

VILLAGE OF BARTLETT  
VILLAGE HALL, 228 S. MAIN STREET  
BOARD AGENDA  
July 15, 2025  
7:00 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. TOWN HALL: (Note: Three (3) minute time limit per person)
5. \*CONSENT AGENDA\*  
*All items listed with an asterisk\* are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the General Order of Business and considered at the appropriate point on the agenda.*
- \*6. MINUTES: Board – June 17, Committee – June 17, 2025
- \*7. BILL LIST: July 15, 2025
8. TREASURER'S REPORT: May 2025  
Sales Tax Report, May 2025  
Motor Fuel Tax Report, May 2025
9. PRESIDENT'S REPORT  
A. National Night Out Proclamation Letter
10. QUESTION/ANSWER: PRESIDENT & TRUSTEES
11. STANDING COMMITTEE REPORTS:
  - A. BUILDING AND ZONING COMMITTEE, CHAIRMAN HOPKINS
    1. Ordinance Approving a Fifth Amendment to the Annexation Agreement for the Blue Heron Business Park
    2. Ordinance Approving an Amendment to the Blue Heron Business Park Planned Unit Development and a Site Plan for Nova 2
  - B. COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY
    1. Resolution Approving the UST and Hydraulic Lift Removal Project Agreement Between the Village of Bartlett and RW Collins Company
  - C. FINANCE COMMITTEE, CHAIRMAN LAPORTE
    1. None
  - D. LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN BATTERMANN
    1. Ordinance Amending Section 3-3-2-1 Of the Bartlett Liquor Control Ordinance Regarding the Number of Class A Licenses - El Ancla Morisco
    - \*2. Smoke and Irons Music Festival Class D Liquor License Application
  - E. POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI
    1. None
  - F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE
    1. Resolution Approving a Construction Administration Agreement for Telecommunications Facilities with Lumos Fiber Of Illinois, LLC
    2. Resolution Authorizing Participation in Clean Water Act Section 319(H) Grant Funding for Water Quality Improvement Of the West Branch Tributary No. 2
12. NEW BUSINESS
13. QUESTION/ANSWER: PRESIDENT & TRUSTEES
14. ADJOURNMENT



# Agenda Item Executive Summary

**AGENDA ITEM:** Blue Heron Business Amendment to the      **BOARD OR COMMITTEE:** Board  
Annexation Agreement- PUBLIC HEARING

## BUDGET IMPACT

**Amount** N/A

**Budgeted** N/A

**Fund:** N/A

**Corresponding Activity Measure:** N/A

## EXECUTIVE SUMMARY

The public hearing notice for the Fifth Amendment to the Annexation Agreement Blue Heron Business Park was published in the Daily Herald. The amended annexation agreement has also been available for public viewing in the Planning and Development Services Department.

## ATTACHMENTS (PLEASE LIST)

PDS memo and proof of publication

## RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Work to improve business profile in the village (Route 25 corridor)

Short Term (1-3 Years):    Routine       Complex

Long Term (3-5 Years):    Routine       Complex

## ACTION REQUESTED

- For Discussion Only - Conduct the public hearing
- Resolution
- Ordinance
- Motion

Staff:      Kristy Stone, PDS Director

Date:                      July 8, 2025

**PLANNING & DEVELOPMENT SERVICES MEMORANDUM**

**25-42**

DATE: July 8, 2025

TO: Paula Schumacher, Village Administrator

FROM: Kristy Stone, PDS Director 

RE: **Blue Heron Business Park – Amendment to the Annexation Agreement**

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The public hearing notice for the Fifth Amendment to the Annexation Agreement Blue Heron Business Park was published in the Daily. The amended annexation agreement has also been available for public viewing in the Planning and Development Services Department.

The proof of publication is attached for your review.

legal notices

To place a legal advertisement, email legals@dailyherald.com or call 847-472-4671. Hours: M - F 8:30 a.m. - 4:30 p.m.

Probate

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT... DECEASED: JAMES EARL... NOTICE TO CREDITORS...

Probate

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT... DECEASED: JAMES EARL... NOTICE TO CREDITORS...

Probate

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Public Hearings & Notices

DUPAGE COUNTY ZONING HEARING OFFICER... JACQUELINE KNEPPER... PUBLIC HEARING...

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Public Hearings & Notices

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Public Hearings & Notices

NOTICE OF PUBLIC HEARING... NOTICE TO CREDITORS... PUBLIC HEARING...

NEED A FLOW... Public Hearing... Public Hearing... Public Hearing...



**VILLAGE OF BARTLETT  
BOARD MINUTES  
JUNE 17, 2025**

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1. CALL TO ORDER

President Gunsteen, called the regular meeting of June 17, 2025, 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 Battermann, Deyne, Gandsey, Hopkins, LaPorte, Suwanski, and President Gunsteen

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Human Resources Director Janelle Terrance, Economic and Development Coordinator Tony Fradin, Assistant to the Village Administrator Sam Hughes, Finance Director Matt Coulter, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Civil Engineer Nick Talarico, Planning & Development Director Kristy Stone, Food and Beverage Manager Paul Petersen, Deputy Chief Naydenoff, Deputy Chief Rob Sweeney, Village Attorney Kurt Asprooth, and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Alex Culpepper from Renovation Church

4. PLEDGE OF ALLEGIANCE

5. TOWN HALL – None

6. EXECUTIVE SESSION

Trustee Suwanski made a motion to adjourn to Executive Session Pursuant to Section 2(C)(1) of the Open Meetings Act. Trustee Deyne seconded that motion.

ROLL CALL

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

ABSENT: None

President Gunsteen called the regular board meeting back to order.

ROLL CALL

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

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ABSENT: None

7. CONSENT AGENDA

President Gunsteen 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 F. 1 to the Consent Agenda-Ordinance Authorizing the Sale by Internet Auction of Surplus Personal Property Owned by the Village of Bartlett.

President Gunsteen 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 Suwanski.

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

AYES: Trustees Battermann, Deyne, Gandsey, 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 CONSENT AGENDA AND CONSENT ITEMS THEREIN

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

NAYS: None

ABSENT: None

MOTION CARRIED

8. MINUTES – Covered and approved under the Consent Agenda.

9. BILL LIST – Covered and approved under the Consent Agenda.



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10. TREASURER'S REPORT

Finance Director Matt Coulter stated that the Treasurer's Report is for the month of April, and that the Sales Tax received in April is for the month of January and totaled \$586,756. He stated that the final yearly total for fiscal year 2025 is \$6,008,258 which is \$2,156,072 higher than the prior year. He stated that Motor Fuel Tax allotments for April totaled \$148,567 which brought fiscal year 2025's total to \$1,875,890. Mr. Coulter stated that this total is \$14,578 higher than the prior year and \$67,890 higher than what was budgeted.

Trustee LaPorte asked with the new water tax would kick in. Mr. Coulter confirmed that it would be July 1<sup>st</sup> and that we would get those funds in October. Trustee Hopkins stated that the interest income is 198% over what we budgeted and asked what contributed to that. Mr. Coulter stated that he attributes it to being modest with what we budgeted.

11. PRESIDENT'S REPORT

President Gunsteen stated there was one item, to Appoint Chief of Police. Trustee Suwanski moved to approve the Village President's Appointment of Ryan Conway as Chief of Police of the Bartlett Police Department. That motion was seconded by Trustee LaPorte.

**ROLL CALL VOTE TO APPROVE THE VILLAGE PRESIDENT'S APPOINTMENT OF RYAN CONWAY AS CHIEF OF POLICE OF THE BARTLETT POLICE DEPARTMENT**

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

12. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized commissioners on their anniversaries.

Trustee Suwanski had some questions regarding the flock cameras. She asked how often the flock cameras are actually used for the village when that data is used. She thanked Acting Chief Naydenoff for the information that was provided but stated that she feels that privacy is just an illusion. Trustee Suwanski asked if there was any way to get documentation of how many times those cameras were actually used going forward. Acting Chief Naydenoff stated he would put the requested documentation together. He went on to say that those cameras are often utilized in every criminal investigation that they work on for traffic investigations. He went on to say that he would provide a document that will clarify and specify how often they are used. Trustee Hopkins asked if our information and cameras were accessible by outside agencies. Acting Chief Naydenoff stated that outside agencies are restricted from accessing our data. Trustee Hopkins asked if Flock had access to our data. Acting Chief Naydenoff stated that Flock only has access to technology data which is used to improve the technology and camera equipment.



## VILLAGE OF BARTLETT BOARD MINUTES JUNE 17, 2025

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Trustee LaPorte asked about the flags that were put up in regard to trucks and weight limits. He asked what the fine would be if that was violated. Acting Chief Naydenoff stated that the State ticket is \$176. Trustee LaPorte asked if that was enough to deter those truck drivers and whether we have a say in that amount due to it being the State. Acting Chief Naydenoff stated that we do not have a say since it is a state ticket. He went on to say that we have a local ordinance that's a lot cheaper which is \$25. Trustee LaPorte asked if that meant they would have to pay both sets of fines, Acting Chief Naydenoff stated that they've been advised to only use the \$176 fine. He stated that oftentimes those stops lead to other infractions regarding registration, overweight etc. President Gunsteen asked if our ticket was \$300, would that be in lieu of the state ticket cost of \$176 or would it be both. Acting Chief Naydenoff stated that the \$176 ticket is regulated by the state and that we would have to have an ordinance that stated the ordinance ticket amount be increased or we would need to create a new fee structure. He stated that we could bring it into local adjudication to have some more control over it potentially. Trustee Gandsey wanted to specify what street they were referring to and asked if they've received any feedback about how the signs are working. Acting Chief Naydenoff stated that they're still waiting for the additional sign on West Bartlett Road from the County. He went on to say that after that's installed, the hope is that it would create a barrier and prevent trucks from coming into the downtown area. He went on to say that once the sign is installed, that's when they will do a full court press with enforcements as all signs will be in place. Trustee LaPorte asked that we follow up in a couple of months and determine if the fine amount needs to be changed to deter trucks from coming through town.

Trustee Battermann stated that he saw the first National Night Out sign out at West Bartlett Road, he asked how many more we anticipated and where else we would be advertising for it. Acting Chief Naydenoff stated that he would get back to Trustee Battermann regarding where they would place the additional signs.

Trustee Hopkins had a question for Public Works Director Dan Dinges regarding whether the excess flow pipeline pumping station was up and running yet. Mr. Dinges stated that the lift station is operational but that it's still torn up as they just installed the pipe underground and it has to sit for 30 days before they can do the testing which is scheduled for the second week of July.

President Gunsteen asked Mr. Dinges about an update regarding the Streetscape structure. Mr. Dinges stated that the project is moving along well. He stated that they are currently working in front of Moore Brewing and State Farm along that stretch which will soon be framed up as the goal is to have all the sidewalk and brick installed prior to 4<sup>th</sup> of July. He stated that they would be moving on to Town Center at the end of the week. He went on to say that some of the landscaping has been completed but the rest will have to be done in August. President Gunsteen wanted to confirm that everything would be buttoned up before the 4<sup>th</sup> of July parade, Mr. Dinges confirmed that was correct.

President Gunsteen wanted to thank staff for doing a remarkable job preparing for Merry and Bright, stating that it's hard to believe it's just six months away. He went on to say that Public Works provided some samples of new light fixtures for the light poles. President Gunsteen stated that it will be a lot merrier and brighter since it will be on Saturday this year. Trustee LaPorte



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thanked staff for a great job on Hometown heroes. He also asked if we had enough candy and dog treats too for the 4<sup>th</sup> of July parade. Mr. Dinges confirmed that we are well prepared for the parade.

**13. STANDING COMMITTEE REPORTS**

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

Trustee Hopkins stated that there was nothing to report.

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

Trustee Gandsey stated that there was nothing to report.

**C. FINANCE COMMITTEE, CHAIRMAN LAPORTE**

Trustee LaPorte presented the 2026 Desktop Compute Purchase. He stated that the Information Systems Department requests approval to purchase 40 Dell OptiPlex Pro Slim desktop computers as part of the Village's four-year replacement cycle. These replacements are essential for maintaining reliable and efficient technology for staff across all departments.

To ensure cost efficiency and compliance with procurement standards, the purchase will be made through the Dell Midwest Compact Master Agreement (MHEC). This consortium allows the Village to bypass the formal bidding process and secure competitively low, pre-negotiated pricing.

The total cost for the desktop replacements is \$39,912.40. The new systems will be ordered, delivered, and installed upon approval. This upgrade supports the Village's Strategic Technology Plan and ensures that staff have dependable tools to perform their duties effectively.

Trustee Gandsey asked why we were ordering desktops versus laptops which make more sense for mobility. IT Director John Peebles stated that they chose desktops due to pricing. He went on to say that Department Heads will be getting laptops due to mobility being a factor. He stated the desktops for the other staff since they are approximately \$500-\$600 less per device which adds up when over 40 devices are needed. Mr. Peebles also said that IT does have a few laptops available for other staff to check out and/or borrow should they need it.

**ROLL CALL VOTE TO APPROVE THE 2026 DESKTOP COMPUTER PURCHASE**

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



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

Trustee Battermann stated that the Fourth of July Parade Request, Fourth of July Carnival License Application, and the Fourth of July Class D Request were all covered and approved under the Consent Agenda.

Trustee Battermann stated that the Liquor Commission Appointment was resolved yesterday, so there was no motion for item D. 1.

Trustee Battermann presented Ordinance 2025-61, An Ordinance Amending Title 3, Chapter 3 of the Bartlett Municipal Code to Increase the Number of Class A Liquor License. He stated that this is an Ordinance amending Section 3-3-2-1: Clas A of the Bartlett Liquor Control Ordinance. A new License in this Class must be created before the license can be issued by the liquor commissioner. He stated that when a business is sold, the liquor licenses are taken down one, thus an ordinance must be passed to re-establish the license.

Trustee Suwanski asked Village Attorney Kurt Asprooth if they could get a better explanation of this Ordinance. Mr. Asprooth stated that the way the code works, is when somebody sells the business or transfers the license, the license goes away so that you can't really just convey a license to different owners. He stated that when somebody wants to transfer it, the number of available licenses automatically goes down. He went on to say that this means when they want to convey it to a new entity, they have to come to the village to apply for a new license and the board has the decision of whether they want to issue that license again. Mr. Asprooth stated that this was for the Eggceptional Café who have already completed the background check and gone through the process.

**ROLL CALL VOTE TO APPROVE ORDINANCE 2025-61, AN ORDINANCE AMENDING TITLE 3, CHAPTER 3 OF THE BARTLETT MUNICIPAL CODE TO INCREASE THE NUMBER OF CLASS A LIQUOR LICENSE**

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

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

Trustee Suwanski stated that there was nothing to report.

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

Trustee Deyne stated that Ordinance 2025-62, An Ordinance Authorizing the Sale by Internet Auction of Surplus Personal Property Owned by the Village of Bartlett, Resolution 2025-63-R, A



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Resolution Authorizing the Purchase of Up to 650 Tons of Road Salt from Compass Minerals America, Inc., Resolution 2025-64-R, Resolution Approving of the Village of Bartlett's 2025 Crack Sealing Project Agreement Between the Village of Bartlett and SKC Construction, Inc., and Resolution 2025-65-R, A Resolution Approving of the 2025 Pavement Marking Project Agreement Between the Village of Bartlett and Precision Pavement Markings, Inc, were covered and approved under the Consent Agenda.

13. NEW BUSINESS

Trustee Hopkins stated that in the future he would like to go into Executive Session to discuss acquiring some property. President Gunsteen stated they could do that.

14. QUESTION/ANSWER PRESIDENT & TRUSTEES - None

15. ADJOURNMENT

President Gunsteen 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 Battermann.

ROLL CALL VOTE TO ADJOURN

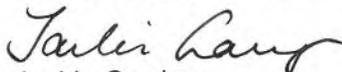
AYES: Trustees Battermann, Deyne, Gandsey, Hopkins, LaPorte, Suwanski

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 8:01 p.m.

  
Jackie Cardoza  
Executive Assistant



# VILLAGE OF BARTLETT COMMITTEE MINUTES June 17, 2025

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## 1. CALL TO ORDER

President Gunsteen called the Committee of the Whole meeting of May 20, 2025, of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:39 p.m.

## 2. ROLL CALL

PRESENT: Chairmen Battermann, Deyne, Gandsey, Hopkins, LaPorte, Suwanski, and President Gunsteen

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Human Resources Director Janelle Terrance, Assistant to the Village Administrator Samuel Hughes, Finance Director Matt Coulter, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Civic=I Engineer Nick Talarico, Planning & Development Director Kristy Stone, Food and Beverage Manager Paul Petersen, Acting Chief Naydenoff, Deputy Chief Rob Sweeney, Village Attorney Kurt Asprooth, and Village Clerk Lorna Giles.

3. TOWN HALL: None

## 4. STANDING COMMITTEE REPORTS

### A. COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

#### 1. TL's Four Seasons BEDA Request

Trustee Gandsey stated that TL's Four Seasons has been an anchor restaurant at 110 W Bartlett Avenue in downtown Bartlett for over twenty years. Owner/operator Shawn Li has been working with staff to update and upgrade his sign and is also adding an awning to improve the appearance of his building.

The quote from Chicago Sign and Light Company details \$34,197 as the total BEDA-eligible cost for this project, which will be completed in accordance with Village Codes.

This is the first BEDA application this fiscal year. Mr. Li's request was reviewed by the Economic Development Commission at its May 12th meeting, at which time the EDC unanimously recommended a fifty percent (50%) rebate that will be approximately \$17,098 when the project is completed, and proof of payment is submitted.

She stated that the project cost has increased slightly since the EDC meeting due to fabrication of aluminum composite material as backing for the sign instead of painting the front of the building.



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COMMITTEE MINUTES  
June 17, 2025**

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Trustee Gandsey stated that if there were no questions, this would be forwarded to the next Board meeting agenda for a final vote.

**B. BUILDING AND ZONING COMMITTEE, CHAIRMAN HOPKINS**

**1. #25-05 Nova 2 Blue Heron Business Park**

Trustee Hopkins stated that the petitioner is requesting to amend the Blue Heron Business Park annexation agreement and Planned Development to redesignate the property at the northwest corner of Miles Parkway and West Bartlett Road from Development Area 1 to Development Area 3 to allow the construction of a tire distribution and trucking services facility for Nova 2.

He stated that the petitioner has submitted a Site Plan for a 50,540 square foot facility which will serve as Nova/Pava Group's second building within the Blue Heron Business Park.

PDS Director Kristy Stone stated that when Blue Heron Business Park was originally approved in 2003, it was divided into four different development areas. She stated that each of them has different uses set back along with bulk requirements. She stated the petitioner is requesting to change the last lot back to Development Area 3 for industrial uses. She went on to say that this is very similar to what we did at the Northeast corner of Miles and West Bartlett Road. Ms. Stone stated that the proposed building would have 3 curb cuts on Miles Parkway, one for passenger vehicles, one further North would be for trucks only, and there would be three drive-through doors allowing the trucks to exit North onto Miles Parkway. She stated that this is for a business that already has one location within the Blue Heron Business Park which does tire distribution as well as some minor repair.

Trustee Hopkins asked if this facility would generate any sales tax. The petitioner stated that he believes that they will generate some sales tax. The petitioner asked if this would be able to just go back to the board without going to a committee meeting again. Trustee Hopkins stated he had no objection to that. Trustee Suwanski stated she would be fine with that as well as long as Planning and Zoning passes it through. Trustee Hopkins stated if there were no additional questions, this would be sent to the Planning Commission on July 3<sup>rd</sup> and would come back to the Board on July 15<sup>th</sup>.

**2. Lake Street Corridor TIF Discussion**

Trustee Hopkins stated that the Village of Bartlett adopted the Lake Street Corridor TIF District and redevelopment plan on September 3, 2024.

He stated that PDS Director Kristy Stone will be giving a presentation on the existing zoning designations within the district and the proposed land uses for each subarea and provide sample site layouts for some of the preferred uses within the TIF District. He stated that Director Stone will also provide updates on some of the properties/projects within the TIF District.



## VILLAGE OF BARTLETT COMMITTEE MINUTES June 17, 2025

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Ms. Stone started her presentation and went over the Current Zoning Designations. She stated that a lot of the property in SR-6 is owned by IDOT which means they technically don't have zoning. She stated that we have B2, B3, and B4 for commercial uses. Ms. Stone stated that Industrial uses like warehouses, self-storage, and distribution centers are currently prohibited within our TIF District. She stated that some of those sites that currently have B2 and B3 zoning would have the option to come in and request for example B4 zoning as we would be flexible. She went on to say that the residential zoning district, they have calls for four units per acre which is single family zoning or multi family density which is 14 units per acre. She stated that could be apartments, duplexes, townhomes as the future land use plan doesn't specify what type of residential uses we want in any location, just that it should have residential.

Trustee Suwanski asked about ER1 and ER2 stating she didn't see them in the documents. Ms. Stone explained that there's no zoning districts that are in ER1 or ER2 as those are outside of the TIF boundaries. Ms. Stone continued with the presentation going over the future land use plan. She stated anything highlighted in red is identified for commercial or mixed use, and that if we had a developer that came in and wanted to do some commercial uses and have residential components to it, that would be allowable. She stated that we would want retail along Lake Street, but South of it to provide a buffer could be some higher density such as townhome uses incorporated into those proposals. Ms. Stone stated that the future land use plan is a lot between the triangle parcel that we recently annexed and the property is currently home to the Crest Motel. She went on to say that U-46 owns about 150 feet of Lake Street frontage, and ideally, they would like to see commercial uses as well.

Ms. Stone stated that the lots that are displayed on the map at the intersection of South Bartlett and Lake Street have two triangle parcels technically that are all 1.5 acres. She went on to say that some uses for that area could potentially be coffee shops, fast food with a drive through, a mid-size commercial restaurant that's a standalone or a small shopping center as well. She stated that we do have some sites where if somebody came in and bought multiple properties, we could get some more different uses such as a hotel or larger standalone restaurant. She stated that truck stop establishments would also be permitted in these properties. Ms. Stone demonstrated on the slide that this was a plan layout where it's a truck stop that has diesel pumps, regular pumps, as well as a carwash.

Ms. Stone then presented conceptual site plans and uses for sites greater than 7 acres. She stated that a property owner came in at one point to do a mixed-use development which had an office building, assisted living daycare, impatient rehab, as well as a senior housing facility that was five storeys, but that project has not moved forward. She stated there are other uses that we could have there such as townhomes or apartments. She stated that most properties we would be looking at would be 2-4 storeys since it's not transit oriented direct development. Ms. Stone then transitioned to the large property that's mainly owned by IDOT, stating that they are looking at possibly doing residential or townhomes. She went on to say that this would need to be someone that's assembled properties together due to the layout. She stated that there would need to be some sort of connect to the East so that there's two means of access because we don't know what IDOT is going to allow. Ms. Stone then went over the IDOT owned property which is 42 acres. She stated that IDOT stated that they would convey any wetlands to the Village or Park District, but they will not vacate any land until the Oak Avenue realignment is completed. She went on to say that we don't really know how much property there is which makes it hard to come up with any sort of master conceptual plan for this large piece of property within the TIF. She went on to say that they do



## VILLAGE OF BARTLETT COMMITTEE MINUTES June 17, 2025

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think it will be residential directly across from Eastview and try to get more of a mix especially along the Lake Street frontage.

Ms. Stone stated that 555 West Lake Street is the Villages, and we recorded the judicial deed on June 13<sup>th</sup>. She stated that the next steps include an underground storage tank and the hydraulic lift removal, after which they would demolish the building and pavement. They would then proceed with site clean up and restoration to begin to advertise for sale and prepare an RF Request for proposal. She stated that they've spoken with the environmental consultant who stated that because the property has to go through IEPA approval process, that this will probably be ready for development sometime next year.

Ms. Stone then went over 231-251 E. Lake Street, stating that it was annexed into the Village on May 21, 2024, and rezoned to B3 on August 20, 2024. She stated that the wells will be sealed next week after which they will be applying for the demolition permit application. She went on to say that per the annexation agreement, the Village will reimburse the lesser of 50% the cost of demolition or \$50,000 upon proof of payment. She stated that the demolition must be completed by November 21, 2025 for reimbursement.

Ms. Stone discussed the U-46 Property which has about 150 feet of frontage. She stated that staff is meeting with them in July to discuss the functionality of their property as well as some TIF eligible expenses that school districts qualify for. She went on to say that they've met with them a couple of times but since they're getting a new superintendent of operations, they will be meeting with them as well. President Gunsteen asked Ms. Stone to go over which area specifically we are trying to acquire from U-46. Ms. Stone demonstrated the area in question stating that it's an old softball field that they don't seem to utilize to see if we could get any additional depth to the triangle piece to make it more marketable due to the shallowness of that lot. She stated that Friday is the deadline for the engineering firms to submit their statement of interest for phases one and two of the Oak Avenue realignment. Ms. Stone went on to say that the Village is working with the Bureau of Local Rad and IDOT to try and find a firm that pre-qualified with IDOT and familiar with the documentation that's needed for the MFT funds. She stated that IDOT does have plans for some intersection improvements at South Bartlett and Lake as well as North Oak and Lake. That includes some sidewalks, bike paths, turn lanes, and street lighting. She went on to say that this is a five-year plan and that their plans do change periodically.

Ms. Stone stated that the building demolitions will reduce the blight in the TIF. She stated that they're looking at redeveloping 555 W. Lake Street most likely sometime next year. She went on to say that the TIF lasts 23 years, stating that we are on the right path to get redevelopment starting and because of the nature of the site, we are dealing with multiple property owners. She stated that they've been working with GIS and did a drone fly over last week. She went on to say that they are preparing an online application to help market some of the sites within the TIF and that they're in contact with property owners trying to encourage them to hire brokers. Ms. Stone completed her presentation and asked if there were any questions.

Trustee Gandsey asked about the property from U-46, stating that it would still seem very shallow even if we acquired that property. She asked how we know if it would be enough for someone to want it. Ms. Stone stated that if we get enough property there, it would be a developer that's interested in buying all



## VILLAGE OF BARTLETT COMMITTEE MINUTES June 17, 2025

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of the property, the triangle piece, in addition to the land we acquire from U-46. Trustee Gandsey asked if it would be a problem that it's zoned as B3 right up against B4. Ms. Stone stated that if someone came in because they have a larger property, that we could always rezone it to B4 to give us the flexibility that we need. Trustee LaPorte asked if we've received any response from anyone who is looking forward to us doing a TIF there. Ms. Stone stated that when the signs first went up for 555 W. Lake Street, they did receive a few phone calls from people thinking it was for sale and asking what the price was, however, we did not own that space yet. She went on to say that we have a lot of work to do to get it ready for sale. Trustee Hopkins asked what the cost was for that site. Ms. Stone stated approximately \$260,000 were the estimates that were received. Trustee Hopkins asked what in particular would be the most time-consuming piece that would take this project into 2026. Ms. Stone stated that removing the tanks will be quick and that it should be completed in August. She stated that demolishing the building and the pavement will take us into September or October. She went on to say that everything related to remediation is all through IEPA which will slow down the process significantly. Mayor Gunsteen wanted to clarify that it can still be marketed while that's being completed, which was confirmed. Trustee LaPorte asked what our break even would be. Ms. Stone stated that it's too soon to tell but stated that the village board has options such as do we want to post it for sale, do we want to put out a request for proposals and see what developers want to come in etc.

Trustee Hopkins stated that he thinks the village should build a strip mall themselves and put a building up since we know what it's like dealing with a developer and selling a piece of property only to have it not developed. Mayor Gunsteen stated that he believes we as the village should control the property to see if we can get proposals for price and uses that we feel are deemed suitable for what we want to see in the TIF, along with what we don't want to see and work backwards from that. He went on to say that we should put a sign out there, marketed as TIF district and village owned and see what happens. He stated that it's a very valuable and high traffic corner in addition to the other corner that is for sale which means we could potentially see two developments at the same time.

Trustee Gandsey asked if we would start sending RFP's out now or sometime in the future after it's cleaned out. Ms. Stone stated that we want to first see how things go in terms of interest from posting a sign. Economic and Development Coordinator Tony Fradin stated that they are already working with public works to get a sign posted. He stated that in terms of social media, they are reaching out to do a broker blast which entails about 400 local brokers and developers, along with a variety of marketing techniques such as incorporating it into our branding campaign where we'll be doing a feature on a lot of the Lake Street TIF district.

Trustee LaPorte asked to review the slide that would show what would fit on that acreage. Ms. Stone stated that it's less than an acre so it's pretty small, but it could fit a small retail outlet such as a coffee shop or a small shopping center with a drive through. Mayor Gunsteen asked if we are allowed to put the Oak realignment in prior to them conveying that property. Public Works Director Dan Dinges stated that during their discussion with IDOT, they will work up the phase one concept for how Oak would realign and then start talking to us about how they would convey that land. He went on to say that he believes it's going to run parallel once it's moved further down the road on design and they agree on the realignment after which they would begin discussions about acquiring that land. Mayor Gunsteen asked if a developer decided to build on one of those corners would they have to go through the process themselves to get



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
June 17, 2025**

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that light and access point to extend at Oak into their development. Mr. Dinges stated that if the mayor was referencing the intersection of Oak and Bartlett, then it will be a village project with IDOT where we would get that built, and any developments South of there would build off the realignment of Oak. Mayor Gunsteen asked if we can start the process prior to negotiating and conveying. Village Administrator Paula Schumacher stated that they would be doing that on Friday.

Mayor Gunsteen asked if anyone has anything that they saw during the presentation that they don't like or would like to see bigger picture. He stated that he doesn't want to see Prospect go through to Park Blvd. Ms. Stone confirmed that is not happening. Mayor Gunsteen stated that he thinks it's important to keep the frontage for commercial as much as possible, especially tax generating commercial property. He went on to say that if the board feels that there's an ample amount of space for residential or mixed-use lots, it makes sense to have those across the street from Eastview to have residential. Mayor Gunsteen asked about U-46 and if there had been meaningful conversations regarding the triangle piece. Ms. Stone stated that she believes their meeting in July will be more in-depth. Trustee Gandsey asked if we would have to pay for it or would we like more TIF incentives. Ms. Stone stated that we don't know if they want more of the front property, so we'll have to wait to figure that out. She went on to say that we can't give them TIF funds if they do a project now, we would have to wait until there is increment.

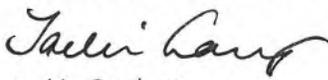
C. ADJOURNMENT

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

ROLL CALL VOTE TO ADJOURN

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

The Committee of the Whole meeting was adjourned at 8:34 p.m.

  
Jackie Cardoza  
Executive Assistant

DATE: 7/8/2025  
TIME: 9:54:03AM

**VILLAGE OF BARTLETT  
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PAGE: 1

**10000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/JULY 25	946.05
** 1 IPBC	MONTHLY INSURANCE - JULY 2025	303,653.39
	<u>INVOICES TOTAL:</u>	<u>304,599.44</u>
		304,599.44

**1100-VILLAGE BOARD/ADMINISTRATION**

**522400-SERVICE AGREEMENTS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	170.94
	<u>INVOICES TOTAL:</u>	<u>170.94</u>

**543900-COMMUNITY RELATIONS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	4,319.80
	<u>INVOICES TOTAL:</u>	<u>4,319.80</u>

**546900-CONTINGENCIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CHOOSE DUPAGE	MAP ANNUAL MEMBERSHIP	5,000.00
1 COMCAST	CABLE SERVICE	25.28
	<u>INVOICES TOTAL:</u>	<u>5,025.28</u>

9,516.02

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 LAW OFFICES OF FRANCIS BONGIOVANN	PROFESSIONAL SERVICES	768.75
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	1,900.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	4,062.89
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	835.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	960.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	300.00
	<u>INVOICES TOTAL:</u>	<u>8,826.64</u>

**523401-ARCHITECTURAL/ENGINEERING SVC**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 V3 COMPANIES LTD	300 SPITZER STRMWTR/CIVIL SITE REVIEW	1,620.00
	<u>INVOICES TOTAL:</u>	<u>1,620.00</u>

\*\* Indicates pre-issue check.

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**523600-SOCIAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHEAST DUPAGE FAMILY	SOCIAL WORKER PROGRAM	6,162.65
	<u>INVOICES TOTAL:</u>	<u>6,162.65</u>
		16,609.29

**1400-FINANCE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	110.36
1 QUADIENT INC	POSTAGE METER LEASE PAYMENT	475.38
	<u>INVOICES TOTAL:</u>	<u>585.74</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	47.18
	<u>INVOICES TOTAL:</u>	<u>47.18</u>
		632.92

**1500-PLANNING & DEV SERVICES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	40.88
	<u>INVOICES TOTAL:</u>	<u>40.88</u>

**523110-LEGAL PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	PUBLIC HEARING NOTICES	264.50
	<u>INVOICES TOTAL:</u>	<u>264.50</u>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MYD BARTLETT SG, LLC	JUNE 2025 CAR WASHES	32.00
	<u>INVOICES TOTAL:</u>	<u>32.00</u>

**526006-INSPECTION SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOOD & ALCOHOL SERVICE TRAINING IN	FOOD SERVICE INSPECTIONS 06/25	810.00
	<u>INVOICES TOTAL:</u>	<u>810.00</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CREDIT MEMO	-27.21

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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INVOICES TOTAL: -27.21

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MENARDS	MATERIALS & SUPPLIES	173.98
1 UNO MAS LANDSCAPING	LANDSCAPING SERVICES	150.00
1 UNO MAS LANDSCAPING	LANDSCAPING SERVICES	200.00
1 UNO MAS LANDSCAPING	LANDSCAPING SERVICES	120.00
1 UNO MAS LANDSCAPING	LANDSCAPING SERVICES	80.00
<u>INVOICES TOTAL:</u>		<u>723.98</u>

**1,844.15**

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONVERGINT TECHNOLOGIES LLC	SECURITY SYSTEM S2 RENEWAL	3,115.42
1 NEW TRADITION FUNERAL SERVICES	TRANSPORTATION SERVICES	400.00
1 PROSHRED CHICAGO	PAPER SHREDDING SERVICES	237.68
1 T-MOBILE	TELEPHONE BILL	1,041.60
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
<u>INVOICES TOTAL:</u>		<u>6,029.70</u>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ID NETWORKS	ANNUAL MAINTENANCE AGREEMENT	2,700.00
<u>INVOICES TOTAL:</u>		<u>2,700.00</u>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	219.00
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	136.32
<u>INVOICES TOTAL:</u>		<u>355.32</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	168.96
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	34.20
1 ELGIN KEY & LOCK CO INC	KEYS	19.50
1 THE FINER LINE INC	NAME PLATE/ENGRAVING	109.75
1 SIRCHIE ACQUISITION COMPANY LLC	EVIDENCE SUPPLIES	90.50
1 WAREHOUSE DIRECT	TONER	136.69
<u>INVOICES TOTAL:</u>		<u>559.60</u>

**530110-UNIFORMS**

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

DATE: 7/8/2025  
TIME: 9:54:03AM

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1 RAY O'HERRON CO INC	UNIFORM APPAREL	487.97
1 RAY O'HERRON CO INC	UNIFORM APPAREL	766.86
1 RAY O'HERRON CO INC	UNIFORM APPAREL	823.27
1 RAY O'HERRON CO INC	UNIFORM APPAREL	21.11
1 RAY O'HERRON CO INC	UNIFORM APPAREL	2,363.94
1 STREICHER'S INC	UNIFORM APPAREL	1,540.00
<b>INVOICES TOTAL:</b>		<b>6,003.15</b>

**530125-SHOOTING RANGE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	52.24
<b>INVOICES TOTAL:</b>		<b>52.24</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STATE GRAPHICS	BUSINESS CARDS	63.80
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	81.03
1 WAREHOUSE DIRECT	MAINTENANCE SUPPLIES	20.52
<b>INVOICES TOTAL:</b>		<b>165.35</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE UPS STORE	SHIPPING CHARGES	17.96
<b>INVOICES TOTAL:</b>		<b>17.96</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SAMUEL MORA	CONFERENCE EXPENSES	893.04
1 NORTH EAST MULTI-REGIONAL TRAININ	CLASS REGISTRATION FEES	300.00
<b>INVOICES TOTAL:</b>		<b>1,193.04</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MAJOR CASE ASSISTANCE TEAM	ANNUAL MEMBERSHIP DUES	4,000.00
<b>INVOICES TOTAL:</b>		<b>4,000.00</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	446.15
<b>INVOICES TOTAL:</b>		<b>446.15</b>

**544001-PRISONER DETENTION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT SOAP N SUDS	DETENTION BLANKET CLEANING	35.00
<b>INVOICES TOTAL:</b>		<b>35.00</b>

\*\* Indicates pre-issue check.

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**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONRAD POLYGRAPH INC	POLYGRAPH EXAM FEE	600.00
** 1 PHYSICIANS IMMEDIATE CARE	PERSONNEL TESTING	179.00
<b>INVOICES TOTAL:</b>		<b>779.00</b>
		<b>22,336.51</b>

**1800-STREET MAINTENANCE**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	50.43
1 VERIZON WIRELESS	WIRELESS SERVICES	21.00
<b>INVOICES TOTAL:</b>		<b>71.43</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	170.20
1 NICOR GAS	GAS BILL	66.11
1 NICOR GAS	GAS BILL	159.42
<b>INVOICES TOTAL:</b>		<b>395.73</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	85.00
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	690.00
<b>INVOICES TOTAL:</b>		<b>775.00</b>

**527100-SERVICES TO MAINTAIN STREETS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FLAT CAN RECYCLING	AEROSAL CAN RECYCLING FEES	281.35
1 WELCH BROS INC	DUMP ASPHALT GRINDINGS	100.00
<b>INVOICES TOTAL:</b>		<b>381.35</b>

**527110-SVCS TO MAINTAIN TRAFFIC SIGS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	179.89
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	491.00
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	1,190.64
<b>INVOICES TOTAL:</b>		<b>1,861.53</b>

**527112-SERVICE TO MAINTAIN STR LIGHTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMUND & NELSON CO	INSTALL STREET LIGHTING LUMINAIRE SHIELDS	4,830.00
<b>INVOICES TOTAL:</b>		<b>4,830.00</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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**527113-SERVICES TO MAINT. GROUNDS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRUGREEN	FERTILIZER APPLICATION	351.46
1 UNO MAS LANDSCAPING	LANDSCAPE MAINTENANCE SERVICES	7,365.00
	<b>INVOICES TOTAL:</b>	<b>7,716.46</b>

**527130-SIDEWALK & CURB REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PAUL DAVIS	PUBLIC SIDEWALK REPLACEMENT	1,896.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,365.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,578.50
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,477.30
1 ELMHURST CHICAGO STONE COMPANY	DELIVERY WAITING FEE	186.75
1 ELMHURST CHICAGO STONE COMPANY	DELIVERY WAITING FEE	69.75
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,365.00
1 GANNETT FLEMING INC	ROUTE 59 BIKE UNDERPASS PROJECT	2,068.50
1 MICHAEL GERACI	PUBLIC SIDEWALK REPLACEMENT	494.00
1 JOSE RODRIGUEZ	PUBLIC SIDEWALK REPLACEMENT	1,420.00
1 GARY SALVADOR	PUBLIC SIDEWALK REPLACEMENT	975.00
1 WELCH BROS INC	GRAVEL PURCHASE	252.00
	<b>INVOICES TOTAL:</b>	<b>15,147.80</b>

**527140-TREE TRIMMING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BURKE LLC	METRA & TOWN CENTER IMPROVEMENT PROJECT	334,576.03
1 GONZALEZ-BURKE TREE SERVICE	TREE REMOVAL	1,300.00
	<b>INVOICES TOTAL:</b>	<b>335,876.03</b>

**527160-STREET SWEEPING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LRS LLC	STREET SWEEPING SERVICES	10,591.00
	<b>INVOICES TOTAL:</b>	<b>10,591.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	28.10
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	147.70
	<b>INVOICES TOTAL:</b>	<b>175.80</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	25.98
	<b>INVOICES TOTAL:</b>	<b>25.98</b>

**532300-POSTAGE**

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

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 DETAIL BOARD REPORT  
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1 WAREHOUSE DIRECT	OFFICE SUPPLIES	87.43
		<u>INVOICES TOTAL: 87.43</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BRISTOL HOSE & FITTING INC	MAINTENANCE SUPPLIES	1,020.20
1 CAROL STREAM LAWN & POWER	MAINTENANCE MATERIALS	14.34
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	76.17
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	69.98
		<u>INVOICES TOTAL: 1,180.69</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	134.00
1 GRIMCO INC	MATERIALS & SUPPLIES	289.42
1 HIGH STAR TRAFFIC	STREET MAINTENANCE MATERIALS	1,585.90
		<u>INVOICES TOTAL: 2,600.56</u>

**543800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BAXTER & WOODMAN	ONEIDA BASIN IMPROVEMENTS	3,300.00
1 NEENAH FOUNDRY COMPANY	ROLL FRAME & GRATES	1,892.00
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	779.47
		<u>INVOICES TOTAL: 5,971.47</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIGMENT GROUP INC	PERSONNEL TESTING	273.00
		<u>INVOICES TOTAL: 273.00</u>

387,961.26

**2200-MFT EXPENDITURES**

**583005-MFT MAINTENANCE PROGRAM**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHASTAIN & ASSOCIATES LLC	OAK AVE RESURFACING PROJECT	1,103.66
1 SCHROEDER ASPHALT SERVICES INC	2025 STREET'S RESURFACING PROJECT	40,983.75
		<u>INVOICES TOTAL: 42,087.41</u>

42,087.41

**4000-CAPITAL PROJECTS EXPENDITURES**

**582028-DEVON EXCESS FLOW PLANT REHB**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY LIFT STATION	37,953.50

\*\* Indicates pre-issue check.

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1 MARTAM CONSTRUCTION INC	DEVON EXCESS FLOW LIFT STATION	348,957.07
	<u>INVOICES TOTAL:</u>	<u>386,910.57</u>

386,910.57

**430000-DEVELOPER DEPOSITS FUND**

**262099-DEPOSIT-ORDINANCE 89-49**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DR HORTON	BOND REFUND-1308 TIGER LILY DR	1,000.00
1 DR HORTON	BOND REFUND-310 FOXGLOVE DR	7,700.00
1 DR HORTON	BOND REFUND-316 FOXGLOVE DR	7,700.00
1 DR HORTON	BOND REFUND-1286 WILDFLOWER LN	7,700.00
1 DR HORTON	BOND REFUND-314 FOXGLOVE DR	7,700.00
1 DR HORTON	BOND REFUND-317 FOXGLOVE DR	7,700.00
1 DR HORTON	BOND REFUND-320 FOXGLOVE DR	7,700.00
1 DR HORTON	BOND REFUND-1252 WILD TULIP CIR	7,900.00
1 DR HORTON	BOND REFUND-312 FOXGLOVE DR	7,700.00
1 DR HORTON	BOND REFUND-1284 WILD TULIP CT	1,000.00
1 DR HORTON	BOND REFUND-318 FOXGLOVE DR	7,700.00
1 DR HORTON	BOND REFUND-1304 WILD TULIP CT	1,000.00
1 DR HORTON	BOND REFUND-1264 WILD TULIP CT	1,000.00
	<u>INVOICES TOTAL:</u>	<u>73,500.00</u>

73,500.00

**5000-WATER OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	13,035.25
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
	<u>INVOICES TOTAL:</u>	<u>15,328.58</u>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T-MOBILE	TELEPHONE BILL	33.60
1 VERIZON WIRELESS	WIRELESS SERVICES	50.43
	<u>INVOICES TOTAL:</u>	<u>84.03</u>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	3,357.00
	<u>INVOICES TOTAL:</u>	<u>3,357.00</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,787.36
1 NICOR GAS	GAS BILL	88.42

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 1,875.78

**526000-SERVICE TO MAINTAIN VEHICLES**

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

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	614.09
1 CORNERSTONE LAND & LAWN INC	TURF RESTORATION	3,400.00
1 VULCAN CONSTRUCTION MATERIALS LI	GRAVEL PURCHASE	714.22
1 VULCAN CONSTRUCTION MATERIALS LI	GRAVEL PURCHASE	2,042.90
<u>INVOICES TOTAL:</u>		<u>6,771.21</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	28.11
<u>INVOICES TOTAL:</u>		<u>28.11</u>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	POSTAGE	53.61
1 SEBIS DIRECT INC	JULY BILLS POSTAGE	3,162.11
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	87.43
<u>INVOICES TOTAL:</u>		<u>3,303.15</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	69.99
<u>INVOICES TOTAL:</u>		<u>69.99</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIGMENT GROUP INC	PERSONNEL TESTING	76.00
** 1 PHYSICIANS IMMEDIATE CARE	PERSONNEL TESTING	902.00
<u>INVOICES TOTAL:</u>		<u>978.00</u>

31,956.85

**5090-WATER CAPITAL PROJECTS EXP**

**581020-WATER METER AUTOMATION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS & SUPPLIES	212,266.90
<u>INVOICES TOTAL:</u>		<u>212,266.90</u>

\*\* Indicates pre-issue check.

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**581031-LEAK SURVEY/REPAIR**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER SERVICES CO	EMERGENCY LEAK DETECTION SERVICES	350.00
<b>INVOICES TOTAL:</b>		<b>350.00</b>

212,616.90

**5100-SEWER OPERATING EXPENSES**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T-MOBILE	TELEPHONE BILL	67.20
1 VERIZON WIRELESS	WIRELESS SERVICES	50.43
<b>INVOICES TOTAL:</b>		<b>117.63</b>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	312.50
1 TEKLAB INC	SAMPLE TESTING	979.70
<b>INVOICES TOTAL:</b>		<b>1,292.20</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	242.51
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	12.50
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	146.39
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	6.11
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	4.26
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	25.19
1 NICOR GAS	GAS BILL	54.61
1 NICOR GAS	GAS BILL	155.30
1 NICOR GAS	GAS BILL	54.56
1 NICOR GAS	GAS BILL	55.63
1 NICOR GAS	GAS BILL	150.18
1 NICOR GAS	GAS BILL	153.25
1 NICOR GAS	GAS BILL	54.70
1 NICOR GAS	GAS BILL	54.59
<b>INVOICES TOTAL:</b>		<b>1,169.78</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

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

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	28.11

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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INVOICES TOTAL: 28.11

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	SAFETY EQUIPMENT	26.85
<u>INVOICES TOTAL:</u>		<u>26.85</u>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	JULY BILLS POSTAGE	3,162.10
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	87.43
<u>INVOICES TOTAL:</u>		<u>3,249.53</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MATERIALS & SUPPLIES	25.00
1 CORE & MAIN LP	MATERIALS & SUPPLIES	248.59
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	69.99
1 TROJAN TECHNOLOGIES CORP	MAINTENANCE SUPPLIES	408.75
1 TROJAN TECHNOLOGIES CORP	FREIGHT/HANDLING	81.00
1 TROJAN TECHNOLOGIES CORP	SERVICE TECH ON SITE FOR SPRING START UP	1,695.00
1 TROJAN TECHNOLOGIES CORP	ADDITIONAL TRAINING DURING SPRING START UP	847.50
<u>INVOICES TOTAL:</u>		<u>3,375.83</u>

**546200-PERMIT FEES**

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

**547047-IEPA LOAN INTEREST**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 IL ENVIRONMENTAL PROTECTION AGEN	IEPA LOAN PAYMENT	12,731.45
<u>INVOICES TOTAL:</u>		<u>12,731.45</u>

**547048-IEPA LOAN PRINCIPAL**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 IL ENVIRONMENTAL PROTECTION AGEN	IEPA LOAN PAYMENT	55,843.57
<u>INVOICES TOTAL:</u>		<u>55,843.57</u>

95,972.95

**510000-SEWER FUND**

**200504-FRWRD PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE CTY SEWER TREATMENT 06/25	3,461.33

\*\* Indicates pre-issue check.

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INVOICES TOTAL: **3,461.33**

3,461.33

**5190-SEWER CAPITAL PROJECTS EXP**

**582027-WWTP FACILITY IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STRAND ASSOCIATES INC	BITTERSWEET DR WRF-START UP & TRAINING	21,000.00
1 STRAND ASSOCIATES INC	BITTERSWEET DR WRF-CONTRACT ADMIN	1,900.00
<u>INVOICES TOTAL:</u>		<b>22,900.00</b>
		<b>22,900.00</b>

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

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

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	204.95
1 ROSCOE CO	MATS	350.06
<u>INVOICES TOTAL:</u>		<b>555.01</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES SERVICE	EQUIPMENT REPAIRS	90.00
<u>INVOICES TOTAL:</u>		<b>90.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 COMCAST	CABLE SERVICE	910.15
1 NICOR GAS	GAS BILL	528.43
<u>INVOICES TOTAL:</u>		<b>1,438.58</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	914.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	400.00
<u>INVOICES TOTAL:</u>		<b>1,314.00</b>

\*\* Indicates pre-issue check.

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**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	781.00
<b>INVOICES TOTAL:</b>		<b>781.00</b>

**534200-GOLF CART MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	895.45
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	88.39
<b>INVOICES TOTAL:</b>		<b>983.84</b>

**534332-PURCHASES - GOLF BALLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SRIXON / CLEVELAND GOLF / XXIO	CUSTOM GOLF BALLS	260.00
1 TAYLOR MADE GOLF COMPANY INC	GOLF BALLS	268.70
1 TAYLOR MADE GOLF COMPANY INC	GOLF BALLS	3,922.56
<b>INVOICES TOTAL:</b>		<b>4,451.26</b>

**534333-PURCHASES - GOLF CLUBS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF CLUBS	822.32
<b>INVOICES TOTAL:</b>		<b>822.32</b>

**534335-PURCHASES - MISC GOLF MDSE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GHOST GOLF CLUB	APWA TOWELS	2,472.59
1 GHOST GOLF CLUB	FIRECRACKER TOWELS	2,378.28
1 LUCKY IN LOVE	GOLF APPAREL	769.02
<b>INVOICES TOTAL:</b>		<b>5,619.89</b>

16,055.90

**5510-GOLF MAINTENANCE EXPENSES**

**522300-UNIFORM RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTEGRITY SOURCING LLC	T-SHIRTS	1,377.26
<b>INVOICES TOTAL:</b>		<b>1,377.26</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	176.14
1 NICOR GAS	GAS BILL	79.17
<b>INVOICES TOTAL:</b>		<b>255.31</b>

**530100-MATERIALS & SUPPLIES**

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

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1 BTSI	MAINTENANCE SUPPLIES	266.00
1 BTSI	MAINTENANCE SUPPLIES	390.00
1 REINDERS INC	MAINTENANCE SUPPLIES	737.50
1 SIMPLOT TURF & HORTICULTURE	MATERIALS & SUPPLIES	3,089.72
<u>INVOICES TOTAL:</u>		<u>4,483.22</u>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REINDERS INC	CREDIT MEMO	-200.00
1 REINDERS INC	MAINTENANCE SUPPLIES	100.00
<u>INVOICES TOTAL:</u>		<u>-100.00</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	780.99
<u>INVOICES TOTAL:</u>		<u>780.99</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BTSI	MAINTENANCE SUPPLIES	428.00
1 CAROL STREAM LAWN & POWER	MAINTENANCE MATERIALS	173.64
1 CAROL STREAM LAWN & POWER	MAINTENANCE MATERIALS	7.53
1 REINDERS INC	MAINTENANCE SUPPLIES	49.60
1 REVELS TURF & TRACTOR LLC	MAINTENANCE SUPPLIES	61.83
<u>INVOICES TOTAL:</u>		<u>720.60</u>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CREDIT MEMO	-74.99
1 AMAZON CAPITAL SERVICES INC	CREDIT MEMO	-74.99
1 AMAZON CAPITAL SERVICES INC	CREDIT MEMO	-10.79
1 BTSI	MAINTENANCE SUPPLIES	911.46
1 REINDERS INC	MAINTENANCE SUPPLIES	1,436.96
1 REINDERS INC	CREDIT MEMO	-1,436.96
1 SIMPLOT TURF & HORTICULTURE	MATERIALS & SUPPLIES	809.09
<u>INVOICES TOTAL:</u>		<u>1,559.78</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MOLTREE MECHANICAL	EQUIPMENT REPAIRS	275.00
<u>INVOICES TOTAL:</u>		<u>275.00</u>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS DEPT OF AGRICULTURE	PEST CONTROL LICENSE FEE FOR 3 YEARS	120.00
<u>INVOICES TOTAL:</u>		<u>120.00</u>

\*\* Indicates pre-issue check.

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**572000-BUILDING & GROUNDS IMPROVMNTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	7,293.62
1 CENTRAL SOD FARMS INC	SOD PURCHASE	474.00
1 PAYNE SOD FARM INC	SOD PURCHASE	1,430.25
1 THELEN MATERIALS LLC	MAINTENANCE MATERIALS	1,159.80
<b>INVOICES TOTAL:</b>		<b>10,357.67</b>
		<b>19,829.83</b>

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	87.50
1 A MAESTRANZI SONS	KNIFE SHARPENING	22.00
1 A MAESTRANZI SONS	BLADE SHARPENING	25.00
1 NADLER GOLF CAR SALES INC	CAFE LEASE AGREEMENT	700.00
<b>INVOICES TOTAL:</b>		<b>834.50</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPLETE BAR SYSTEMS LLC	CLEAN AND REPAIR BEER LINES	186.00
1 NICOR GAS	GAS BILL	88.07
<b>INVOICES TOTAL:</b>		<b>274.07</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	80.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	36.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	150.00
1 GRECO AND SONS INC	FOOD PURCHASE	87.00
<b>INVOICES TOTAL:</b>		<b>353.00</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	1,085.59
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	600.00
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	577.05
1 EUCLID BEVERAGE LLC	BEER PURCHASE	200.00
1 EUCLID BEVERAGE LLC	CREDIT MEMO	-160.40
1 EUCLID BEVERAGE LLC	BEER PURCHASE	598.54
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	1,500.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	1,009.71
1 GRECO AND SONS INC	FOOD PURCHASE	240.00
1 TEC COFFEE & FOODS	COFFEE PURCHASE	96.50

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 5,746.99

7,208.56

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	87.50
1 A MAESTRANZI SONS	KNIFE SHARPENING	22.00
1 A MAESTRANZI SONS	BLADE SHARPENING	25.00
1 ALSCO	LINEN SERVICES	142.99
1 ALSCO	LINEN SERVICES	490.56
1 ALSCO	LINEN SERVICES	673.43
1 JK TECHNOLOGY SOLUTIONS	MONTHLY SOFTWARE SUPPORT	300.00
<u>INVOICES TOTAL:</u>		<u>1,741.48</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	88.07
<u>INVOICES TOTAL:</u>		<u>88.07</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	72.36
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	30.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	36.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	150.00
1 GRECO AND SONS INC	FOOD PURCHASE	87.00
1 GRECO AND SONS INC	CREDIT MEMO	-103.24
1 MLA WHOLESALE INC	FLOWERS	103.90
1 MLA WHOLESALE INC	FLOWERS	341.05
1 SIGNARAMA	WEDDING BANNER	68.75
<u>INVOICES TOTAL:</u>		<u>785.82</u>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE BAKING INSTITUTE BAKERY CO	CAKE	186.99
1 THE BAKING INSTITUTE BAKERY CO	CAKE	342.99
1 THE BAKING INSTITUTE BAKERY CO	CAKE	290.99
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	1,000.00
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	323.77
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	335.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	100.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	3,243.23
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	450.00
1 GRECO AND SONS INC	FOOD PURCHASE	153.72
1 GRECO AND SONS INC	FOOD PURCHASE	232.87

\*\* Indicates pre-issue check.

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1 GRECO AND SONS INC	FOOD PURCHASE	71.23
1 GRECO AND SONS INC	CREDIT MEMO	-46.00
1 GRECO AND SONS INC	FOOD PURCHASE	71.90
1 GRECO AND SONS INC	FOOD PURCHASE	662.97
1 IL GIARDINO DEL DOLCE INC	PASTRIES/COOKIES/CAKE	238.50
1 IL GIARDINO DEL DOLCE INC	PASTRIES & COOKIES	130.00
<b>INVOICES TOTAL:</b>		<b>7,788.16</b>

10,403.53

**5580-GOLF MIDWAY EXPENSES**

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	930.00
1 CHRIST PANOS FOODS CORPORATION	FOOD PURCHASE	368.00
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	375.70
** 1 ELGIN BEVERAGE CO	BEER PURCHASE	316.54
1 EUCLID BEVERAGE LLC	BEER PURCHASE	541.22
1 EUCLID BEVERAGE LLC	BEER PURCHASE	212.30
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	770.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	160.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	150.35
1 LAKESHORE BEVERAGE	BEER PURCHASE	238.32
1 LAKESHORE BEVERAGE	BEER PURCHASE	522.78
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	142.19
1 TEC COFFEE & FOODS	COFFEE PURCHASE	96.50
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	122.11
<b>INVOICES TOTAL:</b>		<b>4,946.01</b>

4,946.01

**6000-CENTRAL SERVICES EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESH COMPANY INC	COPIER MAINTENANCE SERVICE	7.50
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	294.69
<b>INVOICES TOTAL:</b>		<b>302.19</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	6,301.00
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	686.00
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	686.00
<b>INVOICES TOTAL:</b>		<b>7,673.00</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
--------	---------------------	----------------

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 7/15/2025**

1 NICOR GAS	GAS BILL	151.34
		<u>INVOICES TOTAL: 151.34</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	38.95
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	327.21
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	26.45
		<u>INVOICES TOTAL: 392.61</u>

8,519.14

**6010-INFORMATION SYSTEMS**

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	PHONE REPLACEMENT	369.24
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	14.89
1 CIVICPLUS LLC	NEW MUNICIPAL WEBSITE	12,473.68
1 CONVERGINT TECHNOLOGIES LLC	SOFTWARE SUPPORT	810.00
1 NOMIC NETWORKS INC	ANNUAL SERVICE AGREEMENT	11,700.00
		<u>INVOICES TOTAL: 25,367.81</u>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	187.90
1 COMCAST	INTERNET SERVICE	96.90
1 T-MOBILE	TELEPHONE BILL	67.20
		<u>INVOICES TOTAL: 352.00</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RICCI LUCAS	CONFERENCE EXPENSES	27.00
		<u>INVOICES TOTAL: 27.00</u>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	13.98
1 REPROGRAPHICS	MAPS	34.20
		<u>INVOICES TOTAL: 48.18</u>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DELL COMPUTER CORP	DESKTOP REPLACEMENT COMPUTERS	39,912.40
		<u>INVOICES TOTAL: 39,912.40</u>

65,707.39

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 7/15/2025**

**7000-POLICE PENSION EXPENDITURES**

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAUTERBACH & AMEN LLP	JUNE 2025 PSA	210.00
<b>INVOICES TOTAL:</b>		<b>210.00</b>
		210.00
<b>GRAND TOTAL:</b>		<b>1,746,135.96</b>

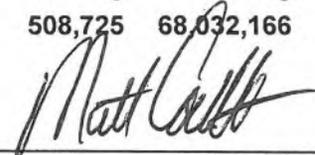
GENERAL FUND	743,499.59
MOTOR FUEL TAX FUND	42,087.41
CAPITAL PROJECTS	386,910.57
DEVELOPER DEPOSITS FUND	73,500.00
WATER FUND	244,573.75
SEWER FUND	122,334.28
PARKING FUND	350.00
GOLF FUND	58,443.83
CENTRAL SERVICES FUND	74,226.53
POLICE PENSION FUND	210.00
<b>GRAND TOTAL</b>	<b>1,746,135.96</b>

\*\* Indicates pre-issue check.

CASH & INVESTMENT REPORT  
 FISCAL YEAR 2025/26 as of May 31, 2025

Fund	4/30/2025	Receipts	Disburse- ments	5/31/2025	Detail of Ending Balance			
					Cash	Investments	Net Assets/Liab.	5/31/2025
General	27,416,779	3,223,452	2,692,840	27,947,391	16,358,890	13,592,926	(2,004,425)	27,947,391
MFT	7,614,416	177,810	0	7,792,227	4,690,084	3,239,773	(137,631)	7,792,227
Debt Service	1,153,095	127,727	246,236	1,034,586	542,152	492,434	0	1,034,586
Capital Projects	3,079,659	11,875	0	3,091,534	24,356	3,321,659	(254,481)	3,091,534
Municipal Building	4,449,184	21,317	0	4,470,501	2,195,945	1,994,567	279,989	4,470,501
Developer Deposits	3,560,459	52,447	0	3,612,906	1,034,264	2,388,353	190,288	3,612,906
59 & Lake TIF	(2,763,190)	0	0	(2,763,190)	625,155	567,825	(3,956,170)	(2,763,190)
BC Municipal TIF	0	0	0	0	(7,750)	(7,040)	0	0
Bluff City TIF Municipal	454,650	18,126	0	472,776	247,748	225,028	0	472,776
Water	4,710,649	1,096,377	915,722	4,891,304	2,606,443	2,367,329	(82,468)	4,891,304
Sewer	30,168,052	723,634	413,752	30,477,934	5,052,568	4,589,133	20,836,233	30,477,934
Parking	(183,564)	7,260	2,711	(179,015)	0	0	(179,015)	(179,015)
Golf	(1,701,882)	338,276	266,276	(1,629,882)	0	0	(1,629,882)	(1,629,882)
Central Services	821,867	147,466	191,623	777,710	451,258	409,876	(83,423)	777,710
Vehicle Replacement	3,899,145	73,027	0	3,972,172	1,080,871	981,751	1,909,550	3,972,172
<b>TOTALS</b>	<b>85,645,567</b>	<b>6,018,795</b>	<b>4,729,161</b>	<b>83,968,955</b>	<b>34,901,985</b>	<b>34,163,614</b>	<b>14,888,566</b>	<b>83,968,955</b>

BC Project TIF	699,713	2,491	0	702,203	0	0	702,203	702,203
Bluff City Project TIF	64,839	257,809	0	322,648	169,077	153,571	0	322,648
Bluff City SSA Debt Srv.	107,505	383	0	107,888	0	0	107,888	107,888
Police Pension	66,309,487	2,559,704	328,300	68,540,891	508,725	68,032,166	0	68,540,891



Matt Coulter  
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT  
REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND  
FISCAL YEAR 2025/26 as of May 31, 2025

Fund	Revenues				Expenditures			
	Actual	Current Year Budget	Percent	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	3,223,452	33,708,404	9.56%	8.44%	2,692,840	37,599,396	7.16%	7.89%
MFT	177,811	3,150,000	5.64%	7.82%	0	6,450,000	0.00%	0.00%
Debt Service	127,727	3,037,773	4.20%	4.76%	246,236	2,962,198	8.31%	9.12%
Capital Projects	11,875	20,000	59.37%	6.51%	0	0	0.00%	0.00%
Municipal Building	21,317	90,000	23.69%	1.05%	0	502,360	0.00%	0.00%
Developer Deposits	52,447	840,000	6.24%	11.69%	0	0	0.00%	0.00%
Bluff City SSA	383	2,500	15.31%	2.99%	0	60,000	0.00%	0.00%
59 & Lake TIF	0	605,000	0.00%	0.00%	0	605,000	0.00%	0.00%
Bluff City Municipal TIF	18,126	130,000	13.94%	7.81%	0	105,000	0.00%	0.00%
Bluff City Project TIF	257,809	4,120,000	6.26%	2.80%	0	4,100,000	0.00%	0.00%
Brewster Creek Municipal TIF	0	0	0.00%	50.39%	0	0	0.00%	0.00%
Brewster Creek Project TIF	2,491	15,000	16.60%	33.19%	0	0	0.00%	0.00%
Water	1,096,377	13,691,000	8.01%	7.71%	915,722	16,020,825	5.72%	5.66%
Sewer	723,634	7,335,000	9.87%	13.01%	413,752	9,478,382	4.37%	2.72%
Parking	7,260	75,000	9.68%	8.29%	2,711	72,600	3.73%	4.88%
Golf	338,276	3,412,500	9.91%	7.42%	266,276	3,266,927	8.15%	5.96%
Central Services	147,466	1,751,282	8.42%	8.69%	191,623	1,960,761	9.77%	13.03%
Vehicle Replacement	73,027	878,132	8.32%	8.89%	0	850,000	0.00%	0.00%
Police Pension	2,559,704	8,128,098	31.49%	25.49%	328,300	4,244,901	7.73%	7.55%
Subtotal	8,839,181	80,989,689	10.91%	9.79%	5,057,461	88,278,350	5.73%	5.61%
Less Interfund Transfers	(363,222)	5,427,564	-6.69%	5.62%	(363,222)	5,427,564	-6.69%	5.62%
Total	8,475,959	86,417,253	9.81%	10.15%	4,694,239	93,705,914	5.01%	5.61%

VILLAGE OF BARTLETT TREASURER'S REPORT  
MAJOR REVENUE BUDGET COMPARISONS  
FISCAL YEAR 2025/26 as of May 31, 2025

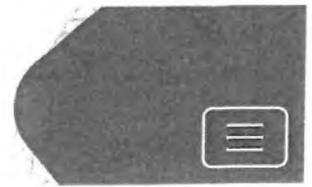
Fund	Current Year		Percent	Prior YTD %
	Actual	Budget		
Property Taxes	536,858	12,882,559	4.17%	4.70%
Sales Taxes (General Fund)	567,635	5,900,000	9.62%	5.99%
Income Taxes	1,286,294	7,250,000	17.74%	15.66%
Telecommunications Tax	32,478	390,000	8.33%	7.71%
Home Rule Sales Tax	324,297	3,500,000	9.27%	6.97%
Real Estate Transfer Tax	72,067	600,000	12.01%	11.59%
Use Tax	25,295	800,000	3.16%	7.09%
Building Permits	129,656	900,000	14.41%	16.93%
MFT	148,567	1,800,000	8.25%	8.26%
Water Charges	1,032,896	13,100,000	7.88%	7.28%
Sewer Charges	669,157	7,000,000	9.56%	8.61%
Interest Income	251,406	1,725,000	14.57%	13.48%

**VILLAGE OF BARTLETT TREASURER'S REPOR**  
**GOLF FUND DETAIL (Excluding Capital Projects)**  
**FISCAL YEAR 2025/26 as of May 31,2025**

Fund	Actual	Current Year Budget	Percent
<b>Golf Program</b>			
Revenues	218,302	2,121,500	10.29%
Expenses	146,011	1,918,831	7.61%
Net Income	72,291	202,669	35.67%
<b>F&amp;B - Restaurant</b>			
Revenues	23,248	171,000	13.60%
Expenses	42,118	433,801	9.71%
Net Income	(18,870)	(262,801)	7.18%
<b>F&amp;B - Banquet</b>			
Revenues	69,766	890,000	7.84%
Expenses	69,784	797,523	8.75%
Net Income	(18)	92,477	-0.02%
<b>F&amp;B - Midway</b>			
Revenues	26,960	230,000	11.72%
Expenses	8,363	116,772	7.16%
Net Income	18,597	113,228	16.42%
<b>Golf Fund Total</b>			
Revenues	338,276	3,412,500	9.91%
Expenses	266,276	3,266,927	8.15%
Net Income	72,000	145,573	49.46%



# 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 0018889

Fiscal Year

2025

Issue Date

05/06/25

Warrant Total

\$567,634.88

Warrant Status

Agency

Contract

Invoice

Voucher

Agency Amount

492 - REVENUE

A4376121

5A4376121

\$567,634.88

#### IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$567,634.88	DISTRIBUTE MUNI/CNTY SALES TAX

#### Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 05/06/2025
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: FEB. 2025 COLL MO: MAR. 2025 VCHR MO: MAY. 2025
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.](#)

**Sales Taxes**

Month	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	FY 25/26
May	161,850	159,411	167,379	156,194	160,850	185,540	220,859	255,956	296,621	567,635
June	178,006	186,494	194,753	187,952	183,798	277,635	281,954	308,327	340,105	
July	181,943	201,320	200,041	205,572	198,797	274,678	303,057	323,030	374,363	
August	224,385	219,629	227,783	232,110	209,005	331,855	338,161	350,947	436,666	
September	211,186	224,268	218,236	220,524	233,289	325,874	334,152	354,588	367,895	
October	209,930	215,328	211,089	262,349	221,535	299,302	380,114	340,045	669,876	
November	206,205	208,760	215,922	227,334	202,764	304,608	319,337	325,687	499,933	
December	212,435	219,639	196,081	214,284	236,916	314,214	316,040	307,781	594,776	
January	207,123	221,599	221,276	243,184	208,079	282,703	338,672	334,418	676,203	
February	201,075	206,836	196,714	186,495	199,411	312,927	335,097	348,179	574,313	
March	190,934	196,530	181,590	203,051	203,477	308,392	452,524	334,584	590,749	
April	167,837	180,413	170,866	193,930	211,072	247,260	281,334	268,643	586,756	
<b>Total</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>	<b>6,008,258</b>	<b>567,635</b>
<b>% increase</b>	<b>6.46%</b>	<b>3.71%</b>	<b>-1.58%</b>	<b>5.46%</b>	<b>-2.53%</b>	<b>40.34%</b>	<b>12.59%</b>	<b>-4.51%</b>	<b>118.42%</b>	<b>91.37%</b>
<b>Budget</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>4,950,000</b>	<b>5,900,000</b>



Municipality Report

June 2, 2025

Bartlett

**MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR MAY, 2025**

Beginning Unobligated Balance		<b>\$7,943,682.82</b>
Motor Fuel Tax Fund Allotment	\$68,856.62	
MFT Transportation Renewal Fund Allotment	\$80,564.04	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		<b>\$149,420.66</b>
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		<b>\$8,093,103.48</b>

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**PROCESSED TRANSACTIONS:**

**MOTOR FUEL TAX**

Month	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	FY 2025-26
May	93,139	91,478	86,848	83,590	96,769	134,647	138,706	148,455	143,652	149,421
June	58,737	72,645	79,592	76,204	99,562	138,322	143,599	154,189	157,757	
July	94,278	95,252	93,416	95,250	121,837	137,127	140,615	146,693	156,001	
August	89,533	89,970	90,079	137,033	142,172	148,687	135,008	152,712	165,946	
September	79,032	79,527	75,247	148,846	132,059	142,475	146,887	161,807	160,216	
October	91,489	91,053	98,725	136,575	130,305	131,236	139,533	145,203	157,805	
November	93,216	92,796	92,950	153,788	131,647	144,611	140,270	170,467	166,026	
December	97,757	91,055	89,502	180,890	136,795	153,239	160,435	160,431	154,353	
January	92,928	93,233	89,403	128,180	119,239	140,177	128,618	137,026	150,579	
February	88,602	80,765	81,313	126,802	112,605	96,768	131,699	146,175	156,060	
March	75,544	80,062	77,761	131,268	116,673	137,179	127,842	134,330	140,929	
April	90,224	94,326	91,212	122,218	135,751	138,279	146,038	147,837	148,567	
Subtotal	1,044,479	1,052,164	1,046,048	1,520,643	1,475,415	1,642,746	1,679,249	1,805,325	1,857,890	149,421
Plus:										
High Growth	37,801	37,266	36,909	9,192	89,348	61,771	-	37,987		
Jobs Now										
Rebuild Illinois					1,357,885	905,256	452,628			
Total	1,082,280	1,089,430	1,082,957	1,529,835	2,922,648	2,609,773	2,131,877	1,843,312	1,857,890	149,421
Budget	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	1,800,000
Annual Inc in \$ only MFT Allocations	-0.91%	0.74%	-0.58%	45.37%	-2.97%	11.34%	2.22%	1.23%	0.49%	4.02%

## Income Taxes - Based on Month vouchered (not necessarily paid in same month)

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	FY 2025-26
May	738,677	562,075	552,308	565,171	827,513	415,461	693,410	1,304,763	988,791	1,100,016	1,286,294
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	359,762	
October	420,455	360,422	324,300	393,064	437,466	458,423	588,142	663,057	712,313	768,224	
November	277,231	241,907	244,065	283,096	285,514	309,760	337,156	419,871	479,810	461,166	
December	216,813	219,162	214,871	234,648	269,799	274,242	314,565	376,725	376,979	359,994	
January	406,804	354,337	313,145	341,897	377,110	436,922	560,065	611,766	655,603	751,153	
February	445,170	409,813	453,275	411,330	388,526	461,926	698,349	604,890	620,344	613,630	
March	257,723	214,499	227,873	247,673	288,908	318,357	302,694	358,254	403,200	393,730	
April	398,780	413,655	349,908	397,816	424,333	507,617	646,664	576,594	636,579	720,976	
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	7,144,231	1,286,294
<b>Annual Inc</b>											
Budget	4,125,000	4,368,048	4,165,000	3,700,000	4,150,000	4,325,000	4,560,000	5,400,000	6,400,000	7,025,000	7,250,000



*Proclamation*  
*National Night Out 2025*  
*Tuesday, August 5th, 2025*

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on Tuesday, August 5, 2025 entitled “National Night Out”; and

WHEREAS, the “42nd Annual National Night Out” provides an exceptional opportunity for Bartlett, Illinois to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the Village of Bartlett’s Police Department through community wide crime, drug and violence prevention efforts in Bartlett, Illinois is supporting “National Night Out 2025” locally; and

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

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

NOW, THEREFORE, I, VILLAGE PRESIDENT DANIEL H. GUNSTEEN, do hereby call upon all citizens of Bartlett, Illinois to join the VILLAGE OF BARTLETT and the National Association of Town Watch in supporting the “42nd Annual National Night Out” on Tuesday, August 5, 2025.

FURTHER, LET IT BE RESOLVED THAT I, VILLAGE PRESIDENT DANIEL H. GUNSTEEN, do hereby proclaim Tuesday, August 5, 2025 as “NATIONAL NIGHT OUT” in Bartlett, Illinois.

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Village Clerk

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Village President





# Agenda Item Executive Summary

**AGENDA ITEM:** #2025-05 Nova 2  
(BHBP Annexation Agreement)

**BOARD OR COMMITTEE:** Board

## BUDGET IMPACT

**Amount** N/A

**Budgeted** N/A

**Fund:** N/A

**Corresponding Activity Measure:** N/A

## EXECUTIVE SUMMARY

The petitioner is requesting a fifth amendment to the Blue Heron Business Park Annexation Agreement to redesignate the property at the northeast corner of Miles Parkway and West Bartlett Road to Development Area 3 to allow the construction of a building for Nova 2, a tire distribution and truck servicing company. The original Blue Heron Business Park annexation agreement identified the property as being within Development Area 4 and only permitted commercial uses on the subject property.

The Committee of the Whole reviewed the petitioner's requests at their meeting on June 17, 2025. The Committee forwarded the petition to the Village Board to conduct the public hearing and for a final vote.

## ATTACHMENTS (PLEASE LIST)

PDS memo, ordinance with exhibits

## RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Work to improve business profile in the village (Route 25 corridor)

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 2025-\_\_\_ An Ordinance Approving a Fifth Amendment to the Annexation Agreement for the Blue Heron Business Park
- Motion

Staff: Kristy Stone, PDS Director

Date: July 8, 2025

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**  
**25-43**

DATE: July 8, 2025  
TO: Paula Schumacher, Village Administrator  
FROM: Kristy Stone, PDS Director   
RE: **#25-05 Nova 2**

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**PETITIONER**

Abbott Land and Investment Corporation

**SUBJECT SITE**

NWC Miles Parkway and West Bartlett Road  
(Blue Heron Industrial Park)

**REQUESTS**

Fifth Amendment to the Annexation Agreement

**BACKGROUND**

1. The Planned Development approved by Ordinance #2003-99, approved and executed the annexation agreement between Bluff City LLC, Southwind Financial Ltd., David D. Welch and the Village of Bartlett for the Blue Heron Business Park. The annexation agreement designed four development areas within the park, each with its own bulk requirements and list of permitted uses, special uses and prohibited uses.
2. Ordinance #2003-104 approved the Blue Heron's Concept Plan and Preliminary PUD Plan which identified the Subject Property as being located within Development Area 4 which only permitted commercial uses along West Bartlett Road.
3. The petitioner submitted a concept plan for this project to change the designation of the property to Development Area 3 to allow a tire distribution and truck servicing facility was reviewed by the **Committee of the Whole** at their April 15, 2025 meeting. The committee encouraged the applicant to submit a full development application.

**DISCUSSION**

1. The **Committee of the Whole** reviewed the request to amend the annexation agreement as part of their review of Nova 2 at their meeting on **June 17, 2025**. The Committee forwarded the petition to the Village Board to hold the Public Hearing for the Fifth Amended Annexation Agreement and to vote on the Ordinances for adoption.
2. The **Planning & Zoning Commission** reviewed the Nova 2's requests for the amendments to the Blue Heron Business Park planned unit development and site plan review and conducted the required public hearing and recommended approval at their **July 3, 2025** meeting. *These requests will be voted on in a separate ordinance.*
3. The Village Board conducted the public hearing and review the request to **amend the annexation agreement** approved by Ordinance #2003-99 to change the designation of the property to Development Area 3.
4. The ordinance approving the fifth amendment to the annexation agreement for Blue Heron Business Park is attached for your review.

ORDINANCE 2025-\_\_\_\_\_

AN ORDINANCE APPROVING A FIFTH AMENDMENT TO THE  
ANNEXATION AGREEMENT FOR THE BLUE HERON  
BUSINESS PARK

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**WHEREAS**, The Village of Bartlett ("**Village**") and certain other parties entered into an Annexation Agreement dated July 29, 2003, and recorded on October 16, 2003, in the Office of the Recorder of Deeds of Kane County, Illinois as Doc. No. 2003K188000 (the "**Original Annexation Agreement**"), for various parcels of land as described in the Original Annexation Agreement as the Blue Heron Business Park; and

**WHEREAS**, the Original Annexation Agreement was later amended by the First Amendment, dated March 17, 2009, and recorded on May 27, 2009, in the office of the Recorder of Deeds of Kane County, Illinois as Doc. No. 2009K039229 (the "**First Amendment**"); and

**WHEREAS**, the Original Annexation Agreement and the First Amendment were later amended by the Second Amendment dated April 16, 2013, and recorded on October 23, 2013, in the office of the Recorder of Deeds of Kane County, Illinois as Doc. No. 2013K075796 (the "**Second Amendment**"); and

**WHEREAS**, the Original Annexation Agreement, the First Amendment, and the Second Amendment were later amended by the Third Amendment, dated February 16, 2016, and recorded on March 15, 2016, in the office of the Recorder of Deeds of Kane County, Illinois, as Doc. No. 2016K012247 (the "**Third Amendment**"); and

**WHEREAS**, the Original Annexation Agreement, the First Amendment, the Second Amendment, and the Third Amendment were later amended by the Fourth Amendment, dated March 19, 2024, and recorded on March 21, 2024, in the office of the Recorder of Deeds of Kane County, Illinois, as Doc. No. 2024K009199 (the "**Fourth Amendment**") (the Original Annexation Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment shall collectively be referred to as the "**Annexation Agreement**"); and

**WHEREAS**, pursuant to Section 12 of the Third Amendment, further amendments to the Annexation Agreement require only the consent and written approval of the legal titleholder(s) of an interest in the property affected by the terms of such amendment; and

**WHEREAS**, GIFFORD 300, LLC (the "**Owner**") is the owner the property located generally at the northwest corner of Miles Parkway and West Bartlett Road in the Village of Bartlett, legally described on **Exhibit A**, and is referred to herein as the "**Subject Property**"; and

**WHEREAS**, the development and use of the Subject Property is governed by the Annexation Agreement; and

**WHEREAS**, the Owner has proposed certain modifications to the Annexation Agreement related to the permissible uses of the Subject Property (the "**Fifth Amendment**") including a modification of the existing Planned Unit Development Plan to change the designation of the Subject Property from "Development Area 4" to "Development Area 3," as more specifically described in the Annexation Agreement; and

**WHEREAS**, the Fifth Amendment to the Annexation Agreement was submitted pursuant to application provisions of the Illinois Municipal Code (65 ILCS 5/11-15.1-1, *et seq.*) to the Corporate Authorities of the Village and a public hearing on the Fifth Amendment to the Annexation Agreement was held before the Corporate Authorities on July 15, 2025, pursuant to proper notice as provided by statute; and

**WHEREAS**, the Corporate Authorities of the Village have considered the Fifth Amendment to the Annexation Agreement and have determined that approving the Fifth Amendment is in the best interests of the public health, safety, and welfare of the Village and its residents.

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

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

**SECTION TWO:** **Approval; Authorization.** The Corporate Authorities of the Village of Bartlett hereby approve the Fifth Amendment to the Annexation Agreement in substantially the form attached to this Ordinance as Exhibit B. The Village President and Village Clerk are hereby authorized and directed to execute and attest, respectively, the Fifth Amendment to the Annexation Agreement on behalf of the Village.

**SECTION THREE:** **Recordation.** The Village Clerk is hereby authorized and directed to record the Fifth Amendment to the Annexation Agreement on behalf of the Village upon receipt of a fully executed copy. The Owner of the Subject Property must pay for the recordation costs.

**SECTION FOUR:** **Continued Effect:** Except as expressly modified by the Fifth Amendment, the Annexation Agreement shall remain in full force and effect to govern the development and use of the Blue Heron Business Park.

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**PASSED:** July 15, 2025

**APPROVED:** July 15, 2025

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Daniel H. Gunsteen, 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 2025- \_\_\_\_\_ enacted on July 15, 2025, and approved on July 15, 2025, as the same appears from the official records of the Village of Bartlett.

---

Lorna Giles, Village Clerk

**Exhibit A**

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

Parcel area = 4.228 acres  
PIN: 06-36-200-021

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD DEDICATED PER DOCUMENT NO. 2008K010201 AND THE SOUTHERLY EXTENSION OF THE MOST WESTERLY RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE NORTH 03 DEGREES 03 MINUTES 25 SECONDS WEST, A DISTANCE OF 426.19 FEET ALONG SAID SOUTHERLY EXTENSION OF THE MOST WESTERLY RIGHT OF WAY LINE OF MILES PARKWAY TO A SOUTHERLY RIGHT OF WAY LINE OF MILES PARKWAY; THENCE THE FOLLOWING THREE COURSES ALONG THE SOUTHERLY, SOUTHWESTERLY AND WESTERLY RIGHT OF WAY LINE OF SAID MILES PARKWAY: THENCE NORTH 88 DEGREES 49 MINUTES 56 SECONDS EAST, A DISTANCE OF 333.92 FEET; THENCE EASTERLY ALONG A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 117.00 FEET, AN ARC DISTANCE OF 185.13 FEET AND CHORD BEARING SOUTH 45 DEGREES 50 MINUTES 18 SECONDS EAST; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 256.90 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID WEST BARTLETT ROAD; THENCE THE FOLLOWING TWO COURSES ALONG THE NORTH RIGHT OF WAY LINE OF SAID WEST BARTLETT ROAD; THENCE SOUTH 44 DEGREES 06 MINUTES 47 SECONDS WEST, A DISTANCE OF 71.18 FEET; THENCE SOUTH 88 DEGREES 44 MINUTES 05 SECONDS WEST, A DISTANCE OF 383.33 FEET, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS

**EXHIBIT B**

**FIFTH AMENDMENT TO THE ANNEXATION AGREEMENT**

THIS INSTRUMENT PREPARED  
BY AND RETURN TO:

Kurt S. Asprooth  
Ancel Glink, P.C.  
140 S. Dearborn Street, 6th Floor  
Chicago, IL 60603

**FIFTH AMENDMENT TO THE ANNEXATION  
AGREEMENT FOR THE BLUE HERON BUSINESS PARK**

**THIS FIFTH AMENDMENT TO THE ANNEXATION AGREEMENT FOR THE BLUE HERON BUSINESS PARK** (“*Fifth Amendment*”), dated July 15, 2025, is entered into by and among THE VILLAGE OF BARTLETT, an Illinois home-rule municipality located in Cook, Kane, and DuPage counties, Illinois (the “*Village*”) and GIFFORD 300, LLC, an Illinois limited liability company (“*Owner*”). The Village and the Owner are at times referred to herein individually as “*Party*” and jointly as “*Parties.*”

**RECITALS**

**WHEREAS**, the Village and certain other parties entered into that Annexation Agreement (titled the 125 Acre Annexation Agreement for the Blue Heron Business Park) dated July 29, 2003, and recorded on October 16, 2003, in the Office of the Recorder of Deeds of Kane County, Illinois as Doc. No. 2003K188000 (“*Original Annexation Agreement*”), for various parcels of land as described in the Original Annexation Agreement as the Blue Heron Business Park; and

**WHEREAS**, the Original Annexation Agreement was later amended by the First Amendment, dated March 17, 2009, and recorded on May 27, 2009, in the office of the Recorder of Deeds of Kane County, Illinois as Doc. No. 2009K039229 (the “*First Amendment*”); and

**WHEREAS**, the Original Annexation Agreement and the First Amendment were later amended by the Second Amendment, dated April 16, 2013, and recorded on October 23, 2013, in the office of the Recorder of Deeds of Kane County, Illinois as Doc. No. 2013K075796 (the “*Second Amendment*”); and

**WHEREAS**, the Original Annexation Agreement, the First Amendment, and the Second Amendment were later amended by the Third Amendment, dated February 16, 2016, and recorded on March 15, 2016, in the office of the Recorder of Deeds of Kane County, Illinois, as Doc. No. 2016K012247 (the “*Third Amendment*”); and

**WHEREAS**, the Original Annexation Agreement, the First Amendment, the Second Amendment, and the Third Amendment were later amended by the Fourth Amendment, dated March 19, 2024, and recorded on March 21, 2024, in the office of the Recorder of Deeds of Kane County, Illinois, as Doc. No. 2024K009199 (the “*Fourth Amendment*”) (the Original Annexation

Agreement, the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment shall collectively be referred to as the “***Annexation Agreement***”); and

**WHEREAS**, pursuant to Section 12 of the Third Amendment, further amendments to the Annexation Agreement require only the consent and written approval of the legal titleholder(s) of an interest in the property affected by the terms of such amendment; and

**WHEREAS**, the Owner is the legal titleholder of the parcel of land generally located at the northwest corner of Miles Parkway and West Bartlett Road, as more specifically described in **Exhibit A** (the “***Subject Property***”); and

**WHEREAS**, the development and use of the Subject Property is governed by the Annexation Agreement; and

**WHEREAS**, the Owner has proposed certain modifications to the Annexation Agreement related to the permissible uses of the Subject Property, including a modification of the existing Planned Unit Development Plan (“***PUD Plan***”) to change the designation of the Subject Property from “Development Area 4” to “Development Area 3,” as more specifically described in the Annexation Agreement; and

**WHEREAS**, the Village has made, given, held, and performed all notices, publications, procedures, public hearings, and other matters required for the consideration and approval of this Fifth Amendment as required by 65 ILCS 5/11-15.1-1, *et seq.*, and all other applicable statutes and all applicable ordinances, regulations, and procedures of the Village, including a public hearing on this Fifth Amendment before the Corporate Authorities on July 15, 2025; and

**WHEREAS**, the Corporate Authorities of the Village have considered this Fifth Amendment and determined that execution hereof is in the best interests of the public health, safety, and welfare of the Village and its residents; and

**WHEREAS**, by a favorable vote of at least two-thirds of the Corporate Authorities of the Village then holding office, the Village has adopted an ordinance approving of this Fifth Amendment and authorizing its execution.

**NOW THEREFORE**, in consideration of the observance by the Parties of their respective covenants and obligations set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, it is agreed as follows:

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

2. **Capitalized Terms**. Capitalized terms used in this Fifth Amendment shall have the same meaning as set forth in the Annexation Agreement unless otherwise noted.

3. **Excluded Property.** All properties within the Blue Heron Business Park, apart from the Subject Property, will not be governed by this Fifth Amendment and will continue to be governed by the Annexation Agreement.

4. **Amendment to Exhibit I of the Annexation Agreement.** Exhibit I to the Annexation Agreement, entitled “2015 Preliminary P.U.D. Plan,” is hereby amended as provided on the revised PUD Plan attached hereto and incorporated herein **Exhibit B**, to change the designation of the Subject Property from “Development Area 4” to “Development Area 3.”

5. **Zoning Approvals.** Following the adoption of this Fifth Amendment, the Village agrees to consider the adoption of an ordinance granting Owner’s request for an amendment to the Planned Unit Development reflecting the change to the designation of the Subject Property from “Development Area 4” to “Development Area 3”.

6. **Prior Agreements/Conflicts.** In the event of any conflict or inconsistency between the terms and provisions of the Annexation Agreement and this Fifth Amendment, this Fifth Amendment shall govern and apply, but solely as applicable to the Subject Property.

7. **Continued Effect of Annexation Agreement.** Except as expressly modified by this Fifth Amendment, the Annexation Agreement shall remain in full force and effect, and the Owner, and all subsequent owners of the Subject Property, shall comply with all requirements, conditions, and restrictions therein.

8. **Covenant to Run with the Land.** This Fifth Amendment and the Annexation Agreement shall inure to the benefit of, and be binding upon the Parties, and each of their respective successors, grantees, lessees, and assigns and shall constitute a covenant running with the land.

9. **Amendment to Notices.** All notices relating to this Fifth Amendment and the Subject Property shall be provided to the Village and Owner as follows:

- |                 |   |
|-----------------|---|
| If to Owner:    | Gifford 300, LLC<br>c/o Dean W. Kelley<br>2250 Southwind Boulevard<br>Bartlett, Illinois 60103                        |
| with a copy to: | Richard Guerard<br>Guerard, Kalina & Butkus<br>310 S. County Farm Road, Suite H<br>Wheaton, IL 60187                  |
| If to Village:  | Paula Schumacher<br>Village Administrator<br>Village of Bartlett<br>228 South Main Street<br>Bartlett, Illinois 60103 |

with a copy to:

Kurt S. Asprooth, Esq.  
Ancel Glink, P.C.  
140 S. Dearborn Street, Suite 600  
Chicago, Illinois 60603

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

ATTEST:

VILLAGE OF BARTLETT

\_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Village President

WITNESS:

GIFFORD 300, LLC

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

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

## EXHIBIT A

### Legal Description of Subject Property

Parcel area = 4.228 acres

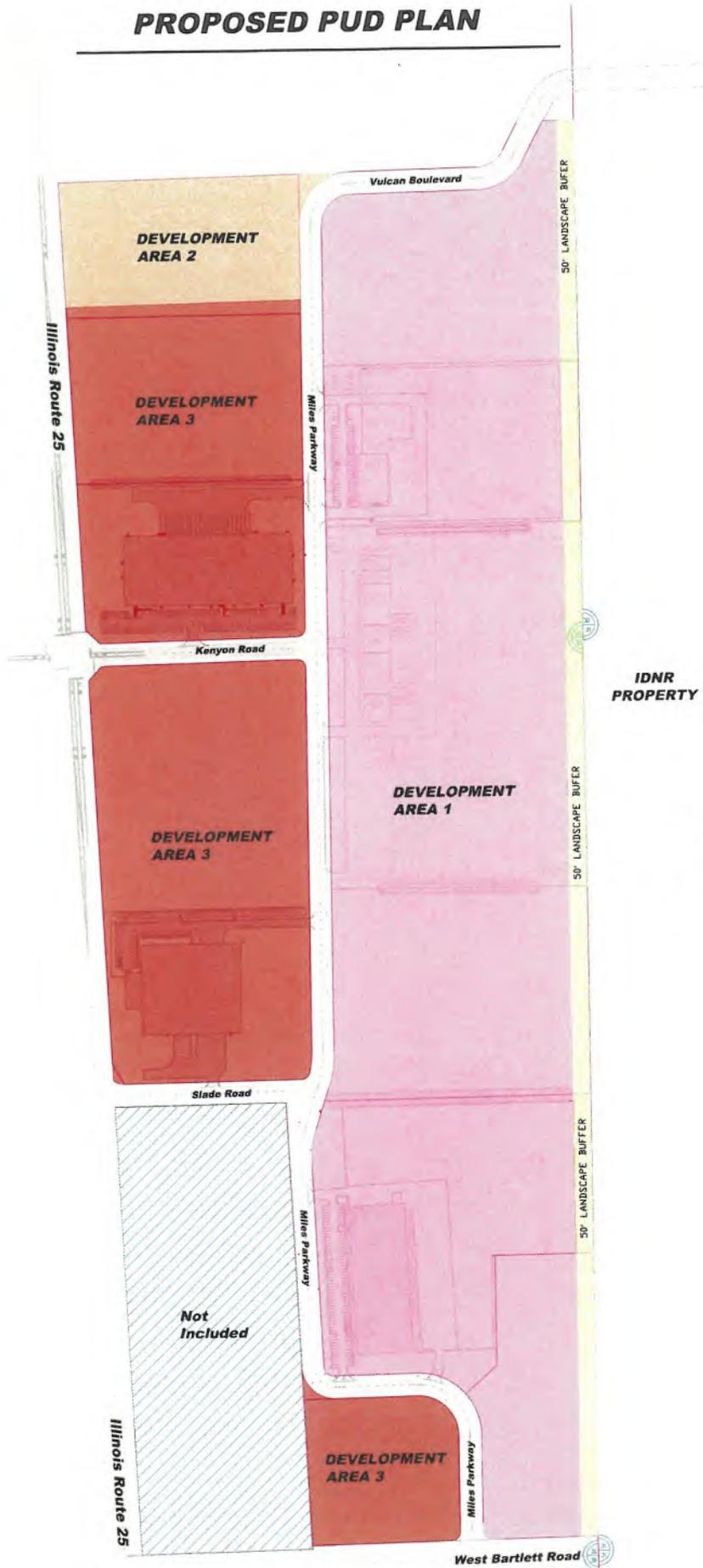
PIN: 06-36-200-021

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD DEDICATED PER DOCUMENT NO. 2008K010201 AND THE SOUTHERLY EXTENSION OF THE MOST WESTERLY RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE NORTH 03 DEGREES 03 MINUTES 25 SECONDS WEST, A DISTANCE OF 426.19 FEET ALONG SAID SOUTHERLY EXTENSION OF THE MOST WESTERLY RIGHT OF WAY LINE OF MILES PARKWAY TO A SOUTHERLY RIGHT OF WAY LINE OF MILES PARKWAY; THENCE THE FOLLOWING THREE COURSES ALONG THE SOUTHERLY, SOUTHWESTERLY AND WESTERLY RIGHT OF WAY LINE OF SAID MILES PARKWAY: THENCE NORTH 88 DEGREES 49 MINUTES 56 SECONDS EAST, A DISTANCE OF 333.92 FEET; THENCE EASTERLY ALONG A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 117.00 FEET, AN ARC DISTANCE OF 185.13 FEET AND CHORD BEARING SOUTH 45 DEGREES 50 MINUTES 18 SECONDS EAST; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 256.90 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID WEST BARTLETT ROAD; THENCE THE FOLLOWING TWO COURSES ALONG THE NORTH RIGHT OF WAY LINE OF SAID WEST BARTLETT ROAD; THENCE SOUTH 44 DEGREES 06 MINUTES 47 SECONDS WEST, A DISTANCE OF 71.18 FEET; THENCE SOUTH 88 DEGREES 44 MINUTES 05 SECONDS WEST, A DISTANCE OF 383.33 FEET, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS

**EXHIBIT B**

Revised PUD Plan

# PROPOSED PUD PLAN



S:\autocad\DRAWINGS\ACAD\_WORKING\Bluff City Materials\1508- Blue Heron Bus Park\Presentation\BHBP SALES PRESENTATION 07-2023 & PUD PLAN.dwg, 6/2/2025 6:53:11 AM, DWG To PDF.pc3



# Agenda Item Executive Summary

AGENDA ITEM: #2025-05 Nova 2 \_\_\_\_\_

BOARD OR COMMITTEE: Board

## BUDGET IMPACT

Amount N/A

Budgeted N/A

Fund: N/A

Corresponding Activity Measure: N/A

## EXECUTIVE SUMMARY

The petitioner is requesting to amend the Blue Heron Business Park Planned Development to redesignate the property at the northwest corner of Miles Parkway and West Bartlett Road to from Development Area 4 to Development Area 3 to allow the construction of a tire distribution and trucking services facility for Nova 2.

The petitioner has submitted a Site Plan for a 50,540 sq.ft. facility which will serve as Nova/Pava Group's second building within the Blue Heron Business Park.

At the June 17, 2025 Committee of the Whole meeting, the Committee granted the petitioner's request to allow this item to go directly to the Village Board for a final vote immediately after the Planning & Zoning Commission's public hearing.

The Planning & Zoning Commission reviewed the petitioner's requests and held the public hearing at their July 3, 2025 meeting. The P&Z Commission recommended approval subject to the conditions and findings of fact outlined in the staff report.

## ATTACHMENTS (PLEASE LIST)

PDS memo, P&Z meeting minutes, ordinance with exhibits

### RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Work to improve business profile in the village (Route 25 corridor)

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 2025-\_\_ An Ordinance Approving an Amendment to the Blue Heron Business Park Planned Unit Development and a Site Plan for Nova 2

Motion

Staff: Kristy Stone, PDS Director

Date: July 8, 2025

**PLANNING & DEVELOPMENT SERVICES MEMORANDUM**

**25-41**

DATE: July 8, 2025  
TO: Paula Schumacher, Village Administrator  
FROM: Andrew Barna, Associate Planner *AB*  
RE: **(25-05) Nova 2**

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**PETITIONER**

Dean Kelley

**SUBJECT SITE**

NWC Miles Parkway and West Bartlett Road

**REQUESTS**

**Amendment to the Planned Unit Development (Blue Heron Business Park)  
Site Plan (Nova 2)**

**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>Commercial</b>	<b>PD</b>
North	Office/Warehouse	Mixed Use Business Park	PD
South	Vacant	Commercial	PD
East	Office/Warehouse	Mixed Use Business Park	PD
West	Vacant	Commercial	PD

**ZONING HISTORY**

The subject property was annexed into the Village in 2003 and is subject to the Blue Heron Business Park Planned Development regulations adopted by Ordinance 2003-104. The Blue Heron Business Park consists of 125 acres and was divided into four (4) development areas, each of which has specific standards and use requirements. The subject property is in Development Area 4, which was intended for commercial uses and follows the use lists of the B-4 Community Shopping District.

## DISCUSSION

1. The petitioner is requesting an amendment to the annexation agreement and **amendment to the Planned Unit Development** to modify the Concept Plan and Preliminary PUD Plan for Blue Heron Business Park to change the development area designation for the subject property. The original Blue Heron Business Park annexation agreement and PUD established four development areas each with different bulk regulations and allowable use lists.
2. The subject property is currently designated as being within Development Area 4, which is restricted to commercial uses. The petitioner is requesting that the property designation be changed to Development Area 3 to allow an office/warehouse building with tire distribution and truck servicing for Pava Group.
3. The proposed **Site Plan** shows a 50,540 square foot office/warehouse building with tire distribution (tire installation, rotations, alignment, balancing) on the north end, and trucking services (general fleet maintenance, oil changes, break, suspension, and steering system repairs) on the south end. The south end of the building includes a 5,300 square foot office area. Sixty-one (61) parking spaces are provided for employees and visitors.
4. The site contains three (3) curb cuts. A curb cut on the east of the site along Miles Parkway will serve the employee and visitor lot. The north curb cut on Miles Parkway is an entrance for trucks. Trucks will exit the site from a curb cut at the northwest corner of the property on Miles Parkway.
5. The 29'-5" tall precast building contains a full glass entrance and includes a combination of real and faux windows. The west elevation includes six (6) drive in doors and two (2) dock bays. Additionally, the west and east elevations show three (3) drive-thru doors on the north end of the building.
6. The hours of operation are Monday through Friday, 7:00 AM to 5:00 PM, and Saturday, 7:00 AM to 2:00 PM. There will be forty (40) full time employees.
7. The West Bartlett Road Corridor Plan identifies this property as being in the Picturesque Western Gateway. This design guidelines in the Corridor Plan propose office buildings to be located near to the landscape buffer along West Bartlett Road and that building materials should combine a mixture of materials such as stone masonry, brick, siding, and glazing. Office parking areas should be screened from view of the corridor. *The design guidelines for the West Bartlett Road Corridor Plan are attached.*
8. The landscape plan, elevation plan, photometric plan and engineering plans are currently under review by Staff.

## RECOMMENDATION

1. The Staff recommends **approval** the petitioner's requests for an amendment of the PUD and the Site Plan subject to the following conditions and findings of fact:
  - A. Village Engineer approval of the engineering plans for the Subject Property;
  - B. Building permits shall be required for all construction activities;
  - C. Planning and Development Services approval of the landscape and photometric plan;
  - D. Landscaping must be installed within one year of the issuance of a building permit;
  - E. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to the Planning & Development Services department for review and approval by the Village Forester and a bond posted in the approved amount for its future installation;
  - F. All proposed signage shall require permits and approval from the Planning & Development Services Department prior to installation;
  - G. Dumpsters shall be located behind a solid gate;
  - H. Any required Public Improvement Completion Agreement and associated bonds shall be submitted for review and approval by the Village Attorney;
  - I. The light poles in the employee parking lot depicted on the Site Plan must match the light poles provided for in the Village's West Bartlett Corridor Plan;
  - J. The Blue Heron Business Park PUD, as approved by Ordinance 2003-104 and as amended by Ordinance 2016-13, remains in full force and effect;
  - K. 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 the laws and regulations of the Village and all other federal, state, and local government agencies having jurisdiction;
  - L. The development, maintenance, and use of the Subject Property must be in substantial compliance with the amended PUD Plan, the Site Plan, and the final engineering, photometric, and landscape plans as approved by the Village Engineer and the Planning and Development Services Department, except for minor changes to such plans as approved by the Director of Planning & Development Services and the Village Engineer.
  - M. Findings of Fact (PUD):
    - i. That 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;
    - ii. That 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;

- lii. That the Planned Unit Development shall conform to the regulations and conditions specified in this title for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.
  - iv. That the proposed uses conform to the Comprehensive Plan and the general planning policies of the Village for this parcel.
  - v. That 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.
  - vi. That 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.
  - vii. That 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.
  - viii. That impact donations shall be paid to the Village in accordance with all applicable Village ordinances in effect at the time of approval.
  - ix. That the plans provide adequate utilities, drainage and other necessary facilities.
  - x. That the plans provide adequate parking and ingress and egress and are so designed as to minimize traffic congestion and hazards in the public streets.
  - xi. That 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.
  - xii. That there is reasonable assurance that, if authorized, the PUD will be completed according to schedule and adequately maintained.
- N. Findings of Fact (Site Plan):
- i. That the proposed tire distribution and trucking services building on the Subject Property is a permitted use in Development Area 3 of the Blue Heron Business Park PD Zoning District;
  - ii. That the proposed development on the Subject Property and the proposed improvements, off-street parking, access, lighting, landscaping, and drainage is compatible with adjacent land uses;
  - iii. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient, and convenient movement of traffic not only within the site but on adjacent roadways as well;
  - iv. That the site plan provides for the safe movement of pedestrians within the site;
  - v. That there is a sufficient mixture of grass, trees, and shrubs within the interior and perimeter (including public right-of-way) of the site so that the proposed development will be in harmony with adjacent land uses. Any part of the site plan area not used for buildings, structures,

parking, or access ways shall be landscaped with a mixture of grass, trees, and shrubs.

- vi. That all outdoor storage areas are screened and are in accordance with standards specified by this Ordinance.
2. The Planning and Zoning Commission held the required public hearing, reviewed the petitioner's request for rezoning and **recommended approval** at their meeting on July 3, 2025 subject to the above conditions and findings of fact. The Commission forwarded the petition to the Village Board for a final vote.
  3. The ordinance is attached for your review.



Village of Bartlett  
Planning and Zoning Commission  
July 3, 2025

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**(#25-05) Nova 2 - Northwest Corner Miles Pkwy and W Bartlett Road**

Amendment to the Planned Unit Development (Blue Heron Business Park)

Site Plan (Nova 2)

**PUBLIC HEARING**

The following exhibits were presented:

**Exhibit A – Picture of Sign**

**Exhibit B – Mail Affidavit**

**Exhibit C – Notification of Publication**

**A. Barna** stated that the petitioner is requesting to change the development designation of the subject property in the PUD from Development Area 4, which is commercial, to Development Area 3 to allow for the office/warehouse with truck servicing tire and distribution. The site plan shows that there will be truck servicing on the north end with tire distribution on the south end of the building. The landscaping on the south property line meets the W. Bartlett Road Corridor Plan for the Western Gateway. **M. Werden** asked, will access only be on Miles Parkway? **A. Barna** correct.

The petitioners, **Dean Kelley**, Abbot Land and Investment Corp, 2250 Southwind Blvd, Bartlett and **Pavlo Vayda**, Nova II LLC, 484 Miles Parkway, Bartlett, came forward and were sworn in by **M. Werden**. **D. Kelley** stated that this is the last lot in Blue Heron Business Park. The previous development, Alan Horticulture is across the street to the east and that building is up and looks great. This building would be made with precast and would look very similar to the building on the east side of Miles Parkway. This is the second building that **P. Vayda** is going to build in Blue Heron. He has a facility at the far northwest corner that was constructed a couple of years ago. We are asking for rezoning. It has been asked before if there has been any commercial interest and there has not been any commercial interest here. That was also the case when we requested to rezone a portion of the site for Alan Horticulture. We do have brokers that were marketing this, but it is not a retail site. This would make the park 100 percent industrial. Those are the reasons for our request for rezoning and we think it is a very good use. It would be a nice completion to the park. **M. Werden** asked, was that part of the problem with delays? **K. Stone** it is because Kane County will not allow direct access to W. Bartlett Road from this lot and that made the lot less desirable for commercial or retail uses. **M. Werden** that makes sense because that could be a problem at the intersection. **B. Bucaro** I do have a question about the truck access. I understand that the access to service bays with the 3 lanes comes off Miles Parkway and supply truck servicing the rest of the building would come in from the upper left and that is an in and out access. **D. Kelley** the inbound from Miles Parkway has 3 drive-through bays and that is where the tire servicing will occur. They are not anticipating a large number of trucks. It would be 6 to 8 trucks a day. It would not be a big traffic generator. To the west, there are overhead doors and docks and that is where the truck traffic will enter and exit from the north.

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

**J. Miaso** made a motion to pass along a **positive recommendation** to the Village Board to approve case **(#25-05) Nova 2** for an Amendment to the Planned Unit Development (Blue Heron Business Park) and a Site Plan for Nova 2 subject to the conditions and findings of fact outlined in the staff report.



Village of Bartlett  
Planning and Zoning Commission  
July 3, 2025

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

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

**Roll Call**

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

**Nays: None**

**The motion carried.**

ORDINANCE 2025-\_\_\_\_\_

AN ORDINANCE APPROVING AN AMENDMENT TO THE BLUE  
HERON BUSINESS PARK PLANNED UNIT DEVELOPMENT  
AND A SITE PLAN FOR NOVA 2

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**WHEREAS**, The Village previously entered into an Annexation Agreement dated July 29, 2003, with Bluff City, LLC, Southwind Financial, Ltd. And David D. Welch for the annexation of approximately 125 acres of property on the western edge of the Village to be known as the Blue Heron Business Park, which has subsequently been amended on five occasions (collectively, the "**Annexation Agreement**"); and

**WHEREAS**, pursuant to the terms of the Annexation Agreement, on July 29, 2003, the Village approved Ordinance 2003-104, "An Ordinance Rezoning 125+/- Acres owned by Bluff City LLC, Southwind Financial, Ltd and David Welch to the PD District, Granting a Special Use Permit for a Planned Unit Development and Approving a Preliminary PUD Plan and a Pre-Approved Site Plan for the Blue Heron Business Park," (referred to herein as the "**Blue Heron Business Park PUD**"); and

**WHEREAS**, on February 16, 2016, the Village approved Ordinance 2016-13, "An Ordinance Approving an Amended Planned Unit Development for the Blue Heron Business Park Property, Granting a Special Use Permit for an Amended Concept Plan, an Amended Preliminary PUD Plan, and an Amended Pre-Approved Site Plan," which amended the prior zoning approvals for the Blue Heron Business Park PUD; and

**WHEREAS**, the Blue Heron Business Park PUD and PUD Plan divides the Blue Heron Business Park into four (4) development areas, each of which allow for different permitted and special uses; and

**WHEREAS**, GIFFORD 300, LLC (the "**Owner**") is the owner of the property located generally at the northwest corner of Miles Parkway and West Bartlett Road in the Village of Bartlett, legally described on **Exhibit A**, and is referred to herein as the "**Subject Property**"), which is currently zoned PD and is located within the Blue Heron Business Park PUD; and

**WHEREAS**, the Annexation Agreement and the Blue Heron Business Park PUD designate the Subject Property as "Development Area 4," which allows for certain commercial uses; and

**WHEREAS**, no commercial use has developed on the Subject Property and the Subject Property remains vacant; and

**WHEREAS**, "Development Area 3" under the Annexation Agreement and the Blue Heron Business Park PUD allows for certain industrial uses; and

**WHEREAS**, the Owner has requested that the Village amend the Annexation Agreement to change the designation of the Subject Property from “Development Area 4” to “Development Area 3”; and

**WHEREAS**, the Owner has also (1) requested that the Village amend the Blue Heron Business Park PUD to change the designation of the Subject Property from “Development Area 4” to “Development Area 3,” and (2) requested that the Village approve a Site Plan for the proposed use of the Subject Property by Pava Logistics/Nova 2 as an office/warehouse building with tire distribution and trucking services (collectively, the “*Petition*”); and

**WHEREAS**, On July 3, 2025, pursuant to proper notice, the Bartlett Planning and Zoning Commission conducted a public hearing and reviewed the Petition from Owner, and has 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**, on July 15, 2025, pursuant to proper notice, the Corporate Authorities of the Village conducted a public hearing on the Fifth Amendment to the Annexation Agreement to change the designation of the Subject Property from “Development Area 4” to “Development Area 3”; 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 ONE: Recitals.** The recitals listed above are incorporated into this Ordinance as if fully set forth in this Section 1.

**SECTION TWO: Findings of Fact.**

A. Amendment to the Blue Heron Business Park PUD: Based on the conditions set forth in Section 5 of this Ordinance, the Corporate Authorities make the following findings of fact regarding the Owner’s application for an amendment to the Blue Heron Business Park PUD:

1. That the proposed amendment to the PUD 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.

2. That the proposed amendment to the PUD will not under the circumstances of this 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.
3. That the proposed amendment to the PUD will conform to the regulations and conditions specified in this title for such use and with the stipulations and conditions made a part of the authorization granted by the Village Board of Trustees.
4. That the proposed uses conform to the Comprehensive Plan and the general planning policies of the Village for the Subject Property.
5. That each of the proposed uses is a permitted or special use in the district or districts in which the Blue Heron Business Park PUD is located.
6. That the proposed amendment to the PUD 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.
7. That the proposed amendment to the PUD 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.
8. That impact donations shall be paid or already have been paid to the Village in accordance with all applicable Village ordinances in effect at the time of the approval.
9. That the plans provide adequate utilities, drainage and other necessary facilities.
10. That the plans provide adequate parking and ingress and egress and are so designed as to minimize traffic congestion and hazards in the public streets.
11. That the plans have adequate site area and other buffering features to protect uses within the development and on surrounding properties.
12. That there is reasonable assurance that, if authorized, the uses allowed by the amendment to the PUD will be completed according to schedule and adequately maintained.

B. Site 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 Owner's application for approval of the Site Plan for Pava Logistics/Nova 2 to operate an office/warehouse building with tire distribution and trucking services on the Subject Property:

1. That the proposed tire distribution and trucking services on the Subject Property is a permitted use in Development Area 1 of the Blue Heron Business Park PUD.
2. That the proposed use and development of the Subject Property and the proposed improvements, off-street parking, access, lighting, landscaping, and drainage are compatible with adjacent land uses.
3. That the vehicular ingress and egress to and from the site and circulation within the site provides for safe, efficient, and convenient movement of traffic not only within the site but on adjacent roadways as well.
4. That the site plan provides for the safe movement of pedestrians within 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.
6. That all outdoor storage areas are screened and are in accordance with standards specified by the Bartlett Zoning Ordinance.

**SECTION THREE: Amendment to the Blue Heron Business Park PUD.**

Pursuant to Section 10-9-10 of the Bartlett Zoning Ordinance, and subject to the conditions set forth in Section 5 of this Ordinance, the Corporate Authorities hereby approve the Amendment to the Blue Heron Business Park PUD to change the designation of the Subject Property from "Development Area 4" to "Development Area 3," as depicted on the amended PUD Plan attached hereto as **Exhibit B**.

**SECTION FOUR: Site Plan Approval.** The site plan prepared by Mackie Consultants, LLC dated May 30, 2025, (the "**Site Plan**"), attached hereto as **Exhibit C**, is hereby approved, subject to the conditions contained in Section 5 of this Ordinance.

**SECTION FIVE: 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. Village Engineer approval of the engineering plans for the Subject Property;
- 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. Planning and Development Services Department approval of the landscape and photometric plan for the Subject Property;
- D. Landscaping must be installed within one year of the issuance of a building permit;
- E. If landscaping cannot be installed at the time of construction, a landscape estimate shall be submitted to the Planning & Development Services Department for review and approval by the Village Forester and a bond posted in the approved amount for its future installation;
- F. All proposed signage shall require permits and approval from the Planning and Development Services Department prior to installation;
- G. Dumpsters must be located behind a solid gate;
- H. Any required public improvement completion agreement and associated surety must be submitted for review and approval by the Village Attorney;
- I. The light poles in the employee parking lot depicted on the Site Plan must match the light poles provided for in the Village's West Bartlett Corridor Plan.
- J. Except as expressly modified by this Ordinance, the Blue Heron Business Park PUD, as approved by Ordinance 2003-104 and as amended by Ordinance 2016-13, remains in full force and effect;

- K. 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.
- L. The development, maintenance, and use of the Subject Property must be in substantial compliance with the amended PUD Plan attached hereto as Exhibit B, the Site Plan attached hereto as Exhibit C, and the final engineering, photometric, and landscape plans as approved by the Village Engineer and the 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 SIX: Failure to Comply.** Upon the failure or refusal of the Owner, or any subsequent owner or occupant of the Subject Property 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 Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village Board of Trustees regarding the revocation. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the Blue Heron Business Park PUD as they existed prior to the adoption of this Ordinance and all other applicable Village Codes and Ordinances, as they may be amended from time to time. 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 6, 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 6 is given.

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**PASSED:** July 15, 2025

**APPROVED:** July 15, 2025

\_\_\_\_\_  
Daniel H. Gunsteen, Village President

**ATTEST:**

\_\_\_\_\_  
Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2025- \_\_\_\_\_ enacted on July 15, 2025, and approved on July 15, 2025, as the same appears from the official records of the Village of Bartlett.

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

**Exhibit A**

*LEGAL DESCRIPTION OF SUBJECT PROPERTY*

Parcel area = 4.228 acres  
PIN: 06-36-200-021

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD DEDICATED PER DOCUMENT NO. 2008K010201 AND THE SOUTHERLY EXTENSION OF THE MOST WESTERLY RIGHT OF WAY LINE OF MILES PARKWAY DEDICATED PER DOCUMENT NO. 2004K116375; THENCE NORTH 03 DEGREES 03 MINUTES 25 SECONDS WEST, A DISTANCE OF 426.19 FEET ALONG SAID SOUTHERLY EXTENSION OF THE MOST WESTERLY RIGHT OF WAY LINE OF MILES PARKWAY TO A SOUTHERLY RIGHT OF WAY LINE OF MILES PARKWAY; THENCE THE FOLLOWING THREE COURSES ALONG THE SOUTHERLY, SOUTHWESTERLY AND WESTERLY RIGHT OF WAY LINE OF SAID MILES PARKWAY: THENCE NORTH 88 DEGREES 49 MINUTES 56 SECONDS EAST, A DISTANCE OF 333.92 FEET; THENCE EASTERLY ALONG A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 117.00 FEET, AN ARC DISTANCE OF 185.13 FEET AND CHORD BEARING SOUTH 45 DEGREES 50 MINUTES 18 SECONDS EAST; THENCE SOUTH 00 DEGREES 30 MINUTES 31 SECONDS EAST, A DISTANCE OF 256.90 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID WEST BARTLETT ROAD; THENCE THE FOLLOWING TWO COURSES ALONG THE NORTH RIGHT OF WAY LINE OF SAID WEST BARTLETT ROAD; THENCE SOUTH 44 DEGREES 06 MINUTES 47 SECONDS WEST, A DISTANCE OF 71.18 FEET; THENCE SOUTH 88 DEGREES 44 MINUTES 05 SECONDS WEST, A DISTANCE OF 383.33 FEET, TO THE POINT OF BEGINNING, IN KANE COUNTY, ILLINOIS.

**EXHIBIT B**

*AMENDED PUD PLAN*

# PROPOSED PUD PLAN



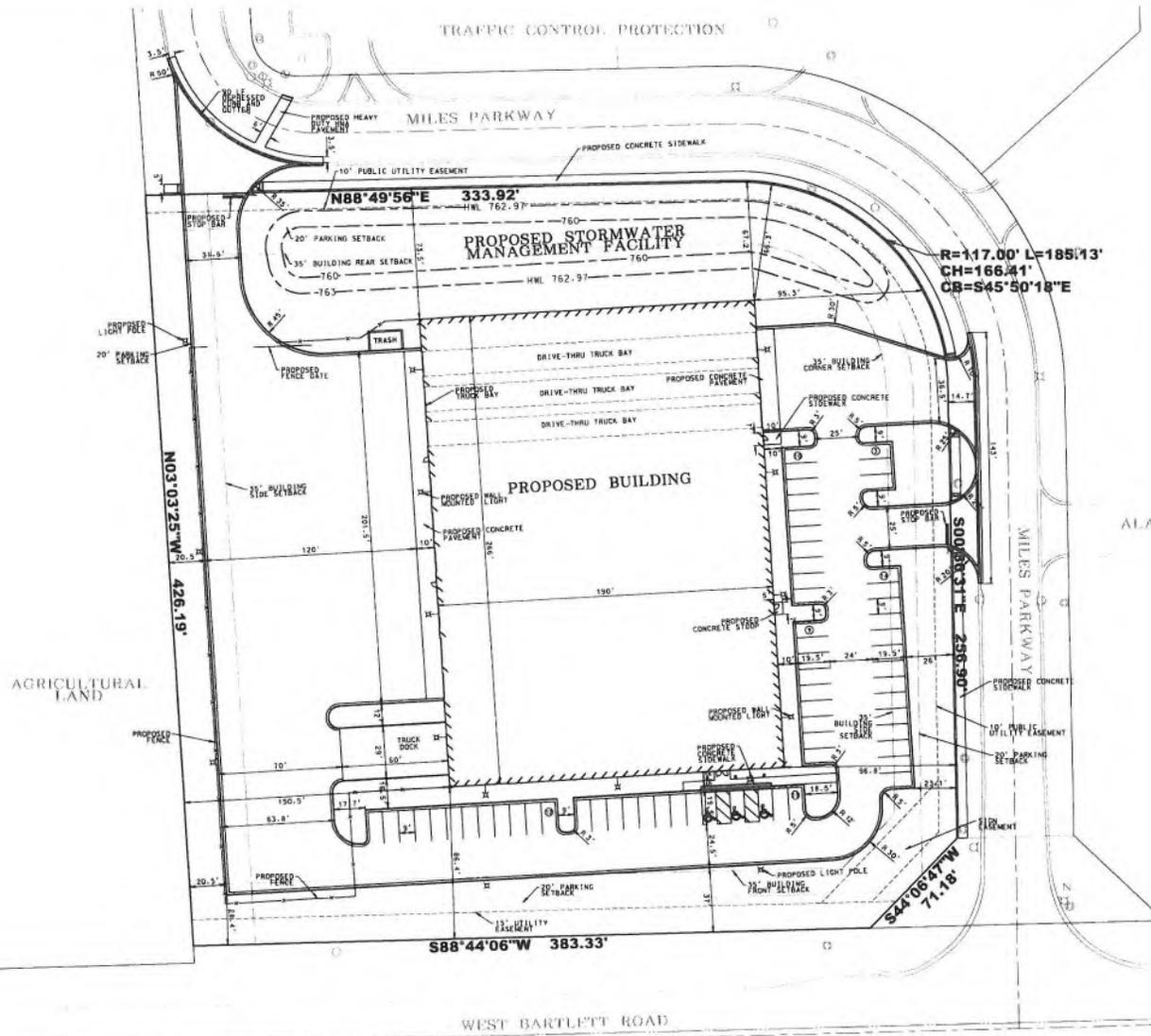
**EXHIBIT C**

*SITE PLAN*

**REQUIRED PARKING CALCULATION**  
 OFF ROAD PARKING SPACES PER 1,000 SF  
 REQUIRED PARKING: 5,300/218 = 24 SPACES  
 WAREHOUSE: 1 PARKING SPACE PER 2,000 SF  
 REQUIRED PARKING: 43,200/2,000 = 22 SPACES  
**TOTAL SPACES REQUIRED = 43**

**PARKING SPACES**  
 REQUIRED PARKING SPACES = 43  
 TOTAL PARKING SPACES = 51  
 STANDARD PARKING SPACES = 58  
 ADA SPACES = 3

**ZONING INFORMATION**  
 ZONING DISTRICT: PLANNED DEVELOPMENT  
 AUTHORIZED AND VALID PERMITS  
 TOTAL PROPERTY AREA = 4.23 ACRES  
 BUILDING SITE = 50,540 SF  
 MAXIMUM LOT COVERAGE = 50%  
 ACTUAL LOT COVERAGE = 27%  
 PROPOSED BUILDING HEIGHT = 29.42 FT  
 LOT DEPTH = 426 FT  
 LOT WIDTH = 446 FT  
 LANDSCAPING REQUIRED = 36,838 SF (100%)  
 LANDSCAPING PROVIDED = 57,889 SF (131%)



**STORMWATER MANAGEMENT SUMMARY**  
**CURVE NUMBER CALCULATIONS:**  
 CN TRIBUTARY TO BASINS = 86.4  
**TIME OF CONCENTRATION CALCULATIONS:**  
 TC TRIBUTARY TO BASINS = 10 MIN  
**DETENTION AND RETENTION SUMMARY:**  
 BASIN:  
 BASIN BOTTOM = 760.00  
 HGL = 762.97  
 DESIGN FLOW VOLUME REQUIRED = 0.74 AC-FT  
 TOTAL STORAGE REQUIRED = 0.75 AC-FT  
**SUMMARY:**  
 TOTAL PROPERTY OWNERSHIP = 4.23 AC.  
 TOTAL DEVELOPMENT AREA = 4.23 AC.  
 PROPOSED PAVED AREA = 1.33 AC.  
 PROPOSED IMPERVIOUS AREA = 2.90 AC.

**Mackie Consultants, LLC**  
 9575 W Higgins Road, Suite 500  
 Rosemont, IL 60018  
 847.906-1400  
 www.mackieconsult.com

CLIENT:  
**NOVA TRANSPORTATION SERVICES, LLC**  
 1685 FLEETWOOD DRIVE  
 ELGIN, IL 60123

DATE	DESCRIPTION OF REVISION	BY	SCALE
7-8-2023	REVISED PER VILLAGE COMMENTS	TKB	DATE 08/30/2023
			1" = 30'

**OVERALL SITE PLAN**  
**NOVA 2 - BLUE HERON BUSINESS PARK**  
**BARTLETT, ILLINOIS**

SHEET  
**7 OF 12**  
 PROJECT NUMBER: 3183  
 © MACKIE CONSULTANTS LLC, 2023  
 ILLINOIS PERM LICENSE 184-06284



# Agenda Item Executive Summary

**AGENDA ITEM:** UST and Hydraulic Lift Removal Project **BOARD OR COMMITTEE:** Board Agreement for 555 W. Lake Street

## BUDGET IMPACT

**Amount** \$41,600

**Budgeted** \$55,000

**Fund:** Lake Street TIF

**Corresponding Activity Measure:** N/A

## EXECUTIVE SUMMARY

The Village received one bid for the removal of underground storage tanks and hydraulic lifts at 555 W. Lake Street. RW Collins Company was the lone bidder at \$41,600. The bid is approximately 24% under the engineer's estimate. The Village's hired environmental engineering firm for this project, The Deigan Group, reviewed the bid, and recommends accepting the bid and awarding RW Collins Company the UST and Hydraulic Lift Removal Project.

## RECOMMENDATION

Staff recommends awarding the project to RW Collins Company

## ATTACHMENTS (PLEASE LIST)

PDS memo, Bid Tabulation, Resolution with Bid Submittal and Project Agreement

## 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 – I move to approve Resolution 2025-\_\_\_\_-R A Resolution Approving the UST and Hydraulic Lift Removal Project Agreement Between the Village of Bartlett and RW Collins Company
- Ordinance
- Motion

Staff: Kristy Stone, PDS Director

Date: July 3, 2025

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**  
**25-38**

DATE: July 3, 2025

TO: Paula Schumacher, Village Administrator

FROM: Kristy Stone, Planning & Development Services Director 

RE: **UST and Hydraulic Lift Removal Project – 555 W Lake Street**

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**BACKGROUND**

Staff opened bids on July 2, 2025, for the Underground Storage Tank and Hydraulic Lift Removal Project at 555 W. Lake Street. This project represents the first step to remediate the former Marathon gas station property. The Village obtained a judicial deed for the property and has filed the necessary paperwork with the Office of the State Fire Marshal to change the ownership of the underground storage tanks.

**DISCUSSION**

The Village received one bid for the removal of underground storage tanks and hydraulic lifts at 555 W. Lake Street. RW Collins Company was the lone bidder at \$41,600. The bid is approximately 24% under the engineer's estimate. The Village's hired environmental engineering firm for this project, The Deigan Group, reviewed the bid, and contacted another company, Stiles, Inc. that had intended to provide a bid for the project. For comparison purposes, they provided their numbers verbally. Based on the bid tabulation, RW Collins is the low bidder.

The Deigan Group has previously worked with RW Collins Company and recommends accepting their bid and awarding RW Collins Company the UST and Hydraulic Lift Removal Project.

The removal costs are eligible reimbursable expenses for the Lake Street TIF Corridor.

**RECOMMENDATION**

Staff recommends awarding the project to RW Collins Company

**MOTION**

**I MOVE TO APPROVE RESOLUTION #2025-\_\_\_\_-R, A RESOLUTION APPROVING THE  
UST AND HYDRAULIC LIFT REMOVAL PROJECT AGREEMENT BETWEEN THE  
VILLAGE OF BARTLETT AND RW COLLINS COMPANY**

Item	Description of Contractor Pay Items	Units	Quantity	Stiles, Inc. VERBAL		RW Collins	
				Unit Price (\$)	Total	Unit Price (\$)	Total
1	Obtain Removal Permit	Lump Sum	1	\$ 300.00	\$ 300.00	\$ 250.00	\$ 250.00
2	Mobilization/Demobilization	Lump Sum	1	\$ 6,200.00	\$ 6,200.00	\$ 3,000.00	\$ 3,000.00
3	UST Removal and Recycling/Disposal	Lump Sum	4	\$ 4,750.00	\$ 19,000.00	\$ 4,875.00	\$ 19,500.00
4	Backfill Tank Voids with Clean Imported Virgin CA6	Tons	300	\$ 25.00	\$ 7,500.00	\$ 21.00	\$ 6,300.00
5a	UST contents and cavity water pump, removal & transportation to treatment Facility/Recycler or reuse as fuel product	Gallon	5,000	\$ 1.25	\$ 6,250.00	\$ 0.55	\$ 2,750.00
5b	Pumper/Truck per hour	Per Hour	8	\$ 160.00	\$ 1,280.00	\$ 225.00	\$ 1,800.00
6	Solidified Residual Product/heel Disposal, if any	55 gal. drum	2	\$ 100.00	\$ 200.00	\$ 250.00	\$ 500.00
7	Draining, removal, and disposal of dispensers, dispenser islands, dispenser piping, and transfer piping	Lump Sum	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
8	Draining, Removal, and Disposal of three (3) in-ground hydraulic lifts	Lump Sum	1	\$ 11,500.00	\$ 11,500.00	\$ 5,000.00	\$ 5,000.00
9	Removal of Miscellaneous Debris, Drums, and Spoils within Service Station	Lump Sum	1	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00
Total of Items 1 thru 9 CONTRACTOR BASE BID					<b>\$ 55,730.00</b>		<b>\$ 41,600.00</b>

**Project Total \$ 41,600.00**

**RESOLUTION 2025-\_\_\_\_-R**

**A RESOLUTION APPROVING THE UST AND HYDRAULIC LIFT REMOVAL  
PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND RW  
COLLINS COMPANY**

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

**SECTION ONE:** The bid for the Village's UST and Hydraulic Lift Removal work (the "Project Work") for 555 W. Lake Street in the amount of \$41,600.00 as set forth on the bid proposal for attached hereto as Exhibit A and incorporated herein, is hereby awarded to RW Collins Company as the lowest responsible and responsive bidder meeting specifications, subject to the terms and conditions of the below defined Agreement.

**SECTION TWO:** The UST and Hydraulic Lift Removal Project Agreement dated July 15, 2025, between RW Collins Company and the Village of Bartlett, a copy of which is appended hereto as Exhibit B and expressly incorporated herein by this reference (the "Agreement") is hereby approved.

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

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

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

**SECTION SIX: EFFECTIVE DATE.** This ordinance shall be in full force and effect upon its passage and approval.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:**               **July 15, 2025**

**APPROVED: July 15, 2025**

**Daniel H. Gunsteen, Village President**

**ATTEST:**

**Lorna Giless, Village Clerk**

**CERTIFICATION**

**I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2025-\_\_\_\_-R enacted on July 15, 2025 and approved on July 15, 2025 as the same appears from the official records of the Village of Bartlett.**

**Lorna Giless, Village Clerk**

EXHIBIT A

BID PROPOSAL

**Bid Submittal**

**UST and Hydraulic Lift Submittal**

**555 W. Lake Street**

**Bartlett, IL 60103**

**RW Collins Company**

**7225 W 66<sup>th</sup> Street**

**Chicago, IL 60638**

**Steve Lucero**

**Project Manager**

**779-301-5966**

**[slucero@rwcollins.com](mailto:slucero@rwcollins.com)**

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

RW Collins Company  
7225 W. 66th Street  
Chicago, IL 60638

### OWNER:

(Name, legal status and address)

Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103

### SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company  
P. O. Box 1635  
Milwaukee, WI 53201-1635  
Mailing Address for Notices  
Same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** 10% Ten Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Remove 3 USTs and 1 Hoist

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

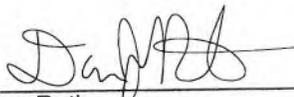
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of July, 2025.



(Witness)



(Witness) Dave Roth

RW Collins Company

(Principal)

(Seal)

By:

(Title)

Old Republic Surety Company

(Surety)

(Seal)

By:

(Title) Kristen Schmidt, Attorney-in-Fact





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Kristen Schmidt

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

Principal: RW Collins Company

Obligee: Village of Bartlett

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of September 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of September 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 1st day of July 2025.

Karen J. Haffner
Assistant Secretary



## **RW COLLINS Co.**

SOIL REMEDIATION & EXCAVATION

7225 West 66th Street, Chicago, Illinois 60638

### **Village of Bartlett UST Removal Assumptions/Clarifications**

- Base Bid does not include local permitting fees. If required, we will invoice the fees back to the Village of Bartlett at cost.
- Base Bid does not include unknown underground utility repair or support in work areas.
- Base Bid does not include any sheeting, shoring or earth retention of the excavation.
- Pricing does not include any soil or liquid sampling or reporting.
- Pricing does not include vibratory roller compaction or testing of the existing backfill or imported backfill.
- Pricing assumes the project is tax exempt.
- Pricing does not include any saw-cutting of the existing concrete, asphalt or pavement.
- Pricing does not include furnish or installation of silt fencing, chain link fence or any construction fencing.
- Pricing does not include any asphalt or concrete restoration.
- Pricing does not include private utility locates.
- Pricing does not include 6' chain link construction fencing for the site or work area. Bid includes orange plastic construction fence around the works areas and assumed this will be approved and sufficient for protection of the work areas and excavations.



**A plan of work and schedule for UST and Hydraulic Lift Removal activities based upon field verified site conditions and quantities.**

	Day 1	Day 2	Day 3	Day 4	Day 5
Mob/Demob	X				
UST Pumping	X				
Concrete removal	X	X			
Dispensers and Islands		X			
UST Removals		X	X	X	
Backfill UST excavations with overburden & CA6				X	
Draining and removal of three in-ground HALs				X	X
Removal of Drums and debris from service station					X

**A list of submittal documents that will be provided upon project completion**

- OSFM Removal Permit
- Local Permit
- UST/HAL Certificate of Destruction
- Liquid waste manifests
- Stone backfill tickets
- Drum disposal manifests

**Insurance information**

- Carrier: Zurich American Insurance Company
- Policy type: General Liability
- Rating: A+
- Limits of coverage: Commercial \$2,000,000; Automobile \$2,000,000; Umbrella Liability \$10,000,000; Workers Compensation \$1,000,000; Pollution Liability \$10,000,000



**BID DUE DATE**  
**10:00 AM LOCAL TIME**  
**July 1, 2025**

June 19, 2025

**UNDERGROUND STORAGE TANKS AND HYDRAULIC LIFT REMOVAL**  
**Bid Request**

Village of Bartlett  
228 South Main Street  
Bartlett, Illinois 60103

At 10:00 AM on June 24, 2025  
Contractors shall meet at 555 W. Lake St for a voluntary pre-bid inspection.

The bidder shall use the following forms and instructions in preparing and submitting a bid for this Village of Bartlett Solicitation.

**A. Project Name/Site Location:**

UST and Hydraulic Lift Removal  
555 W. Lake St  
Bartlett, IL 60103

**B. Village's Environmental Consultant: (Owner's Coordinator)**

Mr. Gary Deigan  
Deigan & Associates, PLLC  
28835 N. Herky Dr., Unit 120  
Lake Bluff, IL. 60044  
C: 847-404-9356  
email: [gdeigan@deiganassociates.com](mailto:gdeigan@deiganassociates.com)

**C. Site Investigation**

By submitting a bid, the Contractor has investigated and satisfied themselves as to the conditions affecting the work. These conditions include but are not limited to: physical conditions or operations of the site that may bear upon site access, handling and storage of tools and materials, access to water, electric, or other utilities, or other considerations which may affect performance of required activities. Any failure by the Contractor to acquaint himself with available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Village is not responsible for any conclusions or interpretations made by the Contractor based on the information made available by the Village.

**D. Regulatory Requirements**

The most recent edition of any relevant regulation, standard, document, or code shall be in effect. Where conflict among the requirements or with these bid documents exists, the most stringent requirements shall be utilized. Reference **Attachment A** for additional regulatory information.

**E. Insurance Requirements**

The Contractor shall purchase and maintain insurance that will protect him and the Village of Bartlett from claims that may arise out of or result from his activities under this Contract, whether those activities are performed by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. Contractor shall state its minimum insurance coverage in its bid submittal. Additional indemnification and insurance requirements are included as *Exhibit I* in **Appendix B**.

**F. Offer**

Pursuant to the UST and Hydraulic Lift Removal Bid Request, the undersigned offers to furnish all labor, materials and services necessary to complete the UST and Hydraulic Lift Removal project of the Owner in strict accordance with all applicable laws and the Contract Documents describing said project for the sum(s) set forth in the Bid offer in the form set forth in Section P below.

If the Owner accepts this bid, the undersigned agrees to furnish all insurance required by the Contract Documents, to enter into and execute an agreement with the Owner containing all the terms, conditions, specifications and other provisions set forth in the Contract Documents, and to accomplish and complete the work in accordance with the Contract Documents.

**G. Illinois Prevailing Wage & Certified Payroll required.** All laborers, workers and mechanics employed by Contractor and/or by any subcontractor(s) performing any Project Work, Repair Work, and/or Warranty Work shall be paid wages (hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act (820 ILCS 130/01 et seq.) (the "Act") (hereinafter, "Prevailing Wages") for Cook County, the county in which the Project Work will be performed. Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling.

The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of Prevailing Wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid

to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages. Any increase in costs to the Contractor due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Park District. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required under the Act, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, workers, and/or mechanics engaged in the work and for insuring strict compliance with the requirements of the Act, including but not limited to providing certified payrolls to the Village in strict accordance with the Act using forms and affidavits furnished by IDOL (the "Certified Payrolls"). Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL) from time to time. Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL's website:

[Current Prevailing Rates - Conciliation and Mediation Division \(illinois.gov\)](https://www.idol.state.il.gov/Current-Prevailing-Rates-Conciliation-and-Mediation-Division)

#### **H. Description of Work**

In addition to completion of the Bid form, contractor shall provide:

- **A plan of work and schedule for UST and Hydraulic Lift Removal activities based upon field verified site conditions and quantities.**
- **A list of submittal documents that will be provided upon project completion; and**
- **Insurance information including carrier, policy type, rating, and limits of coverage**

The Contractor shall supply all labor, materials, services, insurance, permits and equipment necessary to carry out the work in accordance with all applicable Federal, State, and Local regulations.

#### **I. Non-Collusion Affidavit**

By submitting its bid, the bidder says that he/it has not, nor has any other member, representative, or agent of the firm, limited liability company, corporation or partnership represented by him or it, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone for this project nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and

that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

As required by the Criminal Code, 720 ILCS 5/33E-11, Bidder certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the Criminal Code. If awarded the contract, the successful bidder/UST and Hydraulic Lift Removal contractor thereby restates and reaffirms the same.

Bidder further says that no person or persons, firms or corporation has, have or will receive directly or indirectly, any rebate, fee, gift commission or thing of value on account of such sale.

**J. Bid Due Dates & Submittal Location**

All Bids shall be received by the Village of Bartlett on or before **10AM local time on Tuesday, July 1, 2025.** Sealed bids shall be clearly marked on the outer envelope with “**Village of Bartlett UST and Hydraulic Lift Removal Bid**” and be addressed to:

**Village of Bartlett  
Attn: Village Clerk UST and Hydraulic Lift Removal  
228 S. Main Street  
Bartlett, Illinois 60103**

Bid results will be emailed to responsive bidders following bid evaluation.

**K. Project Schedule & Sequence of Work**

The project is to be performed/completed in the following sequence/schedule:

The UST and Hydraulic Lift Removal Contractor shall commence work after receipt of Notice to Proceed (NTP). Work shall be completed within 60 days after completion issuance of NTP. Work not completed by these dates will be subject to a stipulated penalty of \$300 per calendar day. Work completion is defined as the removal and disposal of three (3) 12,000-gallon gasoline tanks and one (1) 560-gallon used oil tank, and all associated dispensers, dispenser islands, dispenser piping, and transfer piping for each tank and the proper draining, removal, and disposal of three (3) in-ground hydraulic lifts and equipment demobilized.

**L. Scope of Work**

The contractor shall complete the following scope of work in accordance with applicable, local, state, and federal regulations. Scope of work shall include obtaining permits for the excavation, removal, demolition, and destruction of the underground storage tanks (UST) listed above and described in the attached OSFM documents. The four (4) USTs are a composite double wall permatank, with a stainless-steel inner shell and FRP outer shell. Residual fuel/liquid shall be removed via a vacuum tanker truck and transported for treatment/disposal to a properly licensed off-site treatment or recycling facility. The facility is inactive, so the amount of fuel remaining in the USTs is assumed to be zero. All remaining fuel with salvage value will become the property of the selected contractor. Additionally, water in UST cavity displaying a sheen shall be removed via vacuum tanker truck if directed by the Village's Representative. The contractor shall remove any heel or residual product present in the USTs that is not pumpable and add adsorbent for disposal as solid waste. The scope of work also includes contractor removal of all associated, dispenser, dispenser islands, product underground piping, and vent piping associated with the USTs. The concrete covering the USTs shall be removed and properly disposed of off-site under this contract. Concrete removal and disposal shall be considered incidental contract work and included in the UST removal bid item. Within the service station, three (3) in-ground hydraulic lifts shall also be properly drained, removed, and disposed of. Miscellaneous debris and drums within the service station shall be removed. This is a TOTAL BID payment for removal and disposal of three (3) 12,000-gallon gasoline underground storage tanks, one (1) 560-gallon used oil underground storage tank, and all associated dispensers, dispenser islands, dispenser piping, and transfer piping for each tank and the removal of three (3) in-ground hydraulic lifts.

Contractor shall be paid for CA6 aggregate, to be used as backfill, on a per ton basis, based on verified quarry scale or material yard tickets. Estimate 300 tons of CA6.

**M. JULIE.**

- i) The UST and Hydraulic Lift Removal Contractor shall comply with the Illinois Underground Utility Facility Damage Prevention Act.

**N. Site Protection**

- i) The UST and Hydraulic Lift Removal Contractor shall be responsible for site safety and security.
- ii) UST and Hydraulic Lift Removal Contractor shall be responsible for repair to damage to adjacent sidewalks, alley, roadways, streetlights, signage, and

neighboring properties caused by UST and Hydraulic Lift Removal Contractor's, and its subcontractor's, equipment and/or actions.

**O. Questions and Clarifications**

Written questions will be accepted until **2:00 pm on June 26, 2025**, to [gdeigan@deiganassociates.com](mailto:gdeigan@deiganassociates.com). Questions will be answered in the form of an addendum issued to all bidders.

**P. Bid Offer**

Bid Item No.	Description	Unit of Measure	Estimate Quantity	Unit Price	Extended Price
1	Obtain Removal Permit	LUMP SUM	1	\$250.00	\$250.00
2	Mobilization/Demobilization	LUMP SUM	1	\$3,000.00	\$3,000.00
3	UST Removal and Recycling/Disposal	LUMP SUM	4	\$19,500.00	\$19,500.00
4	Backfill Tank Voids with Clean Imported Virgin CA6	TONS	300	\$21.00	\$6,300.00
5a	UST contents and cavity water pump, removal & transportation to treatment Facility/Recycler or reuse as fuel product	GALLON	5,000	\$0.55	\$2,750.00
5b	Pumper/Truck per hour	PER HOUR	8	\$225.00	\$1,800.00
6	Solidified Residual Product/heel Disposal, if any	55 gal. drum	2	\$250.00	\$500.00
7	Draining, removal, and disposal of dispensers, dispenser islands, dispenser piping, and transfer piping	LUMP SUM	1	\$2,000.00	\$2,000.00
8	Draining, Removal, and Disposal of three (3) in-ground hydraulic lifts	LUMP SUM	1	\$5,000.00	\$5,000.00
9	Removal of Miscellaneous Debris, Drums, and Spoils within Service Station	LUMP SUM	1	\$500.00	\$500.00
10	<b>Other (explain)</b>				
<b>TOTAL BID</b>					<b>\$41,600.00</b>

**Contractor Acknowledgment of Bid Amount**

Name of Bidder: RW COLLINS COMPANY

Date: JUNE 30, 2025 Phone 708 458 6868

UST and Hydraulic Lift Removal Company:  
RW COLLINS COMPANY

Address: 7225 W 66<sup>TH</sup> STREET CHICAGO, IL 60638

[Signature] VP  
Signature of Authorized Representative

**Enclosures:**

- Special Provisions
- Exhibit I: Village of Bartlett Specifications Governing Compliance with Laws, Indemnification, and Insurance Requirements
- Map of UST, Dispensers, and Piping to be Removed
- Site Photo Log
- OSFM Tank Information
- Site Existing Conditions

**Q. Acknowledgements**

The undersigned hereby acknowledges receipt of the following along with the UST and Hydraulic Lift Removal Bid Request document.

- a. Special Provisions
- b. Exhibit I: Village of Bartlett Specifications Governing Compliance with Laws, Indemnification, and Insurance Requirements
- c. Map of USTs to be Removed
- d. Site Photo Log
- e. OSFM Tank Information
- f. UST and Hydraulic Lift Removal Project Agreement
- g. Site Existing Conditions

(collectively, the “Contract Documents”).

EXHIBIT B

UST AND HYDRAULIC LIFT REMOVAL PROJECT AGREEMENT

## UST and Hydraulic Lift Removal Project Agreement

---

This UST and Hydraulic Lift Removal Agreement (the “Agreement”) is entered as of July 15, 2025, between the Village of Bartlett, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois (the “Village” or the “Owner”) and RW Collins Company (the “UST and Hydraulic Lift Removal Contractor”).

**IN CONSIDERATION** of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Project Work.

A. “Project Work” shall mean the removal and disposal of three (3) 12,000-gallon gasoline underground storage tanks, one (1) 560-gallon used oil underground storage tank, and all associated dispensers, dispenser islands, dispenser piping, and transfer piping for each tank and the removal of three (3) in-ground hydraulic lifts in accordance with the Scope of Work defined in the Contract Documents.

B. UST and Hydraulic Lift Removal Contractor shall procure and furnish the Village at the UST and Hydraulic Lift Removal Contractor’s expense the following: (i) all licenses and permits required for the Project Work from any federal, state and local governmental entities and/or agencies thereof having jurisdiction over the Project Work, Performance Bond and the Payment Bond in accordance with paragraph 12 below; (iii) UST and Hydraulic Lift Removal Contractor shall furnish the Owner with the certificates of insurance, additional insured endorsements and other insurance documents in accordance with paragraph 11 below; and (iv) UST and Hydraulic Lift Removal Contractor shall immediately commence the Project Work following receipt of notice to proceed from the Owner.

C. “Project Site” shall mean 555 W. Lake St. Bartlett, IL 60103

D. “Contract Documents” shall mean:

1. The UST and Hydraulic Lift Removal Bid Request dated June 19, 2025, including:
  - a. Special Provisions
  - b. Exhibit I: Village of Bartlett Specifications Governing Compliance with Laws, Indemnification, and Insurance Requirements
  - c. Map of USTs and dispensers to be Removed
  - d. Site Photo Log
  - e. OSFM Tank Information
  - f. UST and Hydraulic Lift Removal Project Agreement
  - g. Site Existing Conditions
2. UST and Hydraulic Lift Removal Contractor’s Bid Offer

3. This UST and Hydraulic Lift Removal Project Agreement, the form of which was included in the UST and Hydraulic Lift Removal Bid Request.
  4. UST and Hydraulic Lift Removal Contractor's Performance bond to be submitted by UST and Hydraulic Lift Removal Contractor after award of contract to be co-signed by the UST and Hydraulic Lift Removal Contractor and surety.
  5. UST and Hydraulic Lift Removal Contractor's Payment Bond as described herein (to be submitted by the UST and Hydraulic Lift Removal Contractor after award signed by the UST and Hydraulic Lift Removal Contractor and its surety.
2. Completion Date. Sixty (60) days after the issuance of a Notice to Proceed by the Owner or the Environmental Consultant.

3. Contract Sum and Payment Terms.

A. The contract sum for the Project Work is \$ 41,600.00 (the "Contract Sum" includes all costs attributable to the Project Work, including but not limited to, all materials, equipment, labor, permits, licenses, insurance, additional insured endorsements, certifications, removal and disposal of construction debris, payment of Prevailing Wages, Performance and Payment Bonds, fees, expenses, costs, profits and overhead required under the Contract Documents.

B. Upon completion of the Project Work, the UST and Hydraulic Lift Removal Contractor shall provide a final invoice to the Owner in the amount of the Contract Sum plus any pre-approved change orders. It shall be a condition precedent to the Village's obligation to make a final payment that the UST and Hydraulic Lift Removal Contractor shall have submitted, not less than seven (7) days prior to the first day of the month in which the UST and Hydraulic Lift Removal Contractor is applying for final payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Final Payment Documents":

(i) An itemized Application of Payment for operations and Continuation Sheets using AIA G702 and G703 supported by such data to substantiate the UST and Hydraulic Lift Removal Contractor's right to payment as the Owner may require, such as copies of requisitions from material suppliers, until after final acceptance has been made by the Owner. Payment may be reduced by such additional amounts as the Owner determines for non-conforming work and unsettled claims.

(ii) A General Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company listing the name and address of each subcontractor that furnishes labor on the Project and for each subcontractor in separate columns, the original amount of each subcontract, the amount of issued change orders, adjusted contract amount, the total completed and stored to date, net amount previously paid, net amount this payment and balance to complete.

(iii) Final Waivers of Lien from the UST and Hydraulic Lift Removal Contractor and from all subcontractors of every tier that furnished labor, materials and/or

equipment in connection with the Project Work and final waivers of lien from all material suppliers that supplied material in connection with the Project. **Trailing Waivers of Lien will not be accepted.**

(iv) All of the UST and Hydraulic Lift Removal Contractor's Final Payment Documents shall be sworn to and notarized.

(v) It shall also be a condition precedent to any payment hereunder that UST and Hydraulic Lift Removal Contractor and its subcontractors must complete and submit certified payrolls to the Owner covering all payouts in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) using forms furnished by the Illinois Department of Labor (IDOL) (the "Certified Payrolls"). The Owner will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

(vii) Payments shall be further contingent upon the consent of the surety that issued the Performance Bond and the Payment Bond (sometimes collectively referred to as the "Performance and Payment Bonds") and/or other bond required hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Owner.

(vii) Following receipt of the Final Payment Request Documentation and all documents and submittals required under the Contract Documents, and following the Environmental Manager's determination that the Project Work has been completed in strict compliance with the Contract Documents and is free from defects, the Owner shall tender payment to the UST and Hydraulic Lift Removal Contractor of the Contract Sum plus any approved change orders and less any deductions as provided, subject to the terms and conditions herein.

C. Except as provided in paragraph D of this Section 2, no payments shall be made by the Owner until the Project Work has been substantially completed and in strict compliance with the Contract Documents, and further subject to the requirements of this Section 2.

D. It shall be a condition precedent to any payment required by the Owner hereunder, that the Environmental Manager has certified to the owner that the Project Work is substantially completed and that the Project Work being invoiced is free from any defects and has been substantially completed in accordance with the terms and conditions herein. Provided the Environmental Manager certifies substantial completion, the Owner may deduct from the final payment hereunder, amounts as it reasonably determines for minor incomplete Project Work, including but not limited to 110% of the value of the punch list work, and any required restoration work, and for any unsettled claims, and further subject to the conditions herein.

E. Notwithstanding the foregoing, in no event shall the Owner's acceptance of the Project Work, UST and Hydraulic Lift Removal Contractor's Final Payment Request Documentation and/or any Certification and/or the Owner's payments to the UST and Hydraulic Lift Removal Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required under the Contract Documents.

4. Intentionally Omitted.

5. Non-Discrimination. UST and Hydraulic Lift Removal Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation, color, national origin, marital status, ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

6. Compliance With Law. All goods, equipment, materials, and all labor furnished by UST and Hydraulic Lift Removal Contractor and UST and Hydraulic Lift Removal Contractor's Agents (defined below) shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, statutes and codes relative thereto including, but not limited to, the Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Architectural Barriers Act, the Illinois Accessibility Codes, Illinois and United States Department of Labor (IDOL and USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental Laws (defined below), and the Bartlett Municipal Code, including but not limited to the Village of Bartlett Building Codes, with the most stringent standards governing (collectively, the "Laws"). To the fullest extent permitted by law, the UST and Hydraulic Lift Removal Contractor shall indemnify, defend, and hold harmless the below defined Indemnified Parties from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any Law(s) related to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

7. Indemnification. To the fullest extent permitted by law, the UST and Hydraulic Lift Removal Contractor shall indemnify, defend and hold harmless the Village of Bartlett, its Village President and Board of Trustees, and its officials, officers, employees, and Deigan & Associates, PLLC, and its managers, members, officers and employees (collectively, the "Indemnified Parties"), from and against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, including but not limited to legal defense costs, attorney's fees, court costs, settlement judgments, prejudgment interest, post judgment interest, whether by direct suit or third parties which may in any way arise directly or indirectly from the Project Work provided hereunder caused in whole or in part by any negligent act and/or omissions of or on behalf of the UST and Hydraulic Lift Removal Contractor, its employees, contractors, subcontractors of any tier, material suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them and/or anyone directly or indirectly employed by any of them and/or anyone for whose acts and/or omissions any of them may be liable (collectively, "Contractor's Agents"); except to the extent caused by the active negligence, sole negligence or willful misconduct of the Owner or its Environmental Manager. In the event of any such suit, UST and Hydraulic Lift Removal Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any of them, in any such action, UST and Hydraulic Lift Removal Contractor agrees that any bond or insurance protection required herein, or otherwise provided by UST and Hydraulic Lift Removal Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. UST and Hydraulic Lift Removal Contractor

shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of UST and Hydraulic Lift Removal Contractor's breach of any of its obligations under, or UST and Hydraulic Lift Removal Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and/or termination of the Agreement.

8. Binding Obligation and Non-Assignability. UST and Hydraulic Lift Removal Contractor shall not assign the whole or any part of this Agreement without the written consent of the Owner. Any such assignment by UST and Hydraulic Lift Removal Contractor without the Owner's written approval shall be null and void.

9. Taxes. The Owner is a Tax-Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the UST and Hydraulic Lift Removal Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The UST and Hydraulic Lift Removal Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. Notwithstanding the forgoing, it shall be UST and Hydraulic Lift Removal Contractor's responsibility to determine and pay all applicable taxes attributable to the Project Work. All such taxes are included in the Contract Sum.

10. Investigations by UST and Hydraulic Lift Removal Contractor. UST and Hydraulic Lift Removal Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, inspection of the Project Site and the present condition of the Project Site and represents and warrants that the Contract Documents and depictions are adequate, and the required results can be produced under the Contract Documents and requirements herein. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of the UST and Hydraulic Lift Removal Contractor to fulfill in every detail all of the requirements of this Agreement or will be accepted as a basis for any claims whatsoever, for extra compensation.

11. Insurance. The UST and Hydraulic Lift Removal Contractor shall procure and maintain for the duration of the Project Work insurance of the types and in amounts of not less than the coverage's listed on Exhibit I of the Contract Documents. The cost of such insurance is included in the Contract Sum.

12. Performance Bond, Payment Bond. Prior to commencement of the Project Work, UST and Hydraulic Lift Removal Contractor shall furnish the Owner with a Performance Bond and a Labor and Material Payment Bond ("Payment Bond") each in the amount of 100% of the Contract Sum using AIA-312 Forms (2010) or in form otherwise acceptable to the Owner, co-signed by a surety licensed by the Illinois Department of Insurance to issue and sign sureties, which surety shall have a financial strength rating (FSR) of not less than "A-" by A.M. Best Company Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency, and naming the Village of Bartlett as primary obligee (sometimes collectively referred to herein as the

“Performance and Payment Bonds”) to guarantee the performance of the UST and Hydraulic Lift Removal Contractor’s obligations under the Contract Documents, completion of the Contract, and the payment of all labor and materials furnished for the Project Work, including but not limited to the payment of the below defined Prevailing Wages. The cost of said Performance and Payment Bonds shall be included in the Contract Sum.

13. Illinois Prevailing Wage Act

A. All laborers, workers and mechanics employed by UST and Hydraulic Lift Removal Contractor and/or by any subcontractor(s) performing any Project Work shall be paid wages (hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act (820 ILCS 130/01 et seq.) (the “Act”) (hereinafter, “Prevailing Wages”) for Cook County and DuPage County, the counties in which the Project Work will be performed. UST and Hydraulic Lift Removal Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling.

The UST and Hydraulic Lift Removal Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of Prevailing Wages. UST and Hydraulic Lift Removal Contractor shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages. Any increase in costs to the UST and Hydraulic Lift Removal Contractor due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the UST and Hydraulic Lift Removal Contractor and not at the expense of the Village. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. The UST and Hydraulic Lift Removal Contractor shall be solely responsible to maintain accurate records as required under the Act, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, workers, and/or mechanics engaged in the work and for insuring strict compliance with the requirements of the Act, including but not limited to providing certified payrolls to the Village in strict accordance with the Act using forms and affidavits furnished by IDOL (the “Certified Payrolls”). Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL) from time to time. UST and Hydraulic Lift Removal Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for Cook County, Illinois as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL’s website: [Current Prevailing Rates - Conciliation and Mediation Division \(illinois.gov\)](http://www.idol.state.il.us/Current-Prevailing-Rates-Conciliation-and-Mediation-Division)

14. Intentionally Omitted.

15. Default. In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney’s fees, subject to the limitations set forth in paragraph 18 of this Agreement.

16. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays;(b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; or (c) via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

If to the UST and Hydraulic Lift Removal Contractor:  
RW Collins Company

7225 W 66th Street

Chicago IL 60638

If to the Owner:  
Village of Bartlett  
228 South Main Street  
Bartlett, Illinois 60103  
Attn: Village Clerk UST and Hydraulic Lift Removal Bid

With a copy to the Environmental Manager:  
Deigan & Associates, PLLC  
28835 North Herky Drive, Unit 120  
Lake Bluff, IL, 60044  
Attn: Gary Deigan

Either party hereto may change the place of notice to it by sending written notice to the other party.

17. Repair Work. UST and Hydraulic Lift Removal Contractor shall repair any damage to the Project Site and/or any other owner property attributable to acts and/or omissions of the UST and Hydraulic Lift Removal Contractor and/or UST and Hydraulic Lift Removal Contractor's Agents and/or otherwise attributable to the Project Work.

**18. Limitation on the Owner's Liability. The UST and Hydraulic Lift Removal Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Village of Bartlett and other Indemnified Parties and agrees not to make any claim or demand for such damages against the Village and/or other Indemnified Parties.**

19. Hazardous Substances. UST and Hydraulic Lift Removal Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about any of the Project Site and/or any other property owned, leased or controlled by the Owner (collectively, "Subject Property") by UST and Hydraulic Lift Removal Contractor and/or UST and

Hydraulic Lift Removal Contractor's Agents (defined above). If the presence of Hazardous Substances brought upon, kept, stored or used in or about the Subject Property by or on behalf of UST and Hydraulic Lift Removal Contractor or UST and Hydraulic Lift Removal Contractor's Agents in violation of this paragraph, results in contamination of the said Property, UST and Hydraulic Lift Removal Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the above defined Indemnified Parties from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If UST and Hydraulic Lift Removal Contractor's activities or the activities of any of UST and Hydraulic Lift Removal Contractor's Agents violate or create a risk of violation of any Environmental Laws, Abandonment shall cause such activities to cease immediately upon notice from the Owner. UST and Hydraulic Lift Removal Contractor shall immediately notify the Owner both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

UST and Hydraulic Lift Removal Contractor's indemnification obligations and duties as stated in this paragraph 19 and as set forth in Exhibit I of the Contract Documents shall survive the termination and/or expiration of this Contract.

20. Delays in Project Work. The UST and Hydraulic Lift Removal Contractor's sole remedy for delay shall be an extension of time, and reasonable additional compensation for delay of any kind that is beyond the UST and Hydraulic Lift Removal Contractor's control and without fault or neglect of UST and Hydraulic Lift Removal Contractor.

21. Change Orders.

A. Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Planning and Development Services Director. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Village President and Board of Trustees of the Village of Bartlett (the "Corporate Authorities") shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as

amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Bartlett Village Administrator or the Corporate Authorities.

B. For any adjustments to the Contract Sum based on other than the unit prices method, the UST and Hydraulic Lift Removal Contractor agrees to change and accept payment for its overhead and profit at the following percentages of the cost attributable to the change in the Project Work:

- i. Ten percent (10%) of the project Work by the UST and Hydraulic Lift Removal Contractor not involving subcontractors.
- ii. Five percent (5%) for project Work by subcontractors.
- iii. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any.
- iv. For additional Project Work ordered as described which will be executed by subcontractors of the UST and Hydraulic Lift Removal Contractor, it is agreed subcontractors will be permitted to charge ten percent (10%) for Project Work not involving sub-subcontractors and five (5%) for Project Work by sub-subcontractors. To the net Subcontract amount the UST and Hydraulic Lift Removal Contractor may add five (5%).

22. Relationship of the Parties.

A. It is understood, acknowledged and agreed by the parties that the relationship of the UST and Hydraulic Lift Removal Contractor to the Owner arising out of this Agreement shall be that of an independent contractor. Neither UST and Hydraulic Lift Removal Contractor, nor any employee or agent of UST and Hydraulic Lift Removal Contractor, is an employee, partner, joint venture, and/or agent of the Owner, and therefore is not entitled to any benefits provided to employees of the Owner. UST and Hydraulic Lift Removal Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the owner for any purpose. Neither UST and Hydraulic Lift Removal Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the UST and Hydraulic Lift Removal Contractor may represent himself to others as an employee of the Owner. Should any person indicate to the UST and Hydraulic Lift Removal Contractor or any employee or agent of the Owner by written or oral communication, course of dealing or otherwise, that such person believes UST and Hydraulic Lift Removal Contractor to be an employee or agent of the Owner, UST and Hydraulic Lift Removal Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, UST and Hydraulic Lift Removal Contractor shall do so in UST and Hydraulic Lift Removal Contractor's own business.

B. UST and Hydraulic Lift Removal Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. UST and Hydraulic Lift Removal Contractor

acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted for results. The Owner shall not have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Project Work since they are solely the UST and Hydraulic Lift Removal Contractor's rights and responsibilities. The UST and Hydraulic Lift Removal Contractor shall supervise and direct the Project Work efficiently with his, her or its best skill and attention; and the UST and Hydraulic Lift Removal Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work; and the UST and Hydraulic Lift Removal Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Project Site and all other persons who may be affected thereby. The Owner shall not have any authority to stop the work of the UST and Hydraulic Lift Removal Contractor or the work of any subcontractor on the Project.

23. Exhibits and Contract Documents. All Exhibits and Contract Documents referred to herein are expressly incorporated herein and made a part hereof as though fully set forth herein.

**24. Assumption of Liability. To the fullest extent permitted by law, UST and Hydraulic Lift Removal Contractor assumes liability for all injury to or death of any person or persons including employees of UST and Hydraulic Lift Removal Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.**

25. No Waiver of Immunities and/or Privileges. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village of Bartlett, and/or any of its officials, officers, employees, volunteers and/or agents as to any liability whatsoever, and all such immunities and privileges are expressly reserved.

26. Intentionally Omitted.

27. Illinois Human Rights Act. The UST and Hydraulic Lift Removal Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5/1-101, et seq.) and UST and Hydraulic Lift Removal Contractor represents and warrants to the Owner as follows:

(1) That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

(2) That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which it may reasonably recruit

and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized

(3) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the UST and Hydraulic Lift Removal Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the UST and Hydraulic Lift Removal Contractor in its efforts to comply with such Acts and Rules and Regulations, the UST and Hydraulic Lift Removal Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the Contract obligations are undertaken or assumed, so that each provision will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the UST and Hydraulic Lift Removal Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the UST and Hydraulic Lift Removal Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

28. Intentionally Omitted.

29. Clean Air Act and Federal Water Pollution Control Act. UST and Hydraulic Lift Removal Contractor shall comply with the Clean Air Act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined above) with the most stringent laws controlling.

30. Removal and Disposal. The UST and Hydraulic Lift Removal Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

31. Work by Trade Unions. If the Project Work is to be performed by trade unions, the UST and Hydraulic Lift Removal Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

32. Miscellaneous

A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

B. This Agreement may be executed in any number of counterparts, and by the Owner and UST and Hydraulic Lift Removal Contractor on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.

C. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

D. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of Cook County, Illinois.

E. In construing this Agreement, section headings shall be disregarded.

F. Time is of the essence of this Agreement and every provision contained herein.

G. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

H. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or

her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

I. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

J. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent and demanding requirements shall control.

K. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

Village of Bartlett

UST and Hydraulic Lift Removal Contractor:  
RW Collins Company

By: \_\_\_\_\_  
Village President

By: Lisa Kruse  
Printed Name: Lisa Kruse  
Title: Vice President

Attest:  
  
\_\_\_\_\_  
Village Clerk

Attest:  
  
Steve Lucero  
Printed Name: Steve Lucero  
Title: Project Manager

LK

33. Incorporated into this document are Assumptions and Clarifications from bid submittal, Exhibit A



## Exhibit A

# **RW COLLINS Co.**

SOIL REMEDIATION & EXCAVATION

7225 West 66th Street, Chicago, Illinois 60638

### **Village of Bartlett UST Removal Assumptions/Clarifications**

- Base Bid does not include local permitting fees. If required, we will invoice the fees back to the Village of Bartlett at cost.
- Base Bid does not include unknown underground utility repair or support in work areas.
- Base Bid does not include any sheeting, shoring or earth retention of the excavation.
- Pricing does not include any soil or liquid sampling or reporting.
- Pricing does not include vibratory roller compaction or testing of the existing backfill or imported backfill.
- Pricing assumes the project is tax exempt.
- Pricing does not include any saw-cutting of the existing concrete, asphalt or pavement.
- Pricing does not include furnish or installation of silt fencing, chain link fence or any construction fencing.
- Pricing does not include any asphalt or concrete restoration.
- Pricing does not include private utility locates.
- Pricing does not include 6' chain link construction fencing for the site or work area. Bid includes orange plastic construction fence around the work areas and assumed this will be approved and sufficient for protection of the work areas and excavations.





# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Assistant to the Village Administrator  
**Date:** July 7, 2025  
**Re:** Liquor License Creation Class A- El Ancla Mariscos

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Attached is an Ordinance amending Section 3-3-2-1: Class A of the Bartlett Liquor Control Ordinance. A new license in this class must be created before the license can be issued by the liquor commissioner.

The application was submitted by Ancla Group LLC. doing business as El Ancla Mariscos at 391 Bartlett Plaza. The Class A allows for retail sale of beer, wine and liquor for use and consumption on the premises from 8:00 a.m. to 1:00 a.m. Sunday through Thursday and 8:00 a.m. to 2:00 a.m. Friday and Saturday.

The village attorney as reviewed and approved all the appropriate documentation submitted by the requester.

## **Motion:**

I move to approve Ordinance 2025-\_\_\_\_ An Ordinance Amending Section 3-3-2-1 Of The Bartlett Liquor Control Ordinance Regarding The Number Of Class A Licenses

**ORDINANCE 2025-\_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 3-3-2-1 OF THE BARTLETT LIQUOR CONTROL ORDINANCE REGARDING THE NUMBER OF CLASS A LICENSES**

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

**SECTION ONE:** That Title 3, Section 3, The Bartlett Liquor Control Ordinance, as amended, is hereby further amended as follows:

**SECTION TWO:** That Title 3 Section 3-3-2-1: "A" Shall be amended to read as follows:

3-3-2-1: A     **NUMBER ISSUED: THE NUMBER OF CLASS A LICENSES SHALL BE LIMITED TO 25**

**SECTION THREE: SEVERABILITY**

The various provisions of this ordinance are to be considered as severable and if any part or portion of this ordinance shall be held invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this ordinance.

**SECTION FOUR: REPEAL OF PRIOR ORDINANCES**

All prior ordinances and resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION FIVE: EFFECTIVE DATE**

This ordinance shall be in full force and effect upon its passage and approval.

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED: July 15, 2025**

**APPROVED: July 15, 2025**

\_\_\_\_\_  
Daniel Gunsteen, 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 2025-\_\_\_\_\_ enacted on July 15, 2025 and approved on July 15, 2025 as the same appears from the official records of the Village of Bartlett.

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

July 8, 2025



Village of Bartlett, IL

### LQ-25-9

Liquor License

Status: Active

Submitted On: 6/26/2025

#### Primary Location

391 BARTLETT PLZ  
BARTLETT, IL 60103

#### Owner

Lake Street Commons, LLC  
PO Box 338 PO Box 338 Itasca, IL  
60143

#### Applicant

Jesus Sepulveda



## Business Information

Do you have or have you already submitted a general business license application?\*

Yes

Type of general business license\*

Restaurant

Name of business license was issue to:\*

El Ancla Marsicos

Is this a renewal or new liquor license application?\*

New application

Have you or will you be applying for a video gaming license?\*

No

## Liquor License Application

Descriptions of the various liquor license types can be found at Barlett Municipal Code - Chapter 3. If you have additional questions, call 630-837-0800. Additionally, if you intend to offer video gaming, you must also request a combination of liquor license and Class V or VC. Information on these designations can be viewed in this ordinance.

Type of Liquor License Requested\*

Class A

Does applicant seek a liquor license on the premises as a full-service restaurant or video cafe?\*

Full-service restaurant

Will the menu include at least 15 food items?\*

Yes

What is the seating capacity of venue?\*

150

Do you anticipate that 30% or more of your revenue will come from gaming?\*

No

Has any manufacturer, distributor or importing distributor directly or indirectly paid or agreed to pay for this license, advanced money or anything else of value, or any credit (other than merchandising credit in the ordinary course of business for a period not to exceed 30 days) or is such person directly or indirectly interested in the ownership, conduct or operation of the place of business?\*

No

Is the applicant engaged in the manufacture of alcoholic liquors?\*

No

Is the applicant conducting the business of an importing distributor or distributor of alcoholic liquors?\*

No

Has any Officer, Director, or Manager of said Corporation or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of any felony under any Federal or State law? \*

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of a violation of any Federal, State or Local law within the last 10 years?\*

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders, owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of being the keeper of a house of ill fame, or of pandering or other crime or misdemeanor opposed to decency and morality? \*

No

Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders, owning in the aggregate more than five (5%) percent of the stock of such corporation, ever permitted an appearance bond forfeiture of any of the violations mentioned above?\*

No

Has the Corporation (Applicant) or any Officer, Director or Manager of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, made application for a similar license for this period for any premises other than those described above? \*

Is any law enforcing Official, Mayor, Alderman, Member of the City Council or Commission, Member of the Village Board of Trustees, or member of a County Board, directly or indirectly interested in the business for which license is sought? \*

No

No

Each applicant must designate at least one individual who shall serve as Liquor Manager for the applicant. Please supply the following information:

Name of Liquor Manager\*

Jesus Sepulveda

Home address:\*



Position held by the Liquor Manager in the business\*

Manager

Has the Liquor Manager been finger printed for the purpose of this application?\*

Yes

Has the Liquor Manager been fingerprinted by the Bartlett Police Department?\*

Yes

Date fingerprinted:\*

05/07/2025

### Emergency Contacts

Please provide contact information of personnel that have keys to the business in case first responders need access to the building during non-business hours.

Primary contact\*

Claribel Herrera

Primary contact phone number\*



Secondary contact\*

Lourdes Sepulveda

Secondary contact phone number\*



### AFFIDAVIT

Applicant does hereby agree to operate the aforesaid place of business in accordance with the policies, regulations, and ordinances of the Village of Bartlett now in force and any others that may be enacted during the duration of this license, and does hereby authorize inspections of the premises by the appropriate Village Departments and officials as may be required, and the Bartlett Fire Protection District, in accordance with Title 3, Chapter 1, Sections 3-1-1 through 3-1-17 of the Bartlett Municipal Code. I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge.

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

Jesus Sepulveda  
Jun 19, 2025

The business applying for this license has a Certificate of Occupancy issued by the Village of Bartlett Planning & Development Services Department. ?

I hereby certify that as the applicant, I am the owner of the business.

BL-25-64

July 8, 2025



Village of Bartlett, IL

**BL-25-64**  
General Business License  
Status: Active  
Submitted On: 6/19/2025

**Primary Location**

391 BARTLETT PLZ  
BARTLETT, IL 60103

**Owner**

Lake Street Commons, LLC  
PO Box 338 Itasca, IL 60143

**Applicant**

Jesus Sepulveda



---

**Business Information**

**Name of Business (DBA)\***

El Ancla Mariscos Bartlett

**Entity Type\***

Limited Liability Company

**Corporation or LLC Name\***

Ancla Group LLC

**Business Phone Number\***

6303989026

**Primary Business Email Address\* ?**



**Federal Employer Identification Number\***



**Sales or Occupational Tax Number\***



**Nature of Business\***

Restaurant

**Does this business have a grease trap?\***

Yes

**How often is the grease trap cleaned?\***

every 2 months

**Number of Employees\***

1

**Floor Plan ?**



No File Uploaded

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**LLC Members**

Name\*

Jesus Sepulveda

Address\*



Role\*

Manager

Date of birth\*



Percentage of interest held\*

100

---

### Additional Business Information

Copy of Deed or Lease



No File Uploaded

Certificate of Registration



No File Uploaded

Copy of County Health Permit



No File Uploaded

Other Locations\*

El Ancla Mariscos (Stone Park)

El Ancla Mariscos (Addison)

Previous Addresses\*

1536 N Mannheim Stone Park, IL 60165

533 W Lake St Addison, IL 60101

Has your business license ever been revoked?\* 

No

Criminal History\* 

n/a

Municipal Violation History\* 

n/a

Consumer Fraud Complaint\* 

n/a

---

## License Fees

Please select the business type(s) below that match your type of business. If you do not match one of the specific categories, please select "Retail/Commercial Establishment Not Listed Above".

Asphalt Plant

Automobile Service Station

Bakery - Retail

Bakery - Wholesale

Banking Institution

Barbershop

Billiard and pool halls

Bowling alley

Brokers (other than real estate and insurance)

Bus service company

Catering services and establishment

Central Station

Confectionery stores

Day nursery/nursery school

Dealer - precious metals

Dry cleaning plant

Dry cleaning retail outlet

Factory

Fish market

Florist

Food delivery vehicles and food dispensers

Fruit/Vegetable Stand - Year Round

Fruit/Vegetable Stand - Seasonal

Game room

Garage/Parking Lot

Grocery store

BL-25-64

Hardware Store

Hotels and motel

Ice cream store/parlor

Ice cream vendor

Laundry (self-service coin operated)

Machine shop

Meat Market/Dealer

Mining operation, quarry or gravel pit

Mobile home park

Motor vehicle repair establishment

Pawnbroker

Redi Mix Plant

Restaurant/Carry Out

Scavengers

Stable

Vending machine

Retail/Commercial Establishment Not Listed Above ?

Additional Accessory Licenses

Will you have amusement devices on site?\* 

No

Will you have vending machines on site?\*

Yes

How many vending machines?

2

Will you have a jukebox on site?\*

Yes

How many jukeboxes?

1

Will you be selling tobacco products?\*

No

Will you be serving or selling liquor?\*

Yes

Do you have an existing Bartlett liquor license?\*

No

If you do not have an existing Bartlett liquor license, you must submit a separate Village of Bartlett Liquor License Application

### Emergency Contacts

Please provide contact information of personnel that have keys to the business in case first responders need access to the building during non-business hours.

Primary contact\*

Claribel Herrera

Primary contact phone number\*



Secondary contact\*

Lourdes Sepulveda

Secondary contact phone number\*



### AFFIDAVIT

Applicant does hereby agree to operate the aforesaid place of business in accordance with the policies, regulations, and ordinances of the Village of Bartlett now in force and any others that may be enacted during the duration of this license, and does hereby authorize inspections of the premises by the appropriate Village Departments and officials as may be required, and the Bartlett Fire Protection District, in accordance with Title 3, Chapter 1, Sections 3-1-1 through 3-1-17 of the Bartlett Municipal Code. I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge.

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

Jesus Sepulveda  
Jun 19, 2025

The business has a Certificate of Occupancy issued by the Village of Bartlett Planning & Development Services Department\*



I hereby certify that as the applicant, I\* am an owner of the business.

Form **LLC-5.5**

Illinois  
Limited Liability Company Act  
Articles of Organization

FILE # 16409022

Secretary of State Alexi Giannoulias  
Department of Business Services Limited  
Liability Division  
www.ilsos.gov

Filing Fee: \$150

Approved By: SXS

FILED

JUN 24 2025

Alexi Giannoulias  
Secretary of State

1. Limited Liability Company Name: ANCLA GROUP LLC
2. Address of Principal Place of Business where records of the company will be kept:  
391 BARTLETT PLAZA  
BARTLETT, IL 60103
3. The Limited Liability Company has one or more members on the filing date.
4. Registered Agent's Name and Registered Office Address:  
JESUS SEPULVEDA  

5. Purpose for which the Limited Liability Company is organized:  
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."
6. The LLC is to have perpetual existence.
7. Name and business addresses of all the managers and any member having the authority of manager:  
SEPULVEDA, JESUS  
816 AUGUSTA ST  
MAYWOOD, IL 60153
8. **Name and Address of Organizer**  
I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: JUNE 24, 2025

JESUS SEPULVEDA  
816 AUGUSTA ST  
MAYWOOD, IL 60153



WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES



Effective Date: July 3rd, 2025

# Western Surety Company

## LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. [REDACTED]

That we, Ancla Group LLC

of Bartlett, State of Illinois, as Principal,  
and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of

Illinois, as Surety, are held and firmly bound unto the

Village of Bartlett, State of Illinois, as Obligee, in the penal

sum of Ten Thousand and 00/100 DOLLARS (\$10,000.00),  
lawful money of the United States, to be paid to the Obligee, for which payment well and truly to be made,  
we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the Principal has been  
licensed Liquor License

by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply  
with the laws and ordinances, including all amendments thereto, pertaining to the license or permit  
applied for, then this obligation to be void, otherwise to remain in full force and effect until  
July 3rd, 2026, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing, by First Class  
U.S. Mail, to the Obligee and to the Principal at the address last known to the Surety, and at the expiration  
of thirty-five (35) days from the mailing of said notice, this bond shall ipso facto terminate and the Surety  
shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said  
date. Regardless of the number of years this bond shall continue in force, the number of claims made  
against this bond, and the number of premiums which shall be payable or paid, the Surety's total limit of  
liability shall not be cumulative from year to year or period to period, and in no event shall the Surety's total  
liability for all claims exceed the amount set forth above. Any revision of the bond amount shall not be  
cumulative.

Dated this 3rd day of July, 2025.

Ancla Group LLC Principal

Principal  
WESTERN SURETY COMPANY

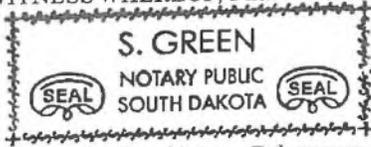
By Larry Kasten  
Larry Kasten, Vice President

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 3rd day of July, 2025, before me, the undersigned officer, personally appeared Larry Kasten, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



*S. Green*  
Notary Public — South Dakota

My Commission Expires: February 12, 2027

ACKNOWLEDGMENT OF PRINCIPAL  
(Individual or Partners)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the individual \_\_\_\_\_ described in and who executed the foregoing instrument and acknowledged to me that \_\_\_\_\_ he \_\_\_\_\_ executed the same.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL  
(Corporate Officer)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that he/she as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public



License or Permit No. \_\_\_\_\_

LICENSE AND PERMIT  
BOND  
As

of \_\_\_\_\_

State of \_\_\_\_\_

Name of Applicant \_\_\_\_\_

Address \_\_\_\_\_

Filed \_\_\_\_\_

Approved this \_\_\_\_\_

day of \_\_\_\_\_

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Liquor License Village of Bartlett

bond with bond number [REDACTED]

for Ancla Group LLC

as Principal in the penalty amount not to exceed: \$ 10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 3rd day of July, 2025

ATTEST

L. Bauder  
L. Bauder, Assistant Secretary



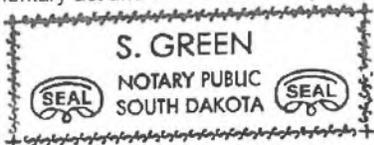
WESTERN SURETY COMPANY

Larry Kasten  
Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 3rd day of July, 2025, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



S. Green  
Notary Public

My Commission Expires February 12, 2027

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.





Notice of Premium Due 07/03/2025

Billing Questions (888) 866-2666  
Email [info@cnasurety.com](mailto:info@cnasurety.com)

Premium \$100.00

Ancla Group LLC  
391 Bartlett Plz  
Bartlett, IL 60103

Amount Due \$100.00

Bond Detail

Bond # 67546122  
Company Western Surety Company  
Effective Date 07/03/2025  
Anniversary Date 07/03/2026  
Bond Amount \$10,000.00  
Description Liquor License Village of Bartlett

Agent Information Messages

Andrew Ferrera Insurance Agency, Inc.  
1216 N. Seminary Ave., Ste. H  
Woodstock, IL 60098  
(847)802-8408

Payment Instructions



- Pay Online at [ONLINEPAY.CNASURETY.COM](https://ONLINEPAY.CNASURETY.COM)
- If paying by mail, please send payment 2 weeks prior to due date to ensure receipt  
Make check payable to CNA Surety  
Detach payment stub and return with payment

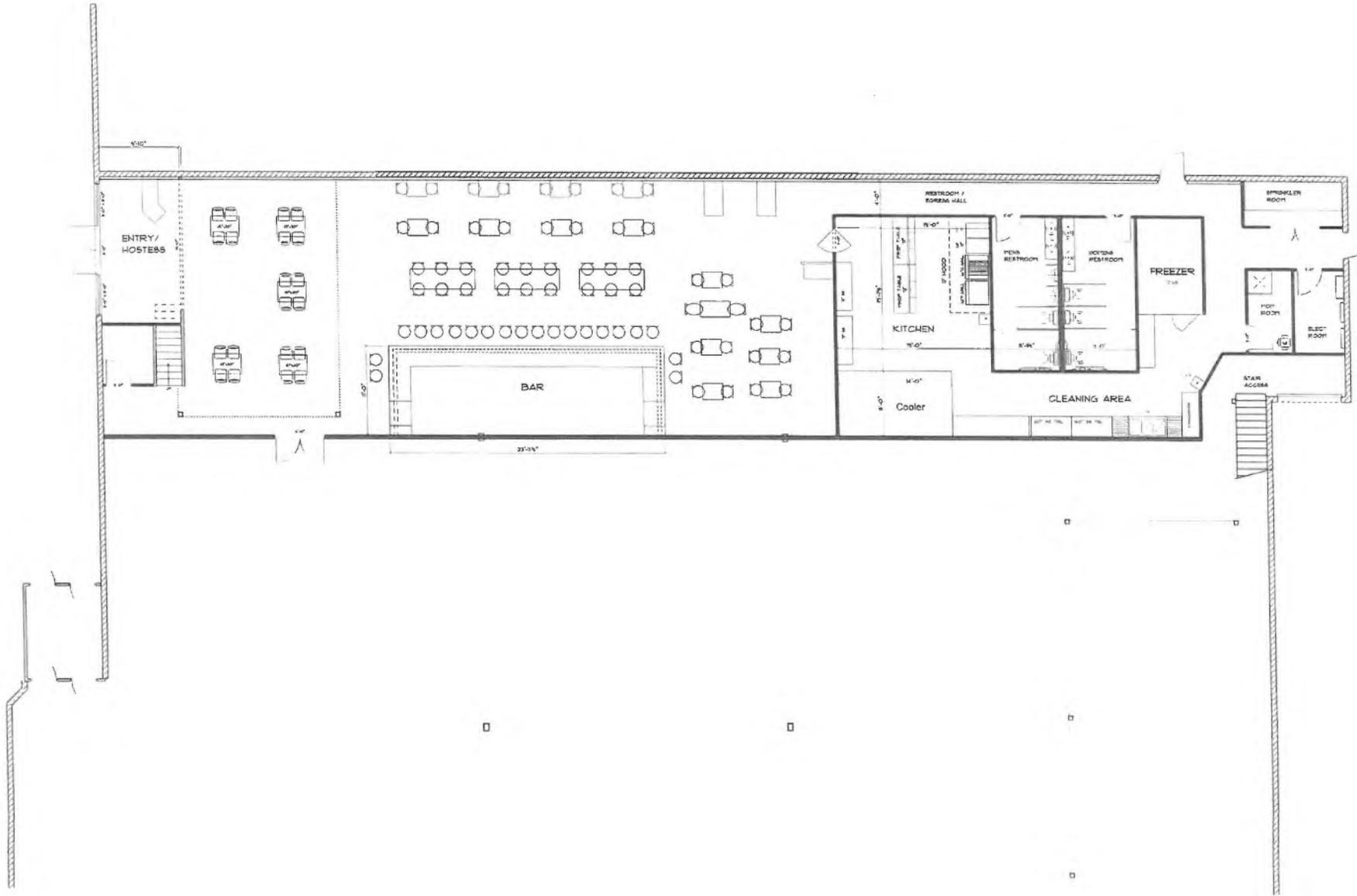
Note-Renewal documents will only be sent upon receipt of full payment

Ancla Group LLC  
Bond # [REDACTED]  
Company [REDACTED]  
Agency 12-21486  
Andrew Ferrera Insurance Agency, Inc.

Payment Due 07/03/2025 Amount Due \$100.00

CNA Surety Direct Bill  
PO Box 957312  
St Louