest of the Village and its residents to approve the Petition, subject to the terms and conditions 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 1. Recitals.** The recitals listed above are incorporated into this Ordinance as if fully set forth in this Section 1.

**Section 2. Findings of Fact.**

A. Amended Preliminary/Final PUD Plan. 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 an Amended Preliminary/Final PUD Plan for the Subject Property:

1. That the operation of the motor vehicle dealerships and parking and storage lot are special uses in the B-3 PUD Zoning District in which the Subject Property is located.
2. That the proposed arrangement of buildings, off-street parking, access lighting, landscaping and stormwater control is compatible with adjacent land uses.
3. That the vehicular ingress and egress to and from the Subject Property and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site, but on adjacent roadways as well.
4. That the site plan provides for the safe movement of pedestrians with the site.
5. That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures, parking, or access ways shall be landscaped with a mixture of grass, trees, and shrubs. (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements).
6. All trash enclosures and outdoor storage areas are screened and are in accordance with standards specified by the Zoning Ordinance.

**Section 3. Amended Preliminary/Final PUD Plan.** The Corporate Authorities hereby approve an amendment to the Preliminary/Final PUD Plan for the Bartlett Automotive Mall Planned Unit Development to approve and incorporate the Revised Landscape Plan prepared by Gary R. Weber Associates, Inc., with a latest revision date of October 4, 2024, attached hereto as **Exhibit B**, subject to the conditions contained in Section 4 of this Ordinance.

**Section 4. 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. Petitioner must install and maintain thirteen trees, a mixture of evergreen and deciduous tree species, in the area between the south property line and the retaining wall on the Subject Property, where a double row of evergreen trees was originally shown.
- B. 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.

- C. Ordinance No. 2021-112 remains in full force and effect to govern the Subject Property, except as expressly modified by this Ordinance.
- 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 jurisdiction.
- E. The development, maintenance, and use of the Subject Property must be in substantial compliance with the Revised Landscape Plan attached hereto as Exhibit B, and additional final plans as approved by the Village Engineer and Planning & Development Services Department, except for minor changes to such plans as approved by the Director of Planning & Development Services and the Village Engineer.

**Section 5. Failure to Comply.** Upon failure or refusal of the Petitioner 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 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 District, and 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 6. Severability.** In the event a court of competent jurisdiction finds this Ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

**Section 7. 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 8. Effective Date.** This Ordinance shall be in full force and effect after its passage and approval according to law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna 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 October 15, 2024, and approved on October 15, 2024, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk

**EXHIBIT A**

*Legal Description/PIN*

LEGAL DESCRIPTION

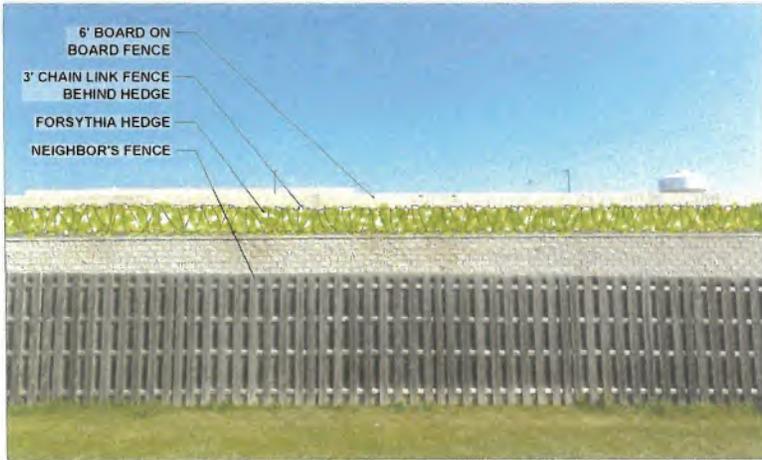
PARCEL 1: THE WEST 193.74 FEET (MEASURED ON THE SOUTH LINE), EXCEPT THE SOUTH 294.14 FEET THEREOF, OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF SOUTH LINE OF LAKE STREET, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EAST 250 FEET (AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF THE NORTHWEST 1/4), EXCEPT THE SOUTH 294.14 FEET THEREOF OF THAT PART OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE SOUTHERLY LINE OF LAKE STREET (EXCEPT THAT PART CONVEYED TO THE DEPARTMENT OF TRANSPORTATION BY DOCUMENT NUMBER 24260269), IN COOK COUNTY, ILLINOIS 24260269), IN COOK COUNTY, ILLINOIS IN COOK COUNTY, ILLINOIS TOTAL AREA: 269,991.44 SQ. FT., 6.20 AC. (MORE OR LESS) 269,991.44 SQ. FT., 6.20 AC. (MORE OR LESS) (MORE OR LESS) PROPERTY COMMONLY KNOWN AS: 1201 W. LAKE STREET, BARTLETT, ILLINOIS.

Tax parcel identification numbers 06-28-102-015-0000 and 06-28-202-012-0000

**EXHIBIT B**

*Revised Landscape Plan*



DETAIL A - VIEW LOOKING NORTH  
(NOT TO SCALE)



DETAIL B - VIEW LOOKING WEST  
(NOT TO SCALE)

PLANT LIST

Key	Qty	Botanical/Common Name	Size	Remarks
<b>SHADE TREES</b>				
AX	3	Red - Freeman - Jaffer's Red	3" Cal	
AD	3	AUTUMN BRASS MAPLE	3" Cal	
<b>EVERGREEN TREES</b>				
AC	2	Atlas cedar	8" Ht	
PA	5	White Fir	8" Ht	
PG	2	Black Hills Spruce	8" Ht	
<b>DECIDUOUS SHRUBS</b>				
FL	136	Lynwood Gold Forsythia	36" Tall	F.O.C.
<b>MISC. MATERIALS</b>				
13		SHREDDED HARDWOOD MULCH	C.Y.	



SPRING



SUMMER

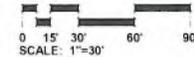
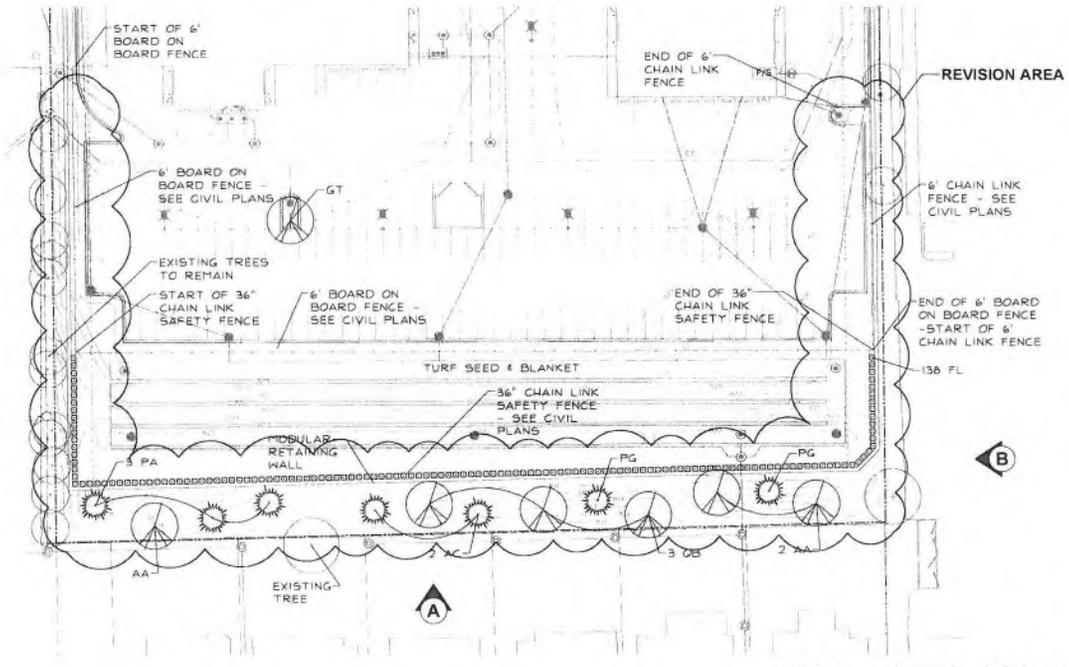


FALL



WINTER

LYNWOOD GOLD FORTSYTHIA



GARY R. WEBER  
ASSOCIATES, INC.  
LAND PLANNING  
ECOLOGICAL CONSULTING  
LANDSCAPE ARCHITECTURE  
402 W. LIBERTY DRIVE  
WHEATON, ILLINOIS 60187  
PHONE: 630-668-7197

RINO ENGINEERING, LLC  
3957 72ND STREET, SUITE 402  
WHEATON, ILLINOIS 60187

HYUNDAI GENESIS DEALERSHIP  
1201 & 1215 W. Lake Street  
Barrlett, IL  
LANDSCAPE PLAN

REVISIONS	DATE
5	10/04/2024
4	03/27/2024
3	07/14/2023
2	06/05/2023
1	04/17/2023

DATE: 03/09/2023  
PRD.#/CITY NO: BL-A2201  
DRAWN: AUC  
CHECKED: TSB  
SHEET NO: 1 OF 1



Village of Bartlett  
Planning and Zoning Commission  
October 3, 2024

**(#24-16) Bartlett Automotive Mall – 1201-1215 W. Lake Street**

Final Resubdivision/PUD Plat

Final PUD Plan

**PUBLIC HEARING**

The petitioner's representative, **Aaron Reinke, Esq** 1250 Larkin Ave, Elgin, IL, **John Eboli**, Bartlett Automotive Mall, 1201 W Lake Street, Bartlett and **Tim Ball, ASLA PLA** Gary R. Weber Associates, 402 W. Liberty Drive, Wheaton came forward and were sworn in by **M. Werden**. **A. Reinke** stated, they were requesting a minor revision to the landscape requirements set forth in the Preliminary and Final PUD. **M. Werden** asked, did this change come about because you reduced the number of parking spaces? **A. Reinke** yes and that changed the site lines. Now it makes more sense to relocate the foliage on top of the retaining wall versus the trees that might take longer to grow and achieve the desired screening. **M. Werden** it is perceived that the forsythia would be fuller and growth would be fairly fast to get to a respective height. **A. Reinke** correct. You are not going to have gaps. There is a vertical issue and a horizontal issue. I think the forsythia are going to be more dense and more continuous than trees. Also, it would take time for the trees to grow to really achieve the desired effect. **M. Werden** asked, would you be eliminating all of the trees? **A. Reinke** yes. **B. Bucaro** there was a staff-approved Landscape Plan. How did this come about? **K. Stone** the Landscape Plan was originally approved in 2021. The parking was about 35' from the south property line. During construction, the developer chose to reduce the size of the parking area. It is now about 100' from the last row of parking along the south property line. Staff has the authority to approve adding green space. Staff approved that plan because the landscaping was consistent with what was originally approved. Now the petitioner is requesting to put the forsythia shrubs along the length on top of the retaining wall now that they can see the actual grades. **M. Werden** with the parking farther north away from the retaining wall, this might have the potential for screening headlights better at night. **K. Stone** these are parking spaces that are typically used for the service area and is not customer parking. **J. Eboli** stated, that lot is used for auto inventory storage. There is not a lot of coming and going. **B. Bucaro** I do not see headlights being an issue. You indicated that there will be no trees at all. It is just a hedge line all the way across? **J. Eboli** when the plan was originally approved, the elevation differences between a neighbor to the south standing in their back yard and the top of the parking lot of the automotive mall could have been taken into consideration. The intent was to provide a green visual for the neighbors so that they would not see into the detention area. In the current scenario where the top of the retaining wall is and the slope down to the neighbor's yards, if we planted trees as planned, it would take 3 to 4 years to provide the green screening. The neighbors would continue to see the detention area for that period of time. If we elevate the plantings to the top of the retaining wall, it would grow faster and provide a natural green fence at a much quicker rate. The idea was to achieve the plan more quickly, but achieve it fully. **M. Werden** how soon would this be planted if this is approved? **J. Eboli** immediately. We are ready to go. The top of the retaining wall is prepped for the plants. We would start immediately. **M. Werden** that area needs greenery. I see the potential for this looking better. You would have a seasonal change with the forsythia. **B. Bucaro** this has changed drastically. I do not see screening as the issue because the wall is so much farther back. I see a nice aesthetic landscape and maybe there is a better way to do it than just a solid hedge. I like the idea of trees and height differences and not just something that looks like you are trying to hide something. Now with the slope, there is land to work with that could be much more appealing and landscaped for aesthetics rather than landscaped for



Village of Bartlett  
Planning and Zoning Commission  
October 3, 2024

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screening. **J. Eboli** where the top of the retaining wall is now versus the tops of the homes to the south fences, there is a big elevation slope up and the only way to achieve the neighbors not being able to see the detention area is to plant a green wall of some kind. We believe we have the right set of plants to do that, but we are open to suggestions. **T. Ball** stated, having watched plants my whole career over the last 40 years, I was looking for creating something that is going to be present sooner than later. I have seen spruce and pines take 6 to 8 years to go from 8' to 12' to 14' tall. That is a long time to wait to screen that wall. The forsythia can grow from 2' for in the next year to 5 to 6' tall. The forsythia has good seasonal qualities and density. It is a singular statement, which I do not like doing traditionally, but this fits the conditions and is going to produce and survive, which is not easy to do these days with the diseases we have with plants. This softens this condition in the long term and in the short term. This is a hardy plant that is going to be there for a long time. **J. Battermann** would the forsythia go between the retaining wall and in front of the chain link fence? **T. Ball** it would grow through the chain link fence in the ground and come up on the other side over time. **J. Battermann** does this plant need a lot of water and is there potential of a dying plant since it is on a slope? **T. Ball** this is a unique condition. Most plant materials need water to stabilize through the first season. The property owner does maintain their landscape. **J. Battermann** the area between the retaining wall and the neighbor's fence is where they were originally planning to plant the 6' evergreens. What will happen to that space? **J. Eboli** that space would be maintained as part of our regular maintenance. **B. Bucaro** right now, there is not a whole lot of grass back there. Would that be seeded or sodded from the neighborhood fence to your wall? **J. Eboli** it is mostly grass back there now. There is a little bit of dirt and weeds. We were waiting to go this process before we put grass in. It is really for the overall aesthetic and quality of the dealership. From the neighbor's yards, they would never be able to see that grass because they have 6' fences and by the time you look at the retaining wall, it was not been viewed, but it will be maintained.

**M. Werden** opened the public hearing.

**John Liberg** 1276 Highpoint Ct, Bartlett stated, my wife and I have lived on our street for just over 4 years and we have seen changes made over those years. Recently, they have done major excavation where we got to enjoy a lot of noise and dust over the cars and house. Fortunately, that part is finished. With the plan to get rid of the trees, my first thought is that this is a significant way to reduce their cost of the landscaping. I like the idea of seeing some trees there. They do not necessarily need to have as many trees as in the initial plan. The concrete wall looks like a prison and does not look very nice. My main concern is the space between my fence and their fences. There are a lot of weeds. There are so many weeds that they have spread into our back yard and I have had to pull weeds out of our grass for the past couple of years. I would hope that the plan would include grass and shrubs with something that is mowed if it is low. We will not see it, but I do not want to see the effects of the noxious weeds spreading into our yard and garden. Other than that, both plans have good features to them.

**Devarsh Patel** 1250 Highpoint Ct, Bartlett stated, I live right behind the Genesis building. The main reason I am here is to talk about the space between the fence and the retaining wall. It was pretty much all weeds coming out of that space and ended up in the grass in our back yard. The last 2 feet of our grass is covered in weeds right now. It got cleaned up a few weeks back, which is good, but there is absolutely no grass and I would suggest trees or shrubs planted so that we do not face the



Village of Bartlett  
Planning and Zoning Commission  
October 3, 2024

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same issues again and again. Even before the construction, because of the grade, there used to be taller trees which used to retain water and when they took those out before the construction started, there was a couple of days of rain and all the water destroyed half of our back yard. They put about a foot of stone at the end of the fence, but everything is still coming through the fence. I would appreciate if it was more cleaned up with shrubs and trees planted.

**J. Eboli** once we get through this process and enhance the current ugly grass that is there, we can seed and take care of it to a better extent where it would actually be a lawn with zero potential for mud to seep under the fences to the south. It certainly would be something that we and our landscapers would be on the lookout for at all times. The last thing we want to do is invade anyone's yard with mud or sludge. The idea to provide a green screen or a green wall in a quicker and prettier fashion should make everyone happy and achieve the original intent of the plan. **J. Battermann** do you think putting trees in that space would hinder the maintenance of the grass there? **J. Eboli** it would make it more challenging, but it could be done.

**Dohleyann Jordan** 1256 Highpoint Ct, Bartlett stated, I live on the corner by Moretti's and the dealership. I have spent over \$100,000 on my backyard. I have a koi pond and as you can imagine, I am outside a lot during the warmer months. I am constantly looking from the upstairs window at the pond and to be quite honest, the only thing I see from the upstairs window once I look past my pond is the fence. I can see every inch of space behind the fence. They are right, when I am in my backyard, I cannot see what is behind the fence other than the weeds that are coming through the fence and there are quite a few coming through the fence. When I am upstairs, trying to enjoy my backyard, all I see is brown dirt and weeds at the bottom level of behind the fence and the level of the retaining wall with the chain-link fence appears to have some form of weeds or wild flowers.

**J. Eboli** the intent of the plants is to grow tall enough to screen the detention area. There is an underground detention system designed to absorb water and live in a natural state. The best way to eliminate that for this gentleman would be to plant something that grows tall enough. I do not know if we could ever achieve something that you would not see from the second floor, but at least it would be eliminated to great extent with a much prettier visual than just looking at the detention area.

**D. Jordan** I am struggling with where the blades of grass are. Call it the wild flower area above the retaining wall and on the level directly above the fence, I see more what appears to be hard dirt with weeds growing out of it. I struggle to see where the grass is and if I am being honest, I have never seen anyone mowing anything and have not seen anything for them to mow. **J. Eboli** we spent a couple of weeks back there trying to clean that up. **D. Jordan** yes, they did and that was a result of my wife calling the Village and asking, "when is the landscaping going to happen behind the dealership?" At that point, cars were in and sales were happening. My wife called the Village and after a couple of weeks of discussion, we were told that things were going to start getting cleaned up. Things did get cleaned up, but we were expecting landscaping. I understand that trees take time to grow. The same people that put my pond in put forsythias in my yard and they are very pretty for 7-10 days, but then they are just green shrubs. They are not attractive. I am now pulling them out. I would honestly prefer trees over forsythias. I would at least like to see a mix of trees and forsythias so that we get what we



Village of Bartlett  
Planning and Zoning Commission  
October 3, 2024

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were expecting when you promised us beautification back there. For me, the forsythia alone does not represent beautification.

**Mike Burkart** 1264 Hight Point Ct, Bartlett stated, I live behind the dealership and I would like trees to cover the dirt and weeds. I have not seen any grass there. I feel like if you just put bushes there, it will not cover anything up. A mix of trees and shrubs that they could maintain, I think would help. Right now, it is weeds and dirt with no grass. Something taller to cover the chain-link fence and if it takes a little time to grow, that is not a big deal, but for us, to know that something is coming would help.

**M. Werden** the weeds and mud are going to go away once something is planted. I like the idea of getting screening in right away, but also a few trees spaced for variety. **B. Bucaro** between the neighbor's fences and wall today needs work. I was out there today and took pictures. It needs a lot of work. I understand the petitioner is waiting for approval, but that area needs to be greatly improved. On the hill, is that an underground detention area? **J. Eboli** the area beyond the retaining wall and the short chain-link fence that goes up to the dealership parking lot has an underground detention area. That area lives in a natural state. The idea is to block that out. The neighbors are absolutely right, between the retaining wall their fences, the sloping area where the trees were originally supposed to go is ugly with grass and dirt. It cannot be seen from their yards, but it can be seen from the second floor. We were just waiting to get through today to not only hopefully plant the hedges at the top of the retaining wall, but also beautifying the area between the retaining wall and the fence with nice looking grass so that when they are on the second floor of their homes it is not just a dirt and grass area. It is not a huge area, but it is an area that should be maintained. **M. Werden** the slope would still primarily be grass that you would cut. **J. Eboli** yes, and hopefully, we will get it to the condition of a lawn like the rest of the perimeter of the dealership where we are cutting green grass. Right now, it is somewhere between the original development phase and green grass. It is not weeds, it is cut down flat, it is not pretty. We will make it pretty, but it certainly is not today. I agree with the neighbors, it needs to look nicer so that when you are looking out your second-floor window, you see something decent.

**B. Bucaro** all of the attention has been to the south, but from the Moretti's side and that parking lot, there is not a lot going on back there, but what is the plan for the east lot line in the back? The original plan had trees. Is something being done back there? **J. Eboli** we asked Moretti's if we could cut their weeds down so that we could access the back area in order to beautifying it and they were happy to cooperate with us. We are actually currently maintaining their west property line and our east property line. **B. Bucaro** is the underground area just going to grow wild? **J. Eboli** that would be like any other detention pond where you want the natural plants to grow there to absorb the rainwater and slow the absorption rate of the rainwater. There are pipes underground that go from the east end to the west end. It is designed for a 100-year event. That will be kept in a natural state absorb the rainwater. **B. Bucaro** the Moretti's parking lot between your retention wall that goes north/south and the Moretti's parking lot where the pavement ends, where is the lot line? **J. Eboli** we own about 1 foot on the other side of the retaining wall. **B. Bucaro** there are trees along Lake Street and landscaping. **J. Eboli** yes, that is per the original landscape plan. The only landscaping that is not in per the original landscape plan is the area to the south. **K. Stone** I think that part of what you are asking is why was there room for landscaping in the front and there is not room for it in the back. That is because of the retaining wall.



Village of Bartlett  
Planning and Zoning Commission  
October 3, 2024

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The retaining wall on a piece of paper appears as a very small line, but in actuality, when you build it, that takes up some of the distance. There is about 5' in front along the property line and as you move further south, it narrows down to 1 foot. That is why we eliminated some of the plantings at the east property line along the rear of the property so that there could be access to the back without encroaching into Moretti's property.

**B. Bucaro** I would just like to see something more than a hedge on the top. When the original plan was approved, the residents who were going to look at that were going to see something very different than what is proposed now. **J. Eboli** absolutely and the motivation for this is that the original plan would not provide that green visual for a lot longer than what we are proposing now. We certainly could augment our proposal and plant trees, but we are still talking about a number of years before the trees have any impact. We felt like we were planting for the sake of planting and making it harder to maintain the grass area. **B. Bucaro** yes and now, when you look at the landscaping that we require in the industrial parks and for any new facility, we understand that they cannot put in big trees, but the trees will grow and if these home owners stay for years, they will see the difference. **J. Eboli** we felt like what we are proposing would eliminate the need for that because there already would be a green visual. Assuming we are 5 years down the road and the hedges that we want to plant are there and grown and these trees ultimately catch up, it would just be green on top of green. We could work with the Village on the number of trees and strategically place them to get maximum benefit. **B. Bucaro** does your landscape designer have any comments on that? **T. Ball** I would want to make a condition that is going to thrive and become something that will last lifetimes. I could envision shade trees there. Scattering a few shade trees on that slope would be above the 8' cedar fence would drop leaves. The evergreen trees are what I was concerned about in terms of being so dense that they are going to grow into each other and shade each other out in the long term. In the short term, they are going to be points that are 6' apart and do nothing to screen what is there. Over time, they will have a dense greenery and that will fade away and have to start over again. **B. Bucaro** I thought maybe the original landscape plan had too much, but now there is not enough. I would like for you to work with staff to come to an understanding. **K. Stone** would 2 trees behind each residential lot with a mixture of evergreens and deciduous trees spaced out behind the 6-1/2 lots, which would be 13 trees, is that something that would be a reasonable compromise that we could make as a condition to keep this project moving forward. That would be about 1/3 of what was originally planned. You could do a mixture of evergreens and deciduous. **J. Eboli** if that is what would make everyone happy. The idea is to provide a green space. If there is a compromise to put trees in the sloping area that would be ideal. **K. Stone** asked, is 13 trees reasonable? **D. Jordan** stated that 13 trees are better than zero. There were quite a few trees there when the homes were built and most of those trees were removed. There are no trees back there any longer. It looked like the original plan had a mix of shade trees and evergreens. I would like to see a mix of shade trees and evergreens. If forsythias make sense on the upper level, I am okay with that if you cannot get trees up there, but again, beautification is the key. The exception was that would have the beautification. If you do not do it, I would have to figure out how much more money I would have to spend in my own backyard and wait for those trees to grow.

**M. Werden** beautification is the key factor. I am impressed that everyone has spoken very kindly tonight. I think this is a chance to come up with a good compromise.



Village of Bartlett  
Planning and Zoning Commission  
October 3, 2024

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**A. Reinke** we are going to make it absolutely beautiful back there. We will plant the forsythia on the top of the wall and add 13 trees, 2 behind every residential lot. We will come up with a landscape plan and coordinate with staff about what types of trees and where. Everyone realizes it will take a few years before those trees are what we want them to be. That is a reasonable compromise that we can work out in relatively short order.

**B. Bucaro** made a motion to pass along **a positive recommendation** to the Village Board to approve case **(#24-16) Bartlett Automotive Mall** to amend the Preliminary/Final PUD Plan subject to the conditions to add 13 trees, a combination of deciduous and evergreen trees on the land between the retaining wall and the south property line and the findings of fact outlined in the staff report.

**Motioned by: B. Bucaro**

**Seconded by: J. Miaso**

**M. Werden** closed the public hearing.

**Roll Call**

**Ayes: B. Bucaro, J. Kapadoukakis, J. Miaso, A. McSwane, J. Battermann, M. Werden**

**Nays: None**

**The motion carried.**

**BARTLETT AUTOMOTIVE MALL, LLC**  
**Robert P. Loquercio, Manager**  
**1600 West Lake Street**  
**Streamwood, IL 60107**  
**bloquercio@blautogroup.com**  
**(312) 403-2100**

August 27, 2024

*Transmitted via Personal Delivery*

President and Board of Trustees  
Village of Bartlett, Illinois  
c/o Paula Schumacher, Village Administrator

By your Ordinance #2021-12 (the “**PUD Ordinance**”) enacted by you on December 14, 2021, the Village approved the development of the “West Parcel” (common address of 1201 W Lake St., Bartlett, IL) for use in connection with a Hyundai dealership and a Kia dealership.<sup>1</sup> As part of the approvals given in the PUD Ordinance, the preliminary landscape plan prepared by Gary R. Weber Associates, Inc. dated November 1, 2021 regarding the West Property was approved (the “**West Property Landscape Plan**”).

Now that the West Property has been developed, we have determined that the landscaping to be installed along the south boundary of the West Property pursuant to the West Property Landscape Plan will be of little or no value to the neighbors to the south. As such, we request that the Village amend the approved Site Plan and PUD for the West Property to approve the revised landscape plans of Gary R. Weber Associates submitted along with this 2024 Rezoning Application. We believe that the following would be an appropriate “findings of fact” to support the requested amendment:

*The current Site Plan as it pertains to and requires certain landscaping along the south end of the West Property will not, by reason of topography, serve the intended purpose of providing effective and attractive screening for the neighbors to the south. The landscape plans submitted along with this 2024 petition to amend the Site Plan and PUD will more effectively achieve that goal.*

*There is sufficient mixture of grass, trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public. Any part of the site plan area not used for buildings, structures, parking or accessways shall be landscaped with a mixture of grass, trees and shrubs. (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements)”*

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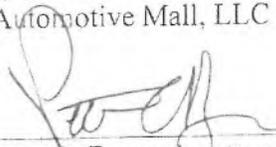
<sup>1</sup> This Ordinance also approved other matters relative to those dealerships and other nearby property.

For the avoidance of doubt, we are not seeking to rezone the West Property but, instead, to simply amend the PUD Ordinance with respect to the landscaping issue addressed above.

Should you have any questions, please contact the Petitioner's Project Manager, John Eboli, whose cell phone is (224) 340-9369 or our attorney, Peter C. Bazos.

Very truly yours  
Bartlett Automotive Mall, LLC

By: \_\_\_\_\_

  
Peter C. Bazos, its attorney



# VILLAGE OF BARTLETT REZONING APPLICATION

**For Office Use Only**

Case # 24-16

RECEIVED

AUG 26 2024

PLANNING & DEVELOPMENT  
VILLAGE OF  
BARTLETT

PROJECT NAME: Elgin Hyundai / Genesis (Bartlett, IL)

**PETITIONER INFORMATION (PRIMARY CONTACT)**

Name: Bartlett Automotive Mall, LLC

Street Address: 1600 W. Lake Street

City, State: Streamwood, IL Zip Code: 60107

Email Address: bloquercio@blautogroup.com Phone Number: \_\_\_\_\_

Preferred Method to be contacted See Dropdown

**PROPERTY OWNER INFORMATION**

Name: Same

Street Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

**PROPERTY INFORMATION**

Common Address/General Location of Property: 1201 W. Lake Street, Bartlett

Property Index Number ("Tax PIN"/"Parcel ID"): 06-28-102-015-0000 and 06-28-202

Zoning: Existing: B-3 PUD Land Use: Existing: Commercial  
(Refer to Official Zoning Map) Proposed: Commercial  
Proposed: B-3 PUD

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

Acreage: \_\_\_\_\_ Number of Lots/Units: \_\_\_\_\_

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

Attorney Peter C. Bazos

Surveyor n/a

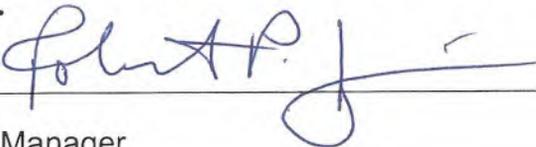
Other Request to amend Ord. 2021-112 See attached Cover Letter

**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: 

PRINT NAME: Robert P. Loquercio, Manager

DATE: August 26, 2024

**REIMBURSEMENT OF CONSULTANT FEES AGREEMENT**

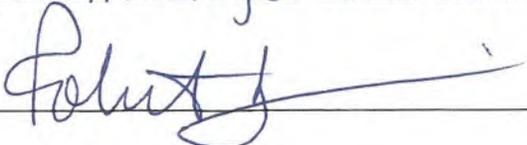
The undersigned hereby acknowledges his/her obligation to reimburse the Village of Bartlett for all necessary and reasonable expenses incurred by the Village for review and processing of the application. Further, the undersigned acknowledges that he/she understands that these expenses will be billed 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: Bartlett Automotive Mall, LLC

ADDRESS: 1600 W. Lake Street  
Streamwood, IL 60107

PHONE NUMBER: 847-628-2804

EMAIL: projectmanager@blautogroup.com

SIGNATURE: 

DATE: \_\_\_\_\_

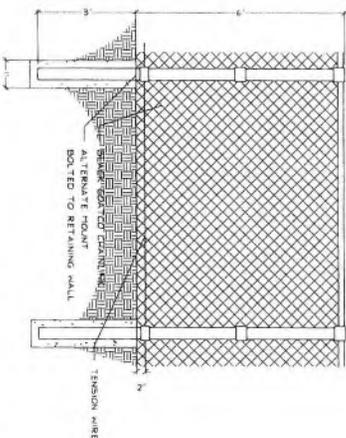


# Location Map

1201-1215 W. Lake St  
Bartlett Automotive Mall



0 40 80 160 US Feet



**VINYL CHAINLINK FENCE DETAIL**  
NOT TO SCALE

GARY R. ASSOCIATES  
LAND PLANNING & ECOLOGICAL LANDSCAPE ARCHITECTURE  
402 WEST LEXINGTON  
WHEATON, IL 60187  
PHONE: 630-261-1111



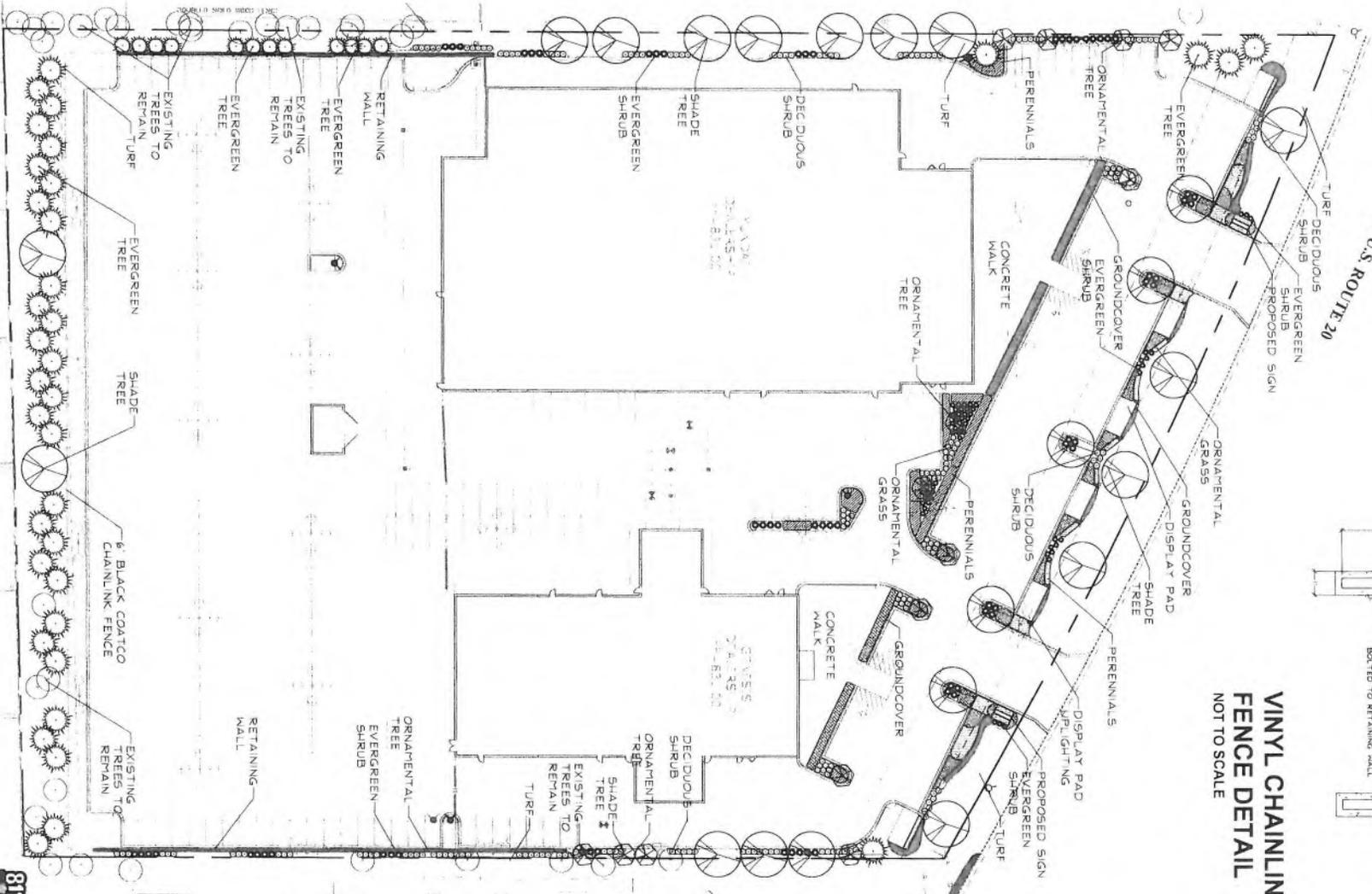
ONE BROTHERS  
RWG ENGINEERING  
975E 2ND ST  
WHEATON, IL 60187

APPROVED BY ORD #2021-112

# HYUNDAI GENESIS DEALERSHIP

1201 & 1215 W. Lake Street  
Bartlett, IL

## PRELIMINARY LANDSCAPE PLAN



REVISIONS	DATE
2	11 22 2021
1	11 11 2021

DATE	11 01 2021
PROJECT NO.	RWG2110
DRAWN	NDS
CHECKED	GFB
SHEET NO.	





# Agenda Item Executive Summary

**AGENDA ITEM:** #2024-15 Resubdivision of the Townhomes at the Grasslands

**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 petitioner is requesting approval of the Final Resubdivision/PUD Plat and Final PUD Plan for the Townhomes at the Grasslands Subdivision. The purpose of this resubdivision is to eliminate potential tax assessment errors.

The overall layout of the development remains unchanged. The subdivision will still consist of a total of 115 units in 23 buildings.

The Planning & Zoning Commission reviewed the petitioner's requests at their October 3, 2024 meeting and recommended approval subject to the conditions and findings of fact outlined in the staff report.

This item is being directed straight to Board in order for the Cook County Assessor's Office to re-assign new PINs for the individual units.

## ATTACHMENTS (PLEASE LIST)

PDS Memo, ordinance with exhibits, P&Z meeting minutes, cover letter, application

## RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: \_\_\_\_\_

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 Approving a Final Resubdivision/PUD Plat and Amended PUD Plan for the Grasslands Subdivision Phase 2 (Townhomes at the Grasslands)
- Motion

Staff: Kristy Stone, PDS Director

Date:

October 8, 2024

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**  
**24-81**

DATE: October 8, 2024  
TO: Paula Schumacher, Village Administrator  
FROM: Kristy Stone, PDS Director *KS*  
RE: **(#24-15) Resubdivision of Townhomes at the Grasslands**

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**PETITIONER**

Steven C. Bauer on behalf of D.R. Horton

**SUBJECT SITE**

East side of Naperville Road, north of the railroad tracks

**REQUEST**

**Final Resubdivision/PUD Plat  
Final PUD Plan**

**SURROUNDING LAND USES**

	<b><u>Land Use</u></b>	<b><u>Comprehensive Plan</u></b>	<b><u>Zoning</u></b>
<b>Subject Site</b>	<b>Vacant</b>	<b>Residential</b>	<b>PD</b>
North	Townhomes	Residential	SR-5 PUD, SR-6 PUD
South	Vacant	Residential	PD
East	Single Family	Residential	ER-2
West	Vacant	Commercial	R4*

\*Cook County – Single Family Residence

**BACKGROUND**

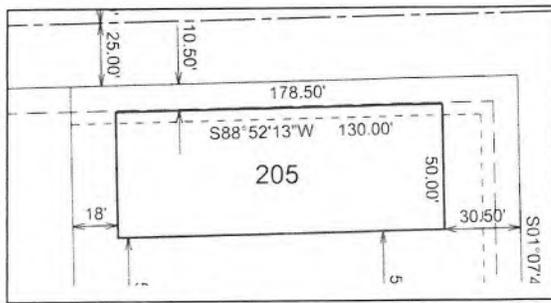
Ordinance #2021-68 approved the Planned Development Agreement between Bartlett 59 LLC and the Village of Bartlett for the Grasslands Subdivision.

Ordinance #2021-69 approved the rezoning of the property to the PD (Planned Development) Zoning District, the preliminary subdivision plat/preliminary PUD plan, granted special use permits for a planned unit development and wetlands and amended the future land use plan to develop the Grasslands Subdivision. The property was proposed to be developed in three (3) phases.

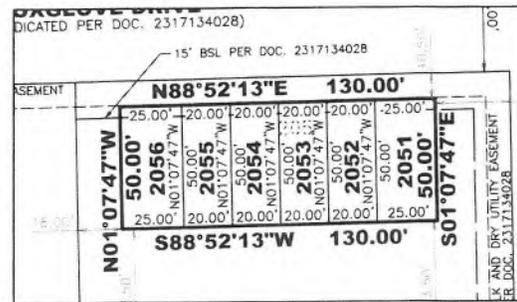
Ordinance #2022-95 approved the Final Subdivision and PUD Plan for the Townhomes at the Grasslands.

**DISCUSSION**

1. The petitioner is requesting approval of the **Final Resubdivision/PUD Plat** and **Final PUD Plan** for the Townhomes at the Grasslands Subdivision. The purpose of this resubdivision is to eliminate potential tax assessment errors.
2. The previously recorded plat for the subdivision showed a single lot for each townhome building. Cook County assigns each townhome unit within the lot a condo parcel index number. D.R. Horton has submitted a plat of subdivision and PUD plan that divides each townhome lot into multiple fee-simple lots.



Approved Final Subdivision Plat



Proposed Resubdivision Plat

3. The overall layout of the development remains unchanged. The subdivision will still consist of a total of 115 units in 23 buildings with five 6-unit buildings, fourteen 5-unit buildings and four 4-unit buildings.

**RECOMMENDATION**

1. The Staff recommends approval of the petitioner's requests for a Final Resubdivision/PUD Plat and Final PUD Plan for the Townhomes at the Grasslands subject to the following conditions and Findings of Fact:
  - a. All construction traffic shall exit the site southbound on Naperville Road and appropriate signage installed;
  - b. Proposed CCR's shall be reviewed and approved by the Village Attorney prior to the recording of the final plat of resubdivision/PUD;
  - c. Compliance with the satisfaction of the terms and conditions of the Planned Development Agreement between Bartlett 59 LLC and the Village of Bartlett;
  - d. Findings of Fact (Final PUD Plan):
    - i. That the proposed townhomes are a permitted use in the PD Zoning District;
    - ii. The Planned Unit Development is designed, located and proposed

to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected;

- iii. The Planned Unit Development will not substantially lessen or impede the suitability for adjacent permitted uses and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity;
  - iv. The Planned Unit Development shall include impact donations in accordance with the Bartlett Donation Ordinance as set forth in the Planned Development Agreement;
  - v. The Final PUD Plan will provide adequate utilities, drainage and other necessary facilities;
  - vi. The Final PUD Plan provides adequate parking and ingress and egress and be so designed as to minimize traffic congestion and hazards in the public streets;
  - vii. The Final PUD Plan shall have adequate site area, which area may be greater than the minimum in the district in which the proposed site is located, and other buffering features to protect uses within the development and on surrounding properties;
  - viii. The Developer shall be required to provide reasonable assurance that, if authorized, the Planned Unit Development will be completed according to schedule and adequately maintained.
2. The Planning & Zoning Commission reviewed the petitioner's requests at their October 3, 2024 meeting and recommended approval subject to the conditions and findings of fact outlined in the staff report.
  3. An ordinance with exhibits, minutes of the P&Z Commission meeting and additional background information are attached for your review.

ORDINANCE 2024 - \_\_\_\_\_

**AN ORDINANCE APPROVING A FINAL RESUBDIVISION/PUD PLAT AND AMENDED FINAL PUD PLAN FOR GRASSLANDS SUBDIVISION PHASE 2 (TOWNHOMES AT THE GRASSLANDS)**

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**WHEREAS**, on or about July 20, 2021, the Village of Bartlett (the "**Village**") and Bartlett 59, LLC entered a certain Planned Development Agreement (the "Planned Development Agreement") concerning the 192.023-acre mixed-use development of vacant land owned by Bartlett 59, LLC (the "**Subject Property**") to be developed in three (3) phases and which agreement is hereby expressly incorporated herein by this reference; and

**WHEREAS**, pursuant to the terms of the Planned Development Agreement, on or about July 20, 2021, the Village passed Ordinance No. 2021-69, which approved a Rezoning, Preliminary Subdivision Plat/Preliminary PUD Plan, and Special Use Permits for the Grasslands Subdivision; and

**WHEREAS**, pursuant to the terms of the Planned Development Agreement, on or about May 3, 2022 the Village granted Bartlett 59, LLC's petition to subdivide and redevelop a 122 +/- acre portion of the Subject Property (the "Grasslands Phase 1 Property"), pursuant to Ordinance No. 2022-31, which approved a Final Subdivision/PUD Plat and Final PUD Plan for the Grasslands Subdivision Phase 1; and

**WHEREAS**, Bartlett 59, LLC subsequently sold the Grasslands Phase 1 Property to D.R. Horton, Inc. – Midwest ("**D.R. Horton**"), along with an additional 70.048-acre portion of the Subject Property legally described on **Exhibit A** (the "Grasslands Phase 2 Property") to be developed with townhomes as the Grasslands Subdivision Phase 2-Townhomes at the Grasslands; and

**WHEREAS**, pursuant to Ordinance No. 2022-95, approved on October 18, 2022, the Village Board of Trustees approved a Final Subdivision/PUD Plat and Final PUD Plan for the Grasslands Subdivision Phase 2 – Townhomes at the Grasslands; and

**WHEREAS**, D.R. Horton filed a subsequent petition with the Village seeking approval of (1) a Final Resubdivision/PUD Plat of the Grasslands Phase 2 Property to create individual lots of record for each townhome unit; and (2) an Amended Final PUD Plan to reflect the revised lot configuration for each townhome unit (collectively, the "**Petition**"); and

**WHEREAS**, On October 3, 2024, the Bartlett Planning and Zoning Commission reviewed the Petition, recommended to the Corporate Authorities that the Petition be granted, subject to the conditions and findings of fact set forth in its report; and

**WHEREAS**, the Corporate Authorities have considered the recommendation of the Bartlett Planning and Zoning Commission and have determined that it is in the public

interest of the Village and its residents to approve the Petition, subject to the terms and conditions 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 1. Recitals.** The recitals listed above are incorporated into this Ordinance as if fully set forth in this Section 1.

**Section 2. Findings of Fact.**

A. **Amended Final PUD Plan.** Based in part on the conditions set forth in Section 5 of this Ordinance, the Corporate Authorities make the following findings of fact regarding the Petitioner's application for approval of an Amended Final PUD Plan for the Subject Property:

- i. That the proposed townhomes are a permitted use in the PD Zoning District.
- ii. The Planned Unit Development is designed, located and proposed to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected.
- iii. The Planned Unit Development will not substantially lessen or impede the suitability for adjacent permitted uses and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity.
- iv. The Planned Unit Development shall include impact donations in accordance with the Bartlett Donation Ordinance as set forth in the Planned Development Agreement.
- v. The Final PUD Plan will provide adequate utilities, drainage and other necessary facilities.
- vi. The Final PUD Plan provides adequate parking and ingress and egress and be so designed as to minimize traffic congestion and hazards in the public streets.
- vii. The Final PUD Plan has adequate site area, which area may be greater than the minimum in the district in which the proposed site is located, and other buffering features to protect uses within the development and on surrounding properties.
- viii. The Developer has provided reasonable assurance that, if authorized, the Planned Unit Development will be completed according to schedule and adequately maintained.

**Section 3. Amended Final PUD Plan.** The Amended Final PUD Plan, prepared by Gary R. Weber Associates, Inc., and dated June 6, 2024 (“*Final PUD Plan*”), attached hereto as **Exhibit B**, is hereby approved, subject to the conditions contained in Section 5 of this Ordinance.

**Section 4. Final Resubdivision/PUD Plat.** The Final Resubdivision/PUD Plat for the Townhomes at the Grasslands, prepared by Mackie Consultants, LLC, and with a most recent revision date of April 2, 2024 (“*Final Plat of Subdivision*”), attached hereto as **Exhibit C**, is hereby approved.

**Section 5. 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. 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.
- B. If any public improvements are required for the Petitioner’s use of the Subject Property, the Petitioner must execute and deliver to the Village a Public Improvements Completion Agreement with the Village agreeing to construct, complete, and fully pay for all of the on-site and off-site public improvements in strict compliance with the final engineering plans as approved by the Village Engineer and in compliance with the Bartlett Subdivision Ordinance, and the Petitioner must post the necessary security with the Village to ensure the construction and maintenance of such public improvements, all of which will be subject to review and approval by the Village Attorney.
- C. Ordinance No. 2021-69, Ordinance No. 2022-31, and Ordinance No. 2022-95 remain in full force and effect to govern the Subject Property, except as expressly modified by this Ordinance.
- 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 jurisdiction.

- E. The development, maintenance, and use of the Subject Property must be in substantial compliance with the final plans attached hereto as Exhibit B and Exhibit C, and additional final plans as approved by the Village Engineer and Planning & Development Services Department, except for minor changes to such plans as approved by the Director of Planning & Development Services and the Village Engineer.
- F. All construction traffic shall exit the site southbound on Naperville Road and appropriate signage must be installed by the Petitioner.
- G. Proposed CCR's for the Townhomes at the Grasslands shall be reviewed and approved by the Village Attorney prior to the recording of Final Resubdivision/PUD Plat.
- H. D.R. Horton must comply with and satisfy the terms and conditions of the Planned Development Agreement between Bartlett 59 LLC and the Village of Bartlett.

**Section 6. Severability.** In the event a court of competent jurisdiction finds this Ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

**Section 7. 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 8. Effective Date.** This Ordinance shall be in full force and effect after its passage and approval according to law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

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Kevin Wallace, Village President

ATTEST:

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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 October 15, 2024, and approved on October 15, 2024, as the same appears from the official records of the Village of Bartlett.

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Lorna Giless, Village Clerk

**EXHIBIT A**

*Legal Description*

**LEGAL DESCRIPTION – GRASSLANDS PHASE 2 (TOWNHOMES):**

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

TRACT 1:

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

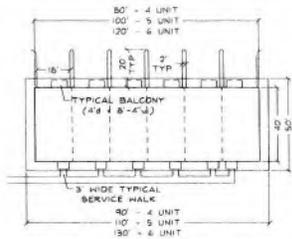
THAT PART TAKEN FOR NAPERVILLE ROAD,  
CONTAINING 70.048 ACRES MORE OR LESS.

**EXHIBIT B**

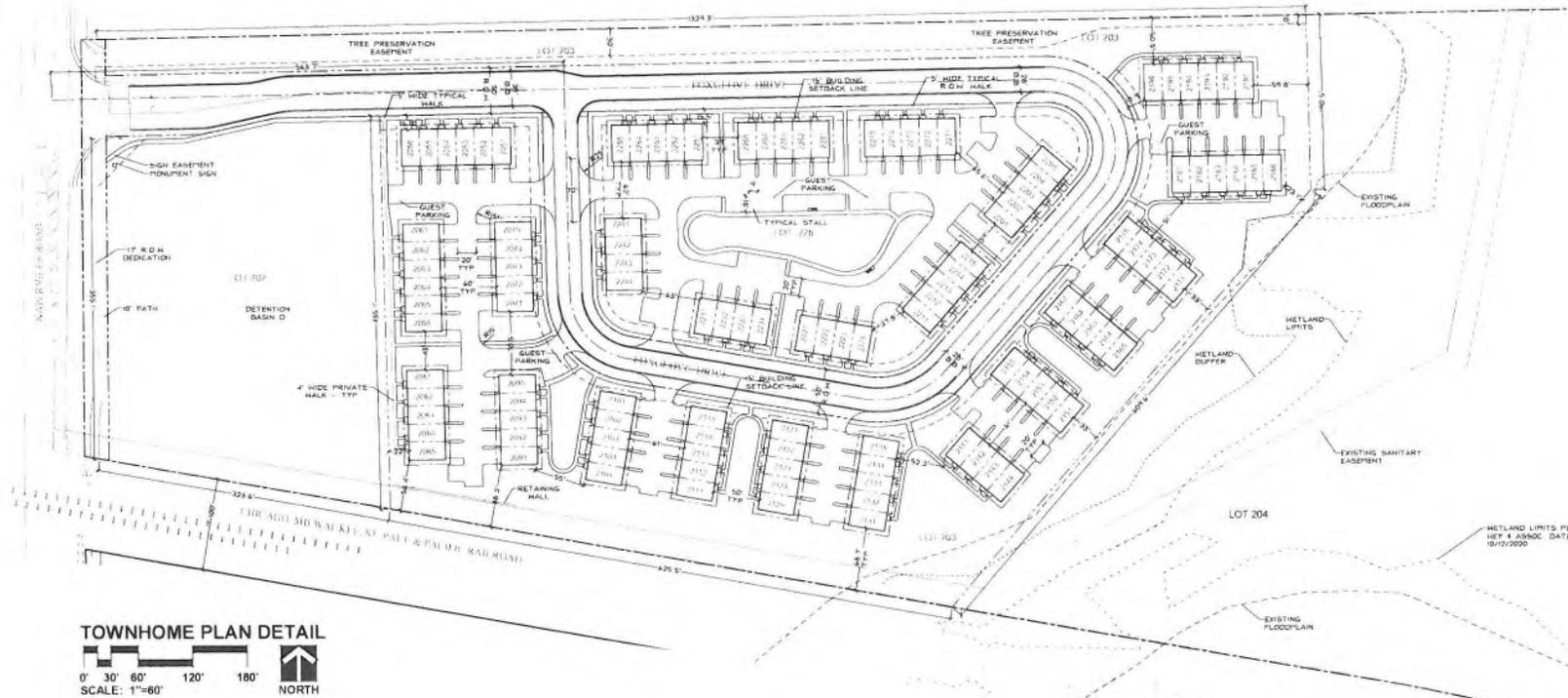
*Amended Final PUD Plan*

### TOWNHOME SITE DATA

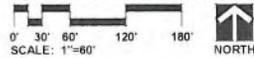
	Square Footage	Acres	% of Site
<b>Net Site Area*</b>	3,042,696	69.825	100.00%
<small>*Includes Lots 201, 202, 203 &amp; 204</small>			
<b>Town Home Units</b>	115		
<b>Net Density</b>	7.25 DUs / AC		
<b>Building Coverage</b>	101,332	7.327	3.22%
<b>Pavement Coverage</b>			
Drivays & Entrances	112,721	2.103	3.86%
Walks	14,108	0.343	0.46%
General Station	2,709	0.002	0.01%
<b>Total Pavement</b>	130,412	3.109	4.44%
<b>Total Impervious Coverage</b>	236,784	5.435	7.78%
<b>Open Space</b>			
Detention Pond	127,056	2.846	4.56%
Preservation Easement	51,762	1.189	1.70%
Wooded Easement	2,361,478	54.212	77.36%
Common Areas	153,660	3.526	2.04%
<b>Total Open Space</b>	2,894,296	61.652	88.26%
<b>Dedicated Right-of-Way</b>	115,075	2.742	3.77%
<b>Parking</b>			
2 Car Garage	230 Spaces		
Off Street Drive Parking	230 Spaces		
Guest On Street Parking	35 Spaces		
<b>Total Parking</b>	495 Spaces		
<b>Total Cars / Unit</b>	4.34		



TYPICAL TOWNHOME DETAIL  
SCALE: 1"=30'



### TOWNHOME PLAN DETAIL



**GRWA**  
GARY R. WEBER  
ASSOCIATES, INC.  
LAND PLANNING  
ECOLOGICAL CONSULTING  
LANDSCAPE ARCHITECTURE  
407 W. LIBERTY DRIVE  
WHEATON, ILLINOIS 60187  
PHONE: 630-669-1197

**D-R HORTON**  
*America's Builder*  
1791 E. GOLF ROAD, SUITE 925  
SCHUMBERG, IL 60193  
MACKIE CONSULTANTS, LLC  
1635 W. HIGGINS RD, STE. 500  
ROSEMONT, IL 60018

**THE GRASSLANDS - PHASE 2**  
BARTLETT, ILLINOIS  
**FINAL PUD PLAN**

REVISIONS

DATE: 6/27/2024  
PROJECT NO: 2323136  
DESIGN: CHS  
CHECKED: CHS  
SHEET NO:



**1 OF 1**

**EXHIBIT C**

*Final Resubdivision/PUD Plat*





Village of Bartlett  
Planning and Zoning Commission  
October 3, 2024

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**(#24-15) Resubdivision of the Townhomes at the Grasslands**

Final Resubdivision/PUD Plat

**The following exhibits were presented:**

**Exhibit A – E-mail from Steven C. Bauer, D. R. Horton**

**K. Stone** stated that D. R. Horton is requesting a Final Resubdivision and PUD Plan for the Townhomes at the Grasslands. The purpose of this is to eliminate potential tax assessment errors. The original Plat of Subdivision showed each building as an individual lot. D. R. Horton is proposing to re-subdivide each lot. It is much easier for the tax purposes with the Cook County Assessor. It is the same number of units. Nothing is changing overall on the site. This is just for tax purposes. **J. Battermann** asked, does this subdivision allow residents to move in or are we waiting on other provisions? **K. Stone** we have issued temporary certificates of occupancy to 2 units for the models. We have done final inspections on the remainder of the first building and that is ready for occupancy. This process will not hold anything up. Cook County will not assign PINs for those parcels until January. These PINs will not be reassigned until the following year.

**J. Miaso** made a motion to pass along **a positive recommendation** to the Village Board to approve case **(#24-15) Resubdivision of the Townhomes at the Grasslands** Final Resubdivision/PUD Plat and Final PUD Plan subject to the conditions and findings of fact outlined in the staff report.

**Motioned by: J. Miaso**

**Seconded by: J. Battermann**

**Roll Call**

**Ayes: B. Bucaro, J. Kapadoukakis, J. Miaso, A. McSwane, J. Battermann, M. Werden**

**Nays: None**

**The motion carried.**



RECEIVED  
PLANNING & DEVELOPMENT

AUG - 6 2024

VILLAGE OF  
BARTLETT

**VIA EMAIL**

August 2, 2024

Village President Wallace and  
Members of the Village Board of Trustees  
Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

**Re: Request for Resubdivision and Minor Planned Unit Development Amendment Approval**

Dear President Wallace and Board of Trustees:

As owner, developer and homebuilder of *The Townhomes at the Grasslands*, D.R. Horton, Inc. – Midwest ("DRH") respectfully requests final plat of subdivision approval and minor planned unit development amendment approval for the purpose of resubdividing the 23-townhome building lots established via the recorded Final Plat of Subdivision for *The Townhomes at the Grasslands* to now create 115 lots of record upon which each individual townhome unit may be located as depicted on the attached proposed final plat of resubdivision and the attached proposed Final PUD Plan. In so doing, DRH may then convey both those units and the corresponding land area on which those units are constructed to the individual purchasers thereof. In turn, the real estate tax liability of each lot will be distinctly constrained to the land area and improvements of each lot, thereby eliminating opportunity for the types of real estate tax assessment errors that DRH and its townhome homebuyers have recently experienced in similar communities in Cook County and elsewhere in the absence of such subdivision design.

For avoidance of any doubt, please note that this request for resubdivision and minor planned unit development amendment approval will not in any way alter the appearance, operation or management of *The Townhomes at the Grasslands*. To the contrary, the approvals sought will be indiscernible to the appearance and functionality of the community, its residents and its visitors.

In support of its requests for resubdivision and minor planned unit development amendment approval, DRH respectfully submits that such requests will (i) wholly honor the spirit and intent of Ordinance 2022-95 under which the Village granted final subdivision/PUD plat and final PUD plan approval for the *Townhomes at the Grasslands* and (ii) comply with Section 10-9-10-1 of the *Bartlett Zoning Ordinance*, as amended, in that no rezoning, special use(s) and or variation(s) is/are requested, and...[does] not require rezoning, a special use permit or variation," and the perimeter boundaries and dimensions of the overall townhome building lots previously created will not be altered to any extent.

We look forward to presenting this request to you and the Village Planning & Zoning Commission as soon as possible and addressing any related questions of comments Village elected, appointed or staff representatives may have.

Sincerely,

D.R. Horton, Inc. – Midwest

Steven C. Bauer  
Entitlements Manager

Attachments



# VILLAGE OF BARTLETT DEVELOPMENT APPLICATION

For Office Use Only  
Case # 24-15  
  
RECEIVED  
PLANNING & DEVELOPMENT  
  
AUG - 6 2024  
  
VILLAGE OF  
BARTLETT

**PROJECT NAME** Resubdivision of Townhomes at the Grasslands

**PETITIONER INFORMATION (PRIMARY CONTACT)**

**Name:** Steven C. Bauer for and on behalf of D.R. Horton, Inc. - Midwest

**Street Address:** 1750 E. Golf Road, Suite 925

**City, State:** Schaumburg, IL

**Zip Code:** 60173

**Email Address:** scbauer@drhorton.com

**Phone Number:** (847) 362-9100

**Preferred Method to be contacted:** Email

**PROPERTY OWNER INFORMATION**

**Name:** D.R. Horton, Inc. - Midwest

**Street Address:** 1750 E. Golf Road, Suite 925

**City, State:** Schaumburg, IL

**Zip Code:** 60173

**Phone Number:** (847) 362-9100

On behalf of D.R. Horton, Inc. - Midwest

**OWNER'S SIGNATURE:** [Signature] **Date:** 07/31/24  
*(OWNER'S SIGNATURE IS REQUIRED or A LETTER AUTHORIZING THE PETITION SUBMITTAL.)*

**ACTION REQUESTED** (Please check all that apply)

- Annexation
  - PUD (preliminary)
  - PUD (final) (PUD Amend-ment)
  - Subdivision (preliminary)
  - Subdivision (final) (Resubdivision)
  - Site Plan (please describe use: commercial, industrial, square footage): \_\_\_\_\_
  - Unified Business Center Sign Plan
  - Other (please describe) \_\_\_\_\_
- Text Amendment
  - Rezoning \_\_\_\_\_ to \_\_\_\_\_
  - 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:** Townhomes at the Grasslands Subdivision

06-33-101-001-0000 (part)

**Property Index Number ("Tax PIN"/"Parcel ID"):** 06-33-200-001-0000 (part)

06-33-201-014-0000 (part)

**Zoning:** Existing: PD Planned Development District and Special Use for PUD **Land Use:** Existing: 115 townhomes under construction  
(Refer to Official Zoning Map)

Proposed: No change to existing zoning

Proposed: 115 townhomes; same as approved

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

**Acreage:** 70.048 acres

**For PUD's and Subdivisions:**

No. of Lots/Units: 115

Minimum Lot: Area 1,000 sf Width 20 ft. Depth 50 ft.

Average Lot: Area 1,000 sf Width 20 ft. Depth 50 ft.

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

**Attorney** Steven C. Bauer  
D.R. Horton, Inc. - Midwest  
1750 E. Golf Road  
Suite 925  
Schaumburg, IL 60173

**Engineer** Kevin J. Matray  
Mackie Consultants, LLC  
9575 W. Higgins Road  
Suite 500  
Rosemont, IL 60018

**Other**

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**FINDINGS OF FACT (Standards)**

The Village of Bartlett Zoning Ordinance requires that certain findings of fact, or standards, must be met before a special use permit, variation, site plan or planned unit development may be granted. Each application for a hearing before the Planning & Zoning Commission for a special use, variation, site plan or planned unit development must address the required findings of fact for each particular request. The petitioner should be aware that he or she must present specific testimony at the hearing with regards to the findings. **(On the following pages are the findings of fact, or standards, to be met. Please respond to each standard, in writing, as it relates to the case.)**

**\*\*PLEASE FILL OUT THE FOLLOWING FINDINGS OF FACT AS THEY RELATE TO YOUR PETITION\*\***

Findings of Fact for **Site Plans**: Pages 4-5  
Findings of Fact for **Planned Unit Developments**: Pages 6-9  
Findings of Fact for **Special Uses**: Page 10  
Findings of Fact for **Variations**: Pages 11-12

**FINDINGS OF FACT FOR SITE PLANS** - NO SITE PLAN APPROVAL REQUESTED.

Both the Planning & Zoning Commission and Village Board must decide if the requested Site Plan 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. The proposed use is a permitted use in the district in which the property is located.

NO SITE PLAN APPROVAL REQUESTED; NO PROPOSED CHANGE TO SITE PLAN.

2. The proposed arrangement of buildings, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses.

NO SITE PLAN APPROVAL REQUESTED; NO PROPOSED CHANGE TO SITE PLAN.

3. The vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways as well.

NO SITE PLAN APPROVAL REQUESTED; NO PROPOSED CHANGE TO SITE PLAN.

4. The site plan provides for the safe movement of pedestrians within the site.

NO SITE PLAN APPROVAL REQUESTED.

5. There is sufficient mixture of grass, trees and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses and will provide a pleasing appearance to the public. Any part of the site plan area not used for buildings, structures, parking or accessways shall be landscaped with a mixture of grass, trees and shrubs. (All landscape improvements shall be in compliance with Chapter 10-11A, Landscape Requirements)

NO SITE PLAN APPROVAL REQUESTED; NO PROPOSED CHANGE TO SITE PLAN.

6. All outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.

NO SITE PLAN APPROVAL REQUESTED; NO PROPOSED CHANGE TO SITE PLAN.

## FINDINGS OF FACT FOR PLANNED UNIT DEVELOPMENTS

Both the Planning & Zoning Commission and Village Board must decide if the requested Planned Unit Development 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. The proposed Planned Unit Development is desirable to provide a mix of uses which are in the interest of public convenience and will contribute to the general welfare of the community.

The proposed PUD amendment in combination with the proposed resubdivision being sought in conjunction therewith will neither alter the approved use, approved site plan, or approved site improvements nor contradict the findings of fact made by the Corporate Authorities pursuant to Section Two of Ordinance 2022-95 as passed and approved on October 18, 2022.

2. The Planned Unit Development 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.

Applicant hereby incorporates, by this reference, its response to standard 1 above as its response to this standard. Consistent with the Corporate Authorities' findings under items B and C of the above-referenced findings of fact, the proposed PUD amendment will not alter the approved design, location, operation and maintenance of the approved PUD such that (i) the public health, safety and welfare will not be endangered or detrimentally affected and (ii) no injury will result to property values or improvements in the vicinity of the subject property.

3. The Planned Unit Development shall conform to the regulations and conditions specified in the Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.

Applicant hereby incorporates, by this reference, its response to standard 1 above as its response to this standard. Consistent with the Corporate Authorities' finding under items A and G of the above-referenced findings of fact, the proposed PUD amendment will neither alter the permissibility of the approved PUD use in the PD Zoning District nor provide inadequate site area or inadequate buffering features to compromise protection of uses within the development and on surrounding properties.

4. The proposed uses conform to the Comprehensive Plan and the general planning policies of the Village for this parcel.

Applicant hereby incorporates, by this reference, its response to standard 1 above as its response to this standard. The proposed PUD amendment will not in any way alter the use of the approved townhome PUD or the conformity thereof with the Comprehensive Plan and the general planning policies of the Village for this parcel.

5. Each of the proposed uses is a permitted or special use in the district or districts in which the Planned Unit Development would be located.

Applicant hereby incorporates, by this reference, its response to standard 1 above as its response to this standard. Consistent with the Corporate Authorities' finding under item A of the above-referenced findings of fact, the proposed PUD amendment will not alter the approved townhome use which is a permitted use in the PD Zoning District.

6. The Planned Unit Development is designed, located and proposed to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected.

Applicant hereby incorporates, by this reference, its response to standard 1 above as its response to this standard. Consistent with the Corporate Authorities' finding under item C of the above-referenced findings of fact, the proposed PUD amendment will not alter the approved townhome use or the approved design, location, operation and maintenance of the approved PUD such that the public health, safety and welfare will not be endangered or detrimentally affected.

7. It shall not substantially lessen or impede the suitability for permitted use and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity.

Applicant hereby incorporates, by this reference, its response to standard 1 above as its response to this standard. Consistent with the Corporate Authorities' finding under item C of the above-referenced findings of fact, the proposed PUD amendment will not alter the approved townhome use, design, location, operation and maintenance such that it will not substantially lessen or impede the suitability for permitted use and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity of the subject property.

8. Impact donations shall be paid to the Village in accordance with all applicable Village ordinances in effect at the time of approval.

Applicant hereby incorporates, by this reference, its response to standard 1 above as its response to this standard. Consistent with the Corporate Authorities' finding under item D of the above-referenced findings of fact, the proposed PUD amendment will not alter the impact fee donations made or to be made in accordance with the Bartlett Donation Ordinance in accordance with the associated PUD Agreement.

9. The plans provide adequate utilities, drainage and other necessary facilities.

Applicant hereby incorporates, by this reference, its response to standard 1 above as its response to this standard. Consistent with the Corporate Authorities' finding under item E of the above-referenced findings of fact, the proposed PUD amendment will not alter the provision of adequate utilities, drainage and other necessary facilities in accordance with the approved plans therefor.

10. The plans provide adequate parking and ingress and egress and are so designed as to minimize traffic congestion and hazards in the public streets.

Applicant hereby incorporates, by this reference, its response to standard 1 above as its response to this standard. Consistent with the Corporate Authorities' finding under item F of the above-referenced findings of fact, the proposed PUD amendment will not alter the provision of adequate parking and ingress and egress or the design thereof so as to minimize traffic congestion and hazards on public streets.

11. The plans have adequate site area, which area may be greater than the minimum in the district in which the proposed site is located, and other buffering features to protect uses within the development and on surrounding properties.

Applicant hereby incorporates, by this reference, its response to standard 1 above as its response to this standard. Consistent with the Corporate Authorities' finding under item G of the above-referenced findings of fact, the proposed PUD amendment will not alter the site area or buffering features of the approved townhome use and design so as to protect uses within the development and on surrounding properties.

12. There is reasonable assurance that, if authorized, the PUD will be completed according to schedule and adequately maintained.

Applicant hereby incorporates, by this reference, its response to standard 1 above as its response to this standard. Consistent with the Corporate Authorities' finding under item H of the above-referenced findings of fact, the proposed PUD amendment will not alter the schedule for completion of the approved PUD or the manner in which it will be adequately maintained.

**FINDINGS OF FACT FOR SPECIAL USES** - NO SPECIAL USE APPROVAL REQUESTED.

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.

NO SITE PLAN APPROVAL REQUESTED; SPECIAL USE FOR PUD PREVIOUSLY GRANTED.

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.

NO SITE PLAN APPROVAL REQUESTED; SPECIAL USE FOR PUD PREVIOUSLY GRANTED.

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.

NO SITE PLAN APPROVAL REQUESTED; SPECIAL USE FOR PUD PREVIOUSLY GRANTED.

If applicable, complete the following additional Findings of Fact for Proposed Cannabis Uses.

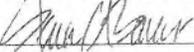
**ACKNOWLEDGEMENT**

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.

On behalf of D.R. Horton, Inc. - Midwest

SIGNATURE OF PETITIONER: 

PRINT NAME: Steven C. Bauer

DATE: July 31, 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**: D.R. Horton, Inc. - Midwest

ADDRESS: 1750 E. Golf Road, Suite 925  
Schaumburg, IL 60173

PHONE NUMBER: (847) 362-9100

EMAIL: chicagoap@drhorton.com  
On behalf of D.R. Horton, Inc. - Midwest

SIGNATURE: 

DATE: July 31, 2024



# Agenda Item Executive Summary

**AGENDA ITEM:** Halloween Fun Fest 2.0 and Parade **BOARD OR COMMITTEE:** Board

## BUDGET IMPACT

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

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

## EXECUTIVE SUMMARY

The Arts in Bartlett is requesting a parade permit for a Halloween Parade with a 10:00 a. m. start on Saturday, October 26, 2024. Participants will start at Village Hall, head north on Main St, ending at the Bartlett Depot Museum.

## ATTACHMENTS (PLEASE LIST)

Memo, Parade Route, Certificate of Insurance

## RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Enhance Community Events

Short Term (1-3 Years): Routine  Complex

Long Term (3-5 Years): Routine  Complex

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION:** I move to approve the parade permit request submitted by Arts in Bartlett for the Halloween Parade on October 26, 2024.

Staff: Reagan Koehler, Communications & Events Coordinator

Date: October 4, 2024

# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Reagan Koehler, Communications & Events Coordinator  
**Date:** 10/04/2024  
**Re:** Halloween Fun Fest 2.0 and Parade

---

The Arts in Bartlett is requesting a parade permit for the Halloween Parade on Saturday, October 26th at 10: 00 a.m. The parade will be limited to walking groups, pulled wagons and strollers. Participants will line up in the Village Hall parking lot at 9:30 a.m. The parade will begin at Village Hall, heading north on Main St, ending at the Bartlett Depot Museum. The Police Department is aware of the route and has no concerns.

The appropriate certificate of insurance has been submitted and was approved by the village attorney. A copy of the parade route is also attached.

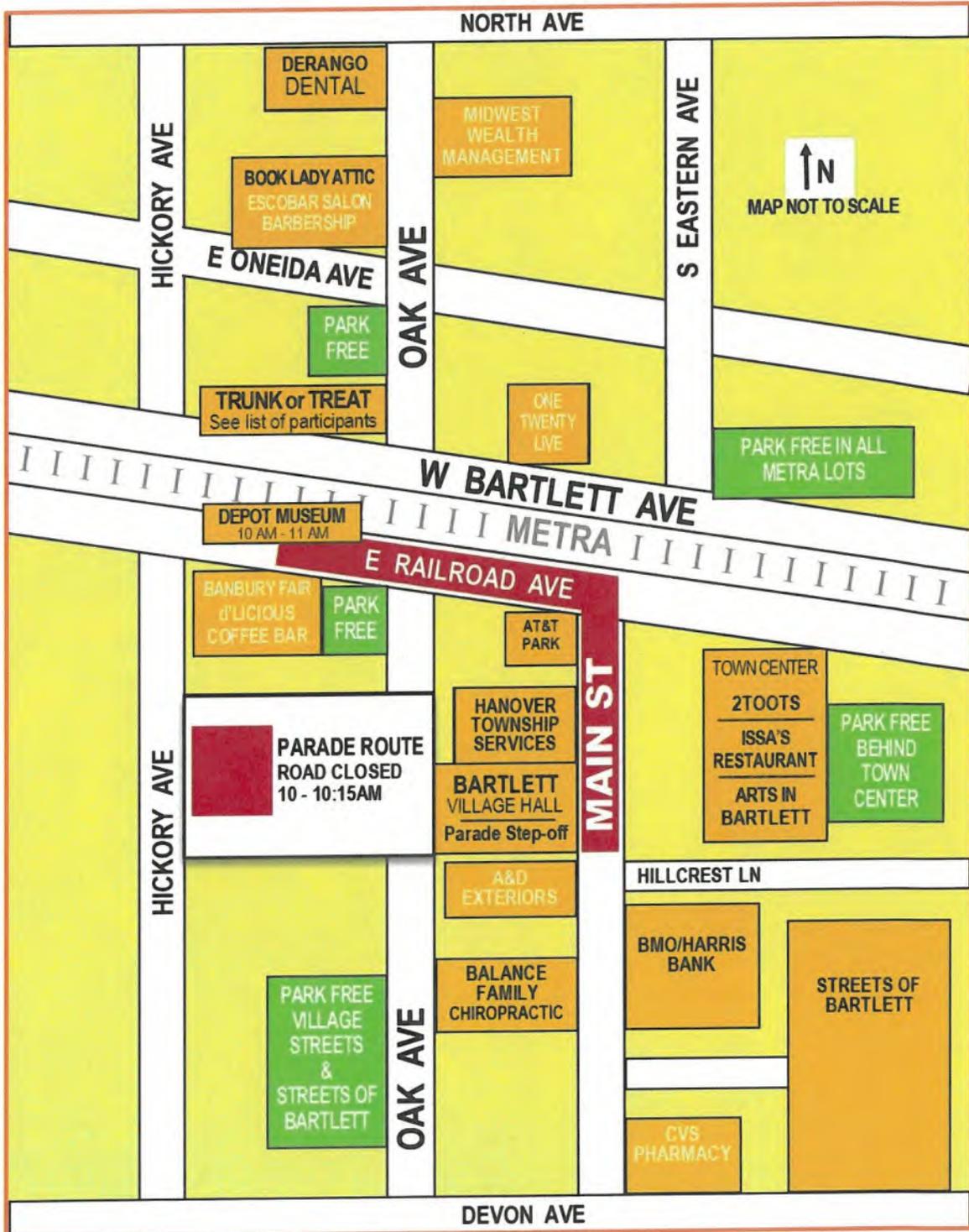
## Motion

I move to approve the parade permit request submitted by the Arts in Bartlett for the Halloween Parade on October 26, 2024.

# HALLOWEEN FUN FEST 2.0 & PARADE

## SATURDAY, OCTOBER 26, 2024

Parade Route: Main to Railroad, 10-10:15am  
 Event organization: Arts in Bartlett, 215 S Main, 630-372-4152  
 Event contact: Dale Ann Kasuba, 630-319-8616







# Agenda Item Executive Summary

AGENDA ITEM: BAPS Fireworks Display BOARD OR COMMITTEE: Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

BAPS is requesting to hold a firework display on November 1, 2024, to celebrate Diwali and the Hindu New Year.

## ATTACHMENTS (PLEASE LIST)

Memo, BFPD Permit Application, Insurance, Federal, State, and County Permits, Licenses, Map, Mad Bomber Display List

## RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Enhance Community Events

Short Term (1-3 Years): Routine  Complex

Long Term (3-5 Years): Routine  Complex

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION:** I move to approve BAPS request to hold a fireworks display on Friday, November 1, 2024, from 7:30 pm to 8:30 pm.

Staff: Reagan Koehler, Communications & Events Coordinator

Date: October 7, 2024

# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Reagan Koehler, Communications & Events Coordinator  
**Date:** 10/07/2024  
**Re:** BAPS Fireworks Display

---

BAPS is requesting to host a Diwali and Hindu New Year celebration on November 1, 2024. The contractor, Mad Bomber has submitted their permit application to the Bartlett Fire Protection District regarding the fireworks display, and they are still reviewing it. This item can be passed pending their review of the license and issuing a permit. One of the Pyrotechnic Operator Licenses is expired, but the state is behind on issuing new licenses, and the fire department will review to make sure they are all valid. The BFPD permit application, certificate of insurance, federal, state and county permits and licenses, map of the display and the display list are attached for your approval.

## Motion

I move to approve BAPS request to hold a fireworks display on Friday, November 1, 2024 from 7:30 pm to 8:30 pm.

ATTENTION: MICHAEL  
HEIMBECKER

BARTLETT FIRE PROTECTION DISTRICT

## PERMIT TO PROCESS AND DISPLAY FIREWORKS

County DUPAGE State IL

SEPT., 2024

TO WHOM IT MAY CONCERN: GREETINGS

Application having been made in accordance with the laws of the State of ILLINOIS,  
this permit is issued to BAPS TEMPLE 1851 S. RT.59 PRAMUKH ROAD BARLETT, IL 60103

Giving them the right to exhibit display fireworks on the FIRST day of NOVEMBER, 2024  
at DUSK 8:30 clock P.M. at ABOVE LOCATION in said County, BARTLETT, IL DUPAGE Co.  
in connection with HINDU NEW YEARS EVE 2024 celebration.

**Mad Bomber Fireworks Productions**  
KINGSBURY INDUSTRIAL PARK

SHERIFF OR CHIEF OF THE FIRE DEPARTMENT

\_\_\_\_\_  
Signature of officer issuing permit



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/13/2024

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

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

**PRODUCER**  
Acordia, LLC dba Britton Gallagher & Associates  
One Cleveland Center, Floor 30  
1375 East 9th Street  
Cleveland OH 44114

**CONTACT NAME:**  
PHONE (A/C No./Ext): 216-658-7100 FAX (A/C No.): 216-658-7101  
E-MAIL: info@brittongallagher.com  
ADDRESS:

**INSURED**  
Mland, Inc. dba Mad Bomber Fireworks  
Planet Productions  
3999 E. Hupp Rd, Building R-3-1  
La Porte IN 46350

2321

#24-0069

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Everest Indemnity Insurance Co.	10851
INSURER B:	Everest Denali Insurance Company	16044
INSURER C:	Liberty Mutual Insurance Co	
INSURER D:	Liberty Mutual Insurance Co	25035
INSURER E:	Axis Surplus Ins Company	28620
INSURER F:		

**COVERAGES**

CERTIFICATE NUMBER: 1877279374

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	SIBGL01460-241	2/4/2024	2/4/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	SIBCA00166-241	2/4/2024	2/4/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
E	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	Y	Y	P-001-000243093-05	2/4/2024	2/4/2025	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
C D D	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC5385-714854-013 WCS-345-624913-092 WCS-345-311838-053	2/4/2024 2/4/2024 2/4/2024	2/4/2025 2/4/2025 2/4/2025	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Excess Liability #2	Y	Y	SIBEX01319-241	2/4/2024	2/4/2025	Each Occ/Aggregate Total Limits \$5,000,000 \$10,000,000

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

Additional insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.  
OPERATIONS: FIREWORKS DISPLAY

BOCHASANWASI SHRI AKSHAR PURUSHOTTAM SWAMINARAYAN DANSTHA-MIDWEST INC.  
VILLAGE OF BARTLETT, IL BARTLETT FIRE PROTECTION DISTRICT DuPAGE Co.

**CERTIFICATE HOLDER**

BOSHASANWASI SHRI AKSHAR PURUSHOTTAM  
SWAMINARAYAN SANSTHA-MIDWEST, INC.  
1851 So. Rt. 59 PRAMUKH ROAD  
BARTLETT, IL 60103  
c/o ARPIT PATEL/MIKE HEIMBECKER BFPD

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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U.S. Department of Justice  
Bureau of Alcohol, Tobacco, Firearms and Explosives

# Federal Explosives License/Permit (18 U.S.C. Chapter 40)

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

Direct ATF           ATF - Chief, FELC  
Correspondence To   244 Needy Road  
                                 Martinsburg, WV 25405-9431

License/Permit Number  
**4-IN-091-51-6L-00872**

Chief, Federal Explosives Licensing Center (FELC)  
*Mama Howard*  
Expiration Date  
**November 1, 2026**

Name  
PLANET PROD/MAD BOMB FWKS/NIGHT MAG DISP/SKY MAJ

Premises Address (Changes? Notify the FELC at least 10 days before the move.)  
**3999 E HUPP RD MIDWEST WAREHOUSING BLDG R-3-1  
LA PORTE, IN 46350-**

Type of License or Permit  
**51-IMPORTER OF EXPLOSIVES**

### Purchasing Certification Statement

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

### Mailing Address (Changes? Notify the FELC of any changes.)

MIAND INC  
PLANET PROD/MAD BOMB FWKS/NIGHT MAG  
DISP/SKY MAJ  
3999 E HUPP RD MIDWEST WAREHOUSING BLDG  
R-3-1  
LA PORTE, IN 46350-

Licensee/Permittee Responsible Person Signature

Position Title

Printed Name

Date

**File Number**

**7153-650-5**



***To all to whom these Presents Shall Come, Greeting:***

***I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that***

**MIAND, INC., INCORPORATED IN INDIANA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 31, 2018, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.**



***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 6TH day of MARCH A.D. 2024 .***

Authentication #: 2406602892 verifiable until 03/06/2025  
Authenticate at: <https://www.ilsos.gov>

*Alexi Giannoulis*  
SECRETARY OF STATE



**STATE OF ILLINOIS  
OFFICE OF THE STATE FIRE MARSHAL  
DIVISION OF FIRE PREVENTION**



1035 Stevenson Drive • Springfield, IL 62703-4259

***Pyrotechnic Distributor License***

**PLANET PRODUCTIONS/MAD BOMBER FIREWORKS  
3999 E HUPP RD BLDG R-3-1  
LA PORTE, IN 46350**

**IL06-OPF-00029**

**License #**

*James A. Rivera*

**James A Rivera  
STATE FIRE MARSHAL**

**05/15/2027**

**EXPIRATION DATE**

**OPF**

**CLASSIFICATION**

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

**MAD BOMBER**  
FIREWORKS PRODUCTIONS



Illinois Office of the State Fire Marshal  
Division of Fire Prevention  
**THIS IS TO CERTIFY THAT**

**James Schiffer**

**Pyrotechnic Operator License**

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

**Planet Productions**

Lawrence E. Winkwitz  
STATE FIRE MARSHAL

License #  
IL19-O-00029-00342

CELL PHONE #630 330-5852



Illinois Office of the State Fire Marshal  
Division of Fire Prevention

**THIS IS TO CERTIFY THAT**  
**TYLER DAUGHERTY**

**Pyrotechnic Operator License**

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

**PLANET PRODUCTIONS/MAD BO**

**MB**

License #  
IL21-O-00029-01665  
Expires: 05/25/2024

Lawrence E. Winkwitz  
STATE FIRE MARSHAL

TYLER DAUGHERTY  
PLANET PRODUCTIONS/MAD BOMBER FIREWORKS  
3999 E HUPP RD BLDG R-3-1  
LA PORTE, IN 46350

cell# 219 615-9509



Part 1

10



RANDALL MCCASLAND  
 PLANET PRODUCTIONS/MAD BOMBER FIREWORKS  
 3999 E HUPP RD BLDG R-3-1  
 LA PORTE, IN 46350



Illinois Office of the State Fire Marshal  
 Division of Fire Prevention

**THIS IS TO CERTIFY THAT  
 RANDALL MCCASLAND  
 Pyrotechnic Operator License**

Has completed all the requirements under the  
 Pyrotechnic Distributor and Operator Act 127  
 ILCS 227 and is employed by  
**PLANET PRODUCTIONS/MAD BO**  
 d/b/a:

License #  
 IL06-OPF-00029-00280  
 Expires: 09/15/2027

*James A. Rivera*  
 James A. Rivera  
 STATE FIRE MARSHAL



# MAD BOMBER

## FIREWORKS PRODUCTIONS

3999 E. HUPP ROAD BLDG. R-3-1 LAPORTE, IN 46350  
11N485 HUNTER TRAIL \* ELGIN, IL 60124 \* (847) 464-1442 Fax (847) 464-1388

THIS SPECIALLY PREPARED PROPOSAL  
IS FOR THE

## BAPS HINDU TEMPLE ANNUAL NEW YEAR'S EVE CELEBRATION

BARTLETT, ILLINOIS

FRIDAY NOV. 01, 2024 at Dusk pm

*Only the finest selection of assorted types of display fireworks have been submitted in this proposal, with an EMPHASIS on Multiple Break, and Special Effect Display Barrages. Plus a complete line on oriental & imported pattern products from China, Japan, and Taiwan. Also included are the latest brilliant Colored Effects from the leading manufactures in the United States.*

**TOTAL PRICE \$20,000.00**

**INCLUDES THE FOLLOWING:**

12 . - Minutes of Intense Presentation

Ten Million Dollars Liability Insurance.

Same Crew of Experienced, Licensed Pyrotechnic Operators to Deliver, Set-up, and Execute the entire Display Production.

Clean-up of the firing area immediately following the display.

Crew of operators covered under Workman's Compensation.

D.O.T. Certified drivers with Five Million Dollars road liability.

Rain Dated during 2023 year.

Choreographed Display Production.

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# MAD BOMBER

## FIREWORKS PRODUCTIONS

3999 E. HUPP ROAD BLDG. R-3-1 LAPORTE, IN 46350

11N485 HUNTER TRAIL \* ELGIN, IL 60124 \* Ph. 847 464-1442 Fax (847) 464-1388

### BARTLETT FIRE PROTECTION DISTRICT LIST OF SHELLS

NEW YEARS EVE CELEBRATION

#### BAPS TEMPLE

1851 S. Rt. 59 Pramukh Rd.  
BARTLETT, IL 60103

FRIDAY NOV. 01, 2024

RAIN DATE: T.B.A.

CLOSE PROXIMITY 1.4G, and  
FIREWORKS 1.3G, UN0335, PGII

- 1280 - 25mm Special Effect Barrage Units\*
- 840 - 30mm Special Effect Barrage Units\*
- 488 - 45mm Special Effect Barrage Units\*
- 240 - 2.5" Aerial Shells\*\*
- 216 - 3" Aerial Shells\*\*
- 204 - 4" Aerial Shells\*\*

ALL ELECTRONICALLY FIRED DISPLAY

\*\* MEETS N.F.P.A. #1123 DISTANCE REQUIREMENT OF 210 FEET

\* Multiple Shot Barrage Boxes, Exhibition Candles, Crossettes, Comets, and Floral Mines

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#### OSFM PYROTECHNICIANS ASSIGNED:

Chief: RANDY McCASLAND  
Lic.#IL-06-OP-00029-00280  
Cell 219 313 8921

Asst. MICHAEL GARDNER  
Lic.#IL-06-O-00029-00262

Asst. JAMES SHIFFER  
Lic.#IL-06-O-00029-00342



# Agenda Item Executive Summary

**AGENDA ITEM:** Estimated 2024 Property Tax Levy      **BOARD OR COMMITTEE:** Board

## BUDGET IMPACT

<b>Amount</b>	\$12,870,519	<b>Budgeted</b>	\$13,433,491
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**Fund: General, Police Pension, Debt Service**

**Corresponding Activity Measure: No increases are being proposed for the 2024 property tax levy.**

## EXECUTIVE SUMMARY

The Village Board discussed the proposed tax levy at the October 1<sup>st</sup> Committee meeting. The next step is to establish the estimated 2024 property tax levy. An estimated levy must be established at least 20 days prior to adoption of the final levy, which is scheduled for December 3, 2024. This is a procedural matter that can be accomplished by adopting the motion below. The estimated property tax levy for 2024 totals \$12,870,519, a 1.61% decrease from the 2023 extension. The Police Pension levy of \$2,682,060 is the same as the actual 2023 Police Pension levy with \$786,538 of the recommended contribution to be funded from the General fund.

## ATTACHMENTS (PLEASE LIST)

Memo

### RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Maintain checks and balances to ensure financial Stewardship

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 that the estimated 2024 property tax levy be established at \$12,870,519.

Staff: Todd Dowden, Finance Director

Date: October 7, 2024

# Village of Bartlett

## Finance Department Memo

### 2024 - 10

**DATE:** October 7, 2024  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Todd Dowden, Finance Director  
**SUBJECT:** 2024 Estimated Property Tax Levy

The Village Board discussed the proposed tax levy at the October 1<sup>st</sup> Committee meeting. The next step is to establish the estimated 2024 property tax levy. An estimated levy must be established at least 20 days prior to adoption of the final levy, which is scheduled for December 3, 2024. This is a procedural matter that can be accomplished by adopting the motion below.

Below is a chart showing the estimated 2024 levy compared to the 2023 levy extension. The estimated property tax levy for 2024 totals \$12,870,519, a 1.61% decrease from the 2023 extension. The Police Pension levy of \$2,682,060 is the same as the actual 2023 Police Pension levy with \$786,538 of the recommended contribution to be funded from the General fund.

<b>Proposed Levy Compared to Prior Year's Extension</b>				
	<b>2024</b>			
	<b>Proposed</b>	<b>2023</b>	<b>Increase</b>	<b>Percent</b>
	<b>Levy</b>	<b>Extension</b>	<b>(Decrease)</b>	<b>Change</b>
General Corporate	7,269,094	7,354,688	(85,594)	-1.16%
Police Pension	2,682,060	2,713,819	(31,759)	-1.17%
Subtotal	9,951,154	10,068,507	(117,353)	-1.17%
Debt Service	2,919,365	3,012,518	(93,153)	-3.09%
<b>TOTAL</b>	<b>12,870,519</b>	<b>13,081,025</b>	<b>(210,506)</b>	<b>-1.61%</b>

**MOTION:** I move that the estimated 2024 property tax levy be established at \$12,870,519.



# Agenda Item Executive Summary

AGENDA ITEM: LinqThingz Agreement

BOARD OR COMMITTEE: Board

## BUDGET IMPACT

Amount	CPCK to pay as part of mandate	Budgeted
Fund:	Corresponding Activity Measure: Continue to work with Stop CPKC on traffic mitigation	

## EXECUTIVE SUMMARY

Attached is an agreement that will allow the installation of LinqThingz along the Milwaukee District West. This system will provide a full predicative mobility system that would use sensors to detect trains and predict their duration that will subsequently deliver advanced notice to blocked crossings for police and fire operations, and eventually the general public.

The agreement has been reviewed by our Village attorney and there have been preliminary meetings with public works.

## ATTACHMENTS (PLEASE LIST)

- Memo
- Resolution

## AGREEMENT

### RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Develop a strategy to identify and complete roadway improvement and traffic mitigation programs and design

Short Term (1-3 Years): Routine  Complex

Long Term (3-5 Years): Routine  Complex

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I MOVE TO APPROVE RESOLUTION 2024-\_\_\_\_\_ A RESOLUTION APPROVING A LICENSING AGREEMENT BETWEEN CANADIAN PACIFIC KANSAS CITY LIMITED (CPKC), AND THE VILLAGE OF BENSENVILLE, THE CITY OF ELGIN, THE VILLAGE OF ITASCA, THE VILLAGE OF HANOVER PARK, THE VILLAGE OF ROSELLE, THE CITY OF WOOD DALE, THE VILLAGE OF SCHAUMBURG, AND THE VILLAGE OF BARTLETT FOR LINQTHINGZ TRAINABLE SENSOR NETWORK MODULES

Staff: Scott Skrycki, Asst. Village Administrator

Date: October 8, 2024

# Memorandum

**To:** Paula Schumacher, Village Administrator  
**From:** Scott Skrycki, Assistant Village Administrator  
**Date:** October 9, 2024  
**Re:** Linqthingz Agreement

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As part of the mandates established by the Surface Transportation Board, CPKC proposed voluntary measures to the STB “to mitigate potential acquisition-related impacts” on the communities, including the installation and funding of a predictive mobility system. This system would use sensors to detect trains and predict their duration, subsequently delivering advanced notice of blocked crossings to police and fire operations.

Once the system is installed, it will be integrated with the community’s various emergency agencies, including DUCOMM for the Village. When the sensors are installed along the full route, a web based portal and mobile app will be able to provide real time train information to the public as well as first responders.

Attached is a resolution approving an agreement between the coalition and Canadian Pacific Kansas City Limited (“CPKC”) for the installation of LinqThingz. Staff recommends approval of the resolution.

RESOLUTION 2024 - \_\_\_\_\_

**A RESOLUTION APPROVING A LICENSING AGREEMENT BETWEEN CANADIAN PACIFIC KANSAS CITY LIMITED (CPKC), AND THE VILLAGE OF BENSENVILLE, THE CITY OF ELGIN, THE VILLAGE OF ITASCA, THE VILLAGE OF HANOVER PARK, THE VILLAGE OF ROSELLE, THE CITY OF WOOD DALE, THE VILLAGE OF SCHAUMBURG, AND THE VILLAGE OF BARTLETT FOR LINQTHINGZ TRAINABLE SENSOR NETWORK MODULES**

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

**SECTION ONE:** **APPROVAL.** The Licensing Agreement between the Village of Bartlett, the Village of Bensenville, the Village of Hanover Park, the Village of Itasca, the Village of Roselle, the Village of Schaumburg, the City of Elgin, the City of Wood Dale, and Canadian Pacific Kansas City Limited (CPKC) for LinqThingz Trainable Network Modules (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** **AUTHORIZATION.** The Village President is hereby authorized and directed to sign the Agreement on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giles, Village Clerk

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2024 - \_\_\_\_\_ enacted on October 15, 2024, and approved on October 15, 2024, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk

## **AGREEMENT**

THIS AGREEMENT (“Agreement”) is made and entered into this 23 day of August, 2024 (the “Effective Date”), by and between Canadian Pacific Kansas City Limited (“CPKC”), a Canadian corporation with headquarters at Calgary, Alberta, Canada and Kansas City, Missouri, and the following communities identified in Surface Transportation Board Docket No. FD 36500, mitigation measure VM-Community-03: the Village of Bartlett, the Village of Bensenville, the City of Elgin, the Village of Itasca, the Village of Hanover Park, the Village of Roselle, the City of Wood Dale, and the Village of Schaumburg (the “Communities”) (CPKC and the Communities are individually a “Party”).

## **RECITALS**

WHEREAS, on March 15, 2023, the United States Surface Transportation Board (“STB”) approved, with conditions, the acquisition of control by Canadian Pacific Railway Limited (“CP”) of Kansas City Southern (“KCS”) and their respective affiliates in STB Docket No. FD 36500 (the “Merger Decision”); and

WHEREAS, CP and KCS proposed to the STB voluntary measures “to mitigate potential acquisition-related impacts” on the Communities, including the installation and funding of “a predictive mobility system, interconnected with existing railroad crossing signals, that will deliver advanced notice of blocked crossings to citizens, police, fire, and rescue operations, and others.” (“Predictive Mobility System Condition”); and

WHEREAS, another of the voluntary measures CP and KCS proposed to the STB to mitigate the potential impacts of the merger on the Communities was to “install and fund ITS Interconnect for Advanced Warning Signs at strategic locations to give drivers information about

occupied crossings, allowing them to make better on-the-spot decisions” (“Warning Signs Condition”);

WHEREAS, in the Merger Decision, the STB imposed as mitigation on CPKC the Predictive Mobility System Condition and the Warning Signs Condition; and

WHEREAS, in November 2023 CPKC informed the Communities that it was working to implement the Predictive Mobility System Condition and the Warning Signs Condition by using technology provided by a subcontractor, and references to CPKC in this Agreement may include such a subcontractor; and

WHEREAS, the STB in the Merger Decision instituted a seven-year oversight period starting April 15, 2023 (“Oversight Period”) in STB Docket No. FD 36500 (Sub-No.6) for the purpose of monitoring the implementation of the merger, including in the Communities; and

WHEREAS, CPKC will pay for the Predictive Mobility System Condition and the Warning Signs Condition during the Oversight Period; and

WHEREAS, the Communities want access to any products or services CPKC is providing under the Predictive Mobility System Condition and the Warning Signs Condition, and CPKC desires to provide such access;

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are hereby incorporated into and made a part of this Agreement, and mutual covenants, obligations and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Communities and CPKC (the “Parties”) agree as follows:

**Section 1.0 Representations and Services Provided by CPKC.** CPKC agrees to provide the following services under the Predictive Mobility System Condition:

- 1.1 Installation of Trainable Sensor Modules (“Sensors”) at certain locations at or near where public roads cross the rail line used by CPKC that runs through the Communities, with precise Sensor locations to be determined through separate discussions with each of the Communities. The Sensors installed initially pursuant to this Agreement shall be LinqThingz Trainable Sensor Network Modules CityLinq 5.0 (2024). Examples of the Sensor installation are included in Exhibit A to this Agreement.
- 1.2 Because the Sensors use several technologies to collect real-time data about the speed, length, and location of trains, the Sensors must be positioned close enough to the road crossings to collect accurate data. Once installed, the Sensors will provide real-time information that allows the general public and first responders to better plan or modify their chosen routes to cross the railroad tracks. CPKC intends for the Sensors, working together with other Sensors installed at or near other crossings along the corridor, to provide the following information via web-based interfaces (the Public Access Web Portal, mobile Application, and Emergency Responder Portal) described in Subsections 1.3, 1.4, and 1.5:
  - 1.2.1 The accurate location, speed, and length of each train operating on the tracks (train length is displayed in tenths of miles; speeds are displayed in miles per hour).
  - 1.2.2 A display of all trains operating on the tracks, including but not limited to freight trains, commuter trains, and specialized work trains.
  - 1.2.3 Real time predictions of when road crossings will be occupied, as well as the length of time the crossing will be occupied, once it has been occupied by a train.

- 1.3 Access for the residents of the Communities to the Public Access Web Portal.
- 1.4 Access, within appropriate geographic boundaries, to the mobile Application.
- 1.5 Access to a specialized, web-based Emergency Responder Portal for first responders in the Communities to use in their vehicles and for dispatchers/telecommunicators to use within their respective dispatch centers (referred to as Public Safety Answering Points (PSAP).
- 1.6 Advice and guidance as to the computers and other hardware to be acquired by the Communities in order to effectively utilize the Public Access Web Portal, mobile Application, and Emergency Responder Portal.
- 1.7 Training on the use of the predictive mobility system for dispatch center/PSAP employees and first responders selected by each Community for such training. The Communities and CPKC anticipate the training sessions will last no more than one hour per session. CPKC will schedule sessions for each dispatch center and first-responder headquarters. CPKC will also provide a training video that can be viewed separately.
- 1.8 In granting access to the Public Access Web Portal, mobile Application, and Emergency Responder Portal, CPKC is not supplying computers, smartphones, or other hardware as a means of access.

**Section 2.0 Compliance with Warning Signs Condition**

2.1 After the Sensors described in Section 1.0 are installed to meet the Predictive Mobility System Condition, CPKC will work with each of the Communities to address the Warning Signs Condition, including the location of signs and the information to be included on signs.

2.2 All signs will be installed and maintained by CPKC at no cost to the Communities.

2.3 CPKC's compliance with the Warning Signs Condition may be further addressed in a separate agreement or agreements with the Communities.

**Section 3.0 Installation, Maintenance, and Removal of Sensors.** CPKC will work with each of the Communities to identify the appropriate location for the Sensors.

3.1 Any installation of Sensors within a Community's right-of-way or on its other property will be subject to that municipality's permitting and licensing requirements. The Community will have final authority to approve the installation of any Sensor within its right-of-way or on its property.

3.2 CPKC will pay for any work or actions associated with the installation, maintenance, or removal of the Sensors and any related equipment, including any necessary posts, utility poles or other mounting equipment, and any permits required for such installation, maintenance, or removal.

3.3 CPKC will pay for the removal, repair and/or replacement of any Sensor that malfunctions, breaks, is defective, or becomes obsolete.

3.4 CPKC will pay for removal of any Sensor that any Community chooses to remove. The Parties recognize that removal of any Sensors may affect the accuracy of the overall predictive mobility system. CPKC will also pay for the relocation of a Sensor that a Community reasonably needs to relocate.

3.5 CPKC will pay to keep the hardware and software components of the Sensors, and the Public Access Web Portal, mobile Application, and Emergency Responder Portal reasonably updated.

**Section 4.0. Term.** The term of this Agreement shall coincide with the Oversight Period instituted by the STB in the Merger Decision, including any extensions to the Oversight Period. In addition, if the term of the Predictive Mobility System Condition is extended but the Oversight

Period is not, the term of this Agreement shall extend until the term of the Predictive Mobility System Condition expires. When the Oversight Period ends and Predictive Mobility System Condition no longer applies, CPKC will remove all Sensors and related equipment installed under this Agreement and will reasonably restore any property affected by the Sensors or related equipment to the condition it was in on the Effective Date. If any Community wants to continue using the Predictive Mobility System after the end of the Oversight Period, it may enter a separate agreement with the relevant service providers and CPKC will not remove the Sensors and related equipment covered by that separate agreement. CPKC will not pay for any aspect of the Predictive Mobility System, warning signs, or any other issue covered by this Agreement after the Oversight Period ends.

**Section 5.0** **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, postage prepaid, certified mail, return receipt requested or, alternatively, to each parties' respective attorneys via overnight courier:

(a) **TO A COMMUNITY:**

Village of Itasca  
Carie Anne Ergo  
550 W Irving Park Road  
Itasca IL 60143  
United States of America  
(630) 228-5687  
[cergo@itasca.com](mailto:cergo@itasca.com)

With a copy to:

Thomas W. Wilcox  
Law Office of Thomas W. Wilcox, LLC  
1629 K Street NW, Suite 300  
Washington, D.C. 20006  
[tom@twilcoxlaw.com](mailto:tom@twilcoxlaw.com)

(b) TO CPKC:

Larry Lloyd  
Senior Director of U.S. Government Affairs  
CPKC  
11306 Franklin Ave.  
Franklin Park, IL 60131  
larry.lloyd@cpkcr.com

with a copy to:

Jay C. Johnson  
Venable LLP  
600 Massachusetts Ave., NW  
Washington, DC 20001  
jcjohnson@venable.com

and/or to such other person(s) and address(es) as either Party shall have specified in writing to the other.

**Section 6.0** Assignment; Successors and Assigns. This Agreement shall not be assignable by any Party without the written consent of the other Party, which may be withheld in either Party's sole discretion. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

**Section 7.0** Severability. If any part of this Agreement is found to be invalid, inoperative, or unenforceable for any reason, that finding will not render any other part of the Agreement invalid, inoperative, or unenforceable. Instead, this Agreement shall be reformed and construed as if any invalid, inoperative, or unenforceable provision was not part of the Agreement, and the rest of the Agreement is still valid, operative, and enforceable to the maximum extent permitted by law. If any of the Communities chooses not to sign this Agreement, the Agreement can proceed with whichever Communities do sign it, and the provisions of the Agreement will apply only to the

signatory Communities. CPKC will comply with the Surface Transportation Board's mitigation measures regardless of whether a Community signs this Agreement.

**Section 8.0 Default.** A Party will be in default if it: (a) breaches any term of this Agreement and the breach is not cured within 15 days after the breaching Party receives notice from the non-breaching Party; (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due, (c) makes a general assignment, arrangement, or composition with or for the benefit of its creditors, (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up or liquidation, (e) has a resolution passed for its winding-up, official management or liquidation, other than pursuant to a consolidation, amalgamation, or merger, (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, or other similar official for all or substantially all of its assets, (g) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration, or other legal process levied, enforced, or sued on or against all or substantially all of its assets, (h) files an answer or other pleading admitting or failing to contest the allegations of a petition filed against it in any proceeding of the foregoing nature, or (i) takes any other action to authorize any of the actions set forth above. In the event of default, the non-defaulting Party may terminate this Agreement upon notice to the defaulting Party.

**Section 10.0. Agreement Is One Way To Fulfill Condition.** The Parties agree that this Agreement is intended to fulfill CPKC's responsibilities under the Predictive Mobility System Condition and (subject to potential additional agreements) the Warning Signs Condition. The Parties also recognize that this Agreement is not the only way CPKC can fulfill the Predictive

Mobility System Condition and Warning Signs Condition and that if the Parties terminate this Agreement it does not mean that CPKC cannot fulfill the Predictive Mobility System Condition and Warning Signs Condition in some other manner acceptable to the STB.

**Section 11.0. No Effect on the Communities' Rights.** Nothing in this Agreement diminishes, waives, or supersedes any rights the Communities have to participate in the Oversight Proceeding, or to challenge or seek the modification of either the Predictive Mobility System Condition or the Warning Signs Condition, or both, before the STB in Docket No. FD 36500 (Sub No. 6) under the terms of the Merger Decision.

**Section 12.0. Termination.** If the Parties agree, or the STB determines in response to request by the Communities, that this Agreement is not fulfilling the Predictive Mobility System Condition and/or the Warning Signs Condition, the signatory Communities collectively may terminate, or an individual Community may withdraw from, this Agreement on 20 days' notice, at no cost or liability to the Communities. Any such termination or withdrawal will not release any Party from its obligations occurring prior to the termination of the Agreement, nor would any such termination require the Communities to stop working with CPKC with respect to the Predictive Mobility System Condition.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

IN WITNESS WHEREOF, the Parties hereto have entered into and executed this Agreement on the date and year first written above in DuPage/Kane County, Illinois.

**[SIGNATURES ON FOLLOWING PAGE]**

**THE VILLAGE OF BARTLETT**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Clerk

**CPKC**

By: Joe Van Humbeck *Joe Van Humbeck* Joe Van Humbeck  
2024.08.23  
14:41:45 -06'00'  
Its: Director Impact Assessment

**THE VILLAGE OF BENSENVILLE**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Clerk

**THE CITY OF ELGIN**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Clerk

**THE VILLAGE OF ITASCA**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Clerk

**THE VILLAGE OF HANOVER PARK**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Clerk

**THE VILLAGE OF ROSELLE**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Clerk

**THE CITY OF WOOD DALE**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Clerk

**THE VILLAGE OF SCHAUMBERG**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Clerk



# Agenda Item Executive Summary

**AGENDA  
ITEM:**

Bittersweet WRF Control Building  
Remediation Award and Agreement

**BOARD OR  
COMMITTEE:**

Board

## BUDGET IMPACT

Amount \$ 47,000.00

Budgeted \$ 80,000.00

Fund: Machinery &  
Equipment

Corresponding Activity Measure:

## EXECUTIVE SUMMARY

The FY 24/25 operating budget allocated \$80,000 for the control building upgrade at Bittersweet Water Reclamation Facility (WRF). The control building upgrades were removed from the large WRF improvements due to budget constraints. The upgrades consisted of a new roof, ceiling tiles, painting, flooring, lab equipment, etc. Most of the work was to be completed by Village staff to help control costs. The roof was contracted out and has been completed.

With the completion of the WRF improvements, staff were getting ready to start the upgrades at the control building. They started looking into replacing the ceiling tiles and upon removing some of the tiles found mold in the installation above the tiles. We had Gary Deigan, our environmental consultant and remediation contractor, inspect to determine what is needed. Based on Mr. Deigan's recommendation, we sought proposals from the contractors to remediate the mold.

Staff sought proposals for the remediation. Proposals ranged from a low of \$47,000-\$49,427. The low bidder being Kinsale Contracting Group, Inc. Staff believes utilizing the proposals compared to putting together a formal bid will save the village time and money, while still providing for the necessary work to be completed per our standards.

## RECOMMENDATION

Staff recommend waiving bids and awarding the mold remediation contract to Kinsale Contracting Group, Inc. of Westmont, IL.

## ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement, Quotes

## RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine  Complex

Long Term (3-5 Years): Routine  Complex

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION: I move to approve Resolution 2024-\_\_\_\_\_, A RESOLUTION WAIVING ADVERTISING FOR BIDS AND APPROVING THE CONTROL BUILDING MOLD REMEDIATION PROJECT AGREEMENT WITH KINSALE CONTRACTING GROUP, INC. OF WESTMONT, IL**

Staff: Dan Dinges, Director of Public Works

Date: October 7, 2024

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Dan Dinges, Director of Public Works  
**Subject:** Control Building Mold Remediation Award and Agreement  
**Date:** October 7, 2024

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The FY 24/25 operating budget allocated \$80,000 for the control building upgrade at Bittersweet Water Reclamation Facility (WRF). The control building upgrades were removed from the large WRF improvements due to budget constraints. The upgrades consisted of new roof, ceiling tiles, painting, flooring, lab equipment, etc. Most of the work was to be completed by Village staff to help control costs. The roof was contracted out and has been completed.

With the completion of the WRF improvements, staff was getting ready to start the upgrades at the control building. They started looking into replacing the ceiling tiles and upon removing some of the tiles found mold in the installation above the tiles. We had Gary Deigan and a couple of contractors inspect to determine what is needed. Based on Gary's recommendation we sought proposals from the contractors to remediate the mold.

Staff sought out proposals for the remediation. Proposals ranged from a low of \$47,000-\$49,427. The low bidder being Kinsale Contracting Group, Inc. Staff believes utilizing the proposals compared to putting together a formal bid will save the village time and money, while still providing for the necessary work to be completed per our standards.

**RECOMMENDATION:**

Staff recommend waiving bids and awarding the mold remediation contract to Kinsale Contracting Group, Inc. of Westmont, IL.

**MOTION**  
**MOTION TO APPROVE RESOLUTION #2024- \_\_\_\_\_ A RESOLUTION WAIVING  
ADVERTISING FOR BIDS AND APPROVING THE CONTROL BUILDING MOLD  
REMEDATION PROJECT AGREEMENT WITH KINSALE CONTRACTING GROUP, INC. OF  
WESTMONT, IL**

RESOLUTION 2024-\_\_\_\_\_

**A RESOLUTION WAIVING ADVERTISING FOR BIDS AND APPROVING THE CONTROL BUILDING MOLD REMEDIATION AGREEMENT WITH KINSALE CONTRACTING GROUP, INC. OF WESTMONT, IL**

**WHEREAS**, the Village of Bartlett (“Village”) Public Works Department has an immediate need to remediate mold at the Bittersweet WRF Control Building; and

**WHEREAS**, the Village of Bartlett’s FY 24/25 budget provides for the Control Building Upgrade at Bartlett Bittersweet WRF in the amount of \$80,000; and

**WHEREAS**, the Village Board has determined that the contract for the remediation of mold is not adapted to award through the competitive bidding process at this time due to the nature of the work; and

**WHEREAS**, the Bartlett Public Works Department solicited proposals from qualified and reputable contractors to timely remediate the mold, with Kinsale Contracting Group, Inc., submitting the lowest quote for the repair work in the amount of \$47,000; and

**WHEREAS**, the Village Board has determined that it is in the best interest of the health, safety and welfare of the Village of Bartlett and its residents to waive competitive bidding and enter into an agreement with Kinsale Contracting Group, Inc. for the efficient and cost-effective remediation of mold at the control building.

**NOW, THEREFORE, 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: Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Resolution as though fully set forth in this Section 1.

**SECTION TWO: Approval; Authorization.** The Village Board of Trustees hereby authorize and direct the Village President and Village Clerk to sign and attest, respectively, the agreement with Kinsale Contracting Group, Inc., for the mold remediation work, in a form substantially similar to that attached hereto as Exhibit A.

**SECTION THREE: Waiver of Competitive Bidding.** To the extent any competitive bidding requirements apply to the mold remediation work, such competitive bidding requirements are hereby waived based on the matters set forth in this Resolution.

**SECTION FOUR: Repeal and Savings Clause.** All resolutions or approvals in conflict or inconsistent with this Resolution are hereby repealed 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: October 15, 2024

APPROVED: October 15, 2024

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giles, Village Clerk

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete, and exact copy of Resolution 2024 - \_\_\_\_\_ enacted on October 15, 2024, and approved on October 15, 2024, as the same appears from the official records of the Village of Bartlett

\_\_\_\_\_  
Lorna Giles, Village Clerk

#### EXHIBIT A

*Agreement with Kinsale Contracting Group, Inc.*

## CONSTRUCTION AGREEMENT

This Construction Agreement ("**Agreement**") dated this 15<sup>th</sup> day of October, 2024 ("**Effective Date**") is hereby entered into by and between the Village of Bartlett, an Illinois home rule municipal corporation ("**Village**"), and Kinsale Contracting Group, Inc., an Illinois corporation ("**Contractor**"). At times, the Village and Contractor will be referred to individually as "Party" or jointly as "**Parties**" throughout this Agreement.

### RECITALS

**WHEREAS**, Contractor will be performing construction services on the Village's Wastewater Plant located on the property at 1150 Bittersweet Drive, Bartlett, Illinois ("**Property**"), with such construction services including the installation of the two new vertical pumps with motors and bases, removing existing discharge piping and furnishing all piping and material for the new pumps, and the disposal of all debris and trash as put forth in Contractor's Proposal (such services will be referred to collectively as the "**Work**"); and

**WHEREAS**, Contractor may have subcontractors, material suppliers, and one or more employees engaged in the performance of said Work; and

**WHEREAS**, this Agreement comprises the terms and conditions upon which the Contractor will perform the Work for the Village.

**NOW THEREFORE, IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's home rule authority, the parties hereby agree as follows:

### **SECTION 1. CONTRACTOR AND SCOPE OF SERVICES.**

**A. Engagement of Contractor.** The Village hereby engages the Contractor to perform the Work described in the Proposal for Mold Remediation at the Bartlett Wastewater Plant, a copy of which is attached hereto and incorporated herein as **Exhibit A** to this Agreement ("**Proposal**").

#### **B. Scope of Services.**

1. The Contractor shall provide the materials, services, and equipment to fully execute the Work described in the Proposal.
2. The Work shall be furnished and completed pursuant to the terms and conditions of this Agreement and as described in the Proposal.
3. The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have

## EXHIBIT A

- control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.
4. Contractor shall employ all necessary measures to avoid damage to existing surrounding public and private property during Work. Persons other than those actually engaged in construction operations, inspections, or supervision thereof shall be prohibited from the Property.
  5. Contractor shall conduct the Work and any debris removal in such a manner as to minimize interference with road, streets, walks, and other adjacent occupied facilities.
  6. The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Village the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Village has made a timely and reasonable objection.
  7. Contractor shall bind all subcontractors by the terms and obligations set forth in this Agreement. Contractor is liable for the acts of any subcontractors when performing the Work, as if the Work was conducted by the Contractor itself.
  8. Contractor will provide the Village with the warranties described in the Proposal upon completion of the Work.

### **C. Labor and Materials**

1. The Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.
2. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
3. Execution of this Agreement by the Contractor is a representation by the Contractor that it has conducted such investigations as may have been necessary to enable the Contractor to determine the cost of the Work and that it has sufficient information to complete the Work in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Contractor's obligations to perform the Work for an amount not in excess of the Contract Sum. The Contractor further acknowledges and declares that it has visited and examined the project site, examined all physical and other conditions affecting the Work and is fully familiar with all of the conditions thereon and thereunder effecting the same. In connection therewith, Contractor specifically represents and warrants to

## EXHIBIT A

Village that prior to the submission of its bid it: (a) thoroughly examined the location of the work to be performed, is familiar with local conditions, and thoroughly understands the physical conditions prevalent or likely to be encountered in the performance of the work at such location; (b) examined the nature, location, and character of the general area in which the project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) examined the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work within the Contract Sum.

**D. Commencement; Time of Performance.** The Work shall commence within seven (7) days of receipt by the Contractor of written notice that this Agreement has been fully executed by both Parties ("**Commencement Date**"). The Contractor must substantially complete the Work by November 2024. Time is of the essence for all matters concerning this Agreement.

**E. Reporting.** The Contractor will regularly report to the Village regarding the progress of the Work during the term of this Agreement.

**F. Term; Termination.**

1. **Term.** The term of this Agreement, unless terminated pursuant to Section D(2) herein, will expire upon the date the Village determines that the Work has been fully completed by the Contractor pursuant to this Agreement. A determination of completion will not constitute a waiver of any rights or claims that the Village has accrued prior to or following completion of the Work, with respect to any breach of this Agreement by the Contractor or any right of indemnification of the Village by the Contractor.

2. **Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement, at any time and for any reason, upon seven (7) days' prior written notice to the Contractor. In the event this Agreement is terminated by the Village, the Village hereby agrees to compensate the Contractor for the Work actually performed and reimbursable expenses actually incurred, if any, prior to the termination date.

## **SECTION 2. INDEMNIFICATION.**

To the fullest extent permitted by law, Contractor agrees to waive any and all rights of contribution against the Village and to defend, indemnify and hold harmless the Village and its officers, elected and appointed officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the Contractor's performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the Work itself, including the loss of use resulting therefrom, to the extent it is caused in whole or in part by any wrongful or

EXHIBIT A

negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village would otherwise have. The Contractor shall similarly, protect, defend, indemnify and hold and save harmless, the Village, its officers, elected and appointed officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations hereunder, or Contractor's default of any provisions of this Agreement. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts. The rights and obligations of this Section shall survive the voluntary or involuntary termination of this Agreement.

**SECTION 3. INSURANCE; PERFORMANCE AND PAYMENT BOND.**

**A. Minimum.** The Contractor will, at its sole cost, obtain and keep in force at all times during the performance of the Work and any part thereof, Workers Compensation and Employer's Liability Insurance, Commercial Liability Insurance, and Automobile Insurance in at least the type and amounts set forth below. The cost of such insurance will be borne by the Contractor.

1. **Workers' Compensation:**
  - (a) State: Statutory
  - (b) Employer's Liability
    - \$500,000.00 Per Occurrence
    - \$500,000.00 Disease, Policy Limit
    - \$500,000.00 Disease, Each Employee
2. **Commercial General Liability:**
  - \$2,000,000.00 General Aggregate
3. **Business Automobile Liability (including owned, non-owned, and hired vehicles):**
  - (a) Bodily Injury
    - \$1,000,000.00 Per Person
    - \$1,000,000.00 Per Accident
  - (b) Property Damage
    - \$1,000,000.00 Per Occurrence
  - (c) Umbrella Excess Liability
    - \$2,000,000.00 over Primary Insurance

**B. Evidence of Insurance.**

1. Prior to beginning the Work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), executed

## EXHIBIT A

by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

2. Failure of the Village to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency shall not be construed as a waiver of Contractor's obligation to maintain such insurance. The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction, or omission by the Village.
3. The Village shall have the right, but not the obligation, of prohibiting Contractor from commencing the Work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received by the Village.
4. Failure to maintain the required insurance may result in termination of this contract at the Village's option.

### **C. Miscellaneous.**

1. All policies of insurance purchased or maintained in fulfillment of this Agreement shall name the Village of Bartlett, its elected and appointed officers, employees, volunteers, and agents as additional insureds thereunder and the Contractor shall provide Certificates of Insurance and Policy Endorsements evidencing the coverages required under this Agreement.
2. Any deductible or self-insured retentions must be declared to, and approved by, the Village. At the option of the Village, Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, elected and appointed officials, and employees or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration, and defense expenses.
3. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis.
4. Upon request, the Contractor will provide copies of any or all policies of insurance maintained in fulfillment hereof.
5. All the insurance required of the Contractor shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds with respect to claims arising out of operations performed by or on their behalf. If the "additional insureds" have other

## EXHIBIT A

insurance or self-insured coverage which is applicable to the loss, it shall be on an excess or contingent basis.

6. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.
7. Nothing contained in this Agreement is to be construed as limiting the liability of the Contractor. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, or the Contractor, but are merely minimums.

**D. Performance and Payment Bond.** Contractor shall provide a Surety Bond (guaranteeing both faithful performance and payment to subcontractors and material suppliers for labor and materials), naming the Village of Bartlett as Obligee, for not less than one hundred percent (100%) of the contract amount listed under Section 4(A) of this Agreement, will be required prior to beginning construction and in a form approved by the Village Attorney. Such bonds shall include the provision guaranteeing the faithful performance of the Prevailing Wage Act. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

### **SECTION 4. COMPENSATION; PREVAILING WAGE.**

**A. Compensation.** The Village agrees to pay the Contractor for the performance of the Work a sum of \$47,000.00. Upon completion final completion of the Work, the Contractor must submit an invoice for the Work to the Village. Any payment to the Contractor from the Village is subject to the receipt by the Village of all required documentation, including, but not limited to, final lien waivers. The Village will remit payment of the Contract Sum to the Contractor in accordance with the Local Government Prompt Payment Act.

**B. Prevailing Wage.** The Village has determined that the Work provided for under this Agreement is subject to the Illinois Prevailing Wage Act, and the Contractor shall comply therewith and pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute this Agreement in accordance with 820 ILCS 130/0.01, *et seq.* Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wages during the term of this Agreement shall be at the expense of the Contractor and not at the expense of the Village. Change orders shall, however, be

## EXHIBIT A

computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the Prevailing Wage Act and to obtain and furnish all such certified records to the Illinois Department of Labor as required by statute or regulation, including certified payroll records. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen, and/or mechanics engaged in the Work, and in every way defend and indemnify the Village against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Village agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien, or suit.

The Contractor is advised that the Illinois Department of Labor revises the prevailing wage rates. The Contractor and every Subcontractor has an obligation to check the Illinois Department of Labor's website for revisions to the prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website: <https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html>.

The Contractor shall also: (1) insert into each subcontract and the project specifications for each subcontract, a written stipulation that the Subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under that subcontract; and (2) require each subcontractor to insured into each lower-tiered subcontract and the project specifications for each lower-tiered subcontract, a stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under that lower-tiered subcontract.

### **SECTION 5. SPECIAL PROVISIONS.**

**A. Compliance with Laws.** Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal, or other governmental unit or regulatory body now in effect during the performance of the Work, and the orders and decrees of any court, administrative body, or tribunal in any manner affecting performance under this Agreement. By way of example, the following are included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way operate as a limitation on the laws, regulations, and rules with which Contractor must comply: all forms of Workers' Compensation laws; the Illinois Human Rights Act; the Illinois Substance Abuse Prevention on Public Works Projects Act; the Social Security Act; laws related to contracts let by units of government; all applicable civil rights and anti-discrimination laws and regulations; and traffic and public utility regulations.

**B. Relationship of the Parties.** The Contractor will act as an independent contractor in performing the Work. Nothing in, or done pursuant to, this Agreement shall be construed (1) to create the relationship of principal and agent, employer and employee,

## EXHIBIT A

partners, or joint venturers between the Village and Contractor; or (2) to create any relationship between the Village and any subcontractor of the Contractor.

**C. Conflict of Interest.** The Contractor represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Contractor or this Agreement; (2) as of the date of this Agreement neither the Contractor nor any person employed or associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Contractor nor any person employed by or associated with the Contractor shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

**D. No Collusion.** The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Contractor represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

**E. Mutual Cooperation.** The Village agrees to cooperate with the Contractor in the performance of the Work, including meeting with the Contractor and providing the Contractor with such information that the Village may have that may be relevant and helpful to the Contractor's performance of the Work. The Contractor agrees to cooperate with the Village in the performance and completion of the Work and with any other Contractors engaged by the Village.

**F. Freedom of Information Act.** The Contractor agrees to maintain, without charge to the Village, all records and documents for projects of the Village in compliance with the Freedom of Information Act, 5 ILCS 140/1 *et seq.* In addition, Contractor must produce records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor must notify the Village and if possible, the Village will request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act due to Contractor's failure to Contractor documents or otherwise appropriately respond to a request under the Act, then Contractor

EXHIBIT A

will indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

**SECTION 6. GENERAL PROVISIONS.**

**A. Amendment.** No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

**B. Assignment.** This Agreement may not be assigned by the Contractor without the express prior written consent of the Village.

**C. Binding Effect.** The terms of this Agreement will bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns.

**D. Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) by email. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt; (d) time-stamp email was sent. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Paula Schumacher  
Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103  
[pschumacher@bartlettil.gov](mailto:pschumacher@bartlettil.gov)

With a copy to:

Ancel Glink, P.C.  
140 South Dearborn Street  
Chicago, IL 60603  
Attn: Kurt Asprooth  
[kasprooth@ancelglink.com](mailto:kasprooth@ancelglink.com)

## EXHIBIT A

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

Alexander Tennant  
Kinsale Contracting Group, Inc.  
648 Blackhawk Drive  
Westmont, IL.60559

**E. Third Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

**F. Governing Laws.** This Agreement will be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for any dispute arising out of relating to this Agreement will be in the Third District Court for the Circuit Court of Cook County, Illinois. In any suit or action arising under this Contract, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of litigation. No suit or action shall be maintained by the Contractor, its successors or assigns, against the Village on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year of the voluntary or involuntary termination of this Contract.

**G. Entire Agreement.** This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

**H. Waiver.** Neither the Village nor the Contractor shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Contractor to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Contractor's right to enforce such rights or any other rights.

**I. Exhibits.** Exhibit A, the, is attached to this Agreement, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement will control.

**J. Interpretation.** This Agreement will be construed without regard to the identity of the Party which drafted its provisions. Any rule of construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

**K. Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument, and any signatures to counterparts maybe

EXHIBIT A

delivered by facsimile or other electronic transmission and will have the same force and effect as original signatures.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed, effective on the date first above written.

**VILLAGE OF BARTLETT,**  
an Illinois home rule municipal corporation

By: \_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

By: \_\_\_\_\_  
Lorna Giles, Village Clerk

**KINSALE CONTRACTING GROUP, INC.**  
An Illinois Company.

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

EXHIBIT A

**EXHIBIT A**

*Proposal for the New Mold Remediation at WWTP*  
(attached in the following pages)



Kinsale Contracting Group Inc.

[www.kinsalecg.com](http://www.kinsalecg.com)

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648 Blackhawk Drive • Westmont, IL 60559 • 630-325-7400 • fax 630-325-7401

October 8, 2024

Via E-Mail: [gdeigan@deiganassociates.com](mailto:gdeigan@deiganassociates.com) Page(s): 2

Mr. Gary J. Deigan  
The Deigan Group  
28835 Herky Drive, Unit #120  
Lake Bluff, IL 60014

RE: Mold remediation  
Bartlett WWTP  
1150 Bittersweet Drive  
Bartlett, IL 60103

## PROPOSAL

We propose to furnish the labor, disposal, material and equipment necessary to perform mold remediation at the above facility. Work will consist of:

- A. Regulating the areas on the 1<sup>st</sup> and 2<sup>nd</sup> floor of the building.
- B. Remove and dispose of ceiling systems, carpet, mold-infested drywall, and any duct & pipe insulation.
- C. Apply shockwave with airless sprayer to kill mold while negative airs are circulating.
- D. Wet wipe all surfaces with mold disinfectant.
- E. Clean interior of ducts.
- F. Encap and clearance results.

All work will be performed in accordance with applicable Federal, State and local regulations.

Water and electric power will be provided by the owner.

Our workers will be protected with NIOSH approved respiratory equipment and protective clothing suitable for this type of work. While we are removing the asbestos containing material from this area, access will be restricted.

All movable items will be removed from the work area by others prior to beginning our work.

In accordance with the revised Illinois Department of Public Health regulations, it is the owner's responsibility to hire an independent 3<sup>rd</sup> party to take final air clearances.

Normal working hours will be 7:00 a.m. to 3:30 p.m., Monday through Friday.

We maintain true occurrence form commercial general liability insurance provided by an A XIII rated carrier. Our insurance program includes coverage for our lead and asbestos abatement operations and the total aggregate limit of \$12,000,000 applies on a per project basis. Kinsale

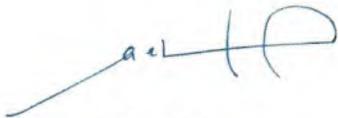
Contracting Group is able to maintain such outstanding insurance due to its superior experience and excellent claims history.

In consideration of the above work, the sum of **\$47,000.00** shall be paid to the undersigned as work progresses.

We thank you for the opportunity to submit our proposal and hope to serve you in the near future.

Very truly yours,

KINSALE CONTRACTING GROUP INC.



Alexander Tennant  
Sr. Project Manager  
Email: alexandert@kinsalecg.com

ACCEPTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



# Husar Abatement, Ltd.

10215 Franklin Ave, Franklin Park, Illinois • Tel: (847) 349-9105 • Fax: (847) 349-9136

October 8, 2024

Subject: Mold Remediation  
1150 Bittersweet Drive  
Bartlett, IL 60103

To Whom It May Concern,

We appreciate the opportunity to present our proposal for the mold remediation project located in Bartlett, IL. The scope of work that needs to be completed for this project is outlined below.

#### Scope of Work:

- Mold remediation under negative air enclosures with HEPA-filtered equipment
- Removal of approximately 2388 sq ft of ceiling tiles, insulation, and grids
- Removal of approximately 2388 sq ft of 12x12 floor tiles and residual glue
- Removal of approximately 40 linear feet of TSI hard fittings
- Removal of approximately 150 linear feet of fiberglass
- Removal of approximately 1000 sq ft of drywall and insulation
- All material removed from site will be misted with antifungal and bagged to avoid cross-contamination
- All non-porous surfaces will be HEPA vacuumed and cleaned with fungicide
- Negative air machines will be running for a minimum of 48 hours on each contained area
- After the 48 hours of air scrubbing, Husar personnel will apply a mold-resisting coating encapsulation to all treated surfaces to avoid future mold growth.

Husar excludes the following:

- Any air sampling or testing
- Replacing or reinstallation of any material such as drywall, ceiling tiles, grids, fiberglass, or drywall insulation

\*Even if we do our best to remediate the mold, if the source of the moisture or water leaking is not corrected, we cannot guarantee that the mold won't grow again in the future.

#### Terms and Conditions:

1. **Disposal and Compliance:** All materials/debris will be disposed of according to the regulations of the governing authority for the project location.
2. **Pricing and Payment:** All labor, materials, and waste disposal costs are included (unless otherwise specified in writing and agreed upon). Payments are due within 30 days of invoice issuance. Overdue balances incur a 1.5% monthly interest.
3. **Exclusions:** Does not include independent air monitoring or related services unless specified.
4. **Site Access:** Limited to Husar Abatement authorized personnel with proper safety equipment.
5. **Supervision and Standards:** Projects overseen by qualified supervisors to ensure compliance

- with the standards of the governing authority.
6. **Insurance and Changes:** Certificates available upon request. Scope or insurance requirement changes may incur additional costs.
  7. **Change Order Process:** Scope changes subject to our change order procedure.
  8. **Limitation of Liability:** Liability is limited to direct damages caused by our work, as detailed in our terms.
  9. **Client Responsibilities:** Provision of utilities unless otherwise agreed. Clients indemnify Husar Abatement against third-party negligence claims.
  10. **Force Majeure:** Not liable for performance delays or failures due to uncontrollable events.
  11. **Revision and Change Orders:** The contract covers the described work; revisions are subject to change orders.
  12. **Warranties and Guarantees:** As defined in the contract.
  13. **Dispute Resolution:** Arbitration or mediation is preferred before litigation.
  14. **Permit and Regulatory Fees:** Original permit notifications are included. If required by the governing authority, additional revisions are billed at \$75 each.
  15. **Validity:** The proposal is valid 60 days from the issue date.

By accepting this proposal, you agree to the terms and conditions outlined above.

**TOTAL: \$49,427.00**

I look forward to working with you.

Sincerely,

Janina Stogowska, President

**Please sign below to accept this proposal:**

ACCEPTED BY (NAME): \_\_\_\_\_

ACCEPTED BY (SIGNATURE): \_\_\_\_\_

DATE: \_\_\_\_\_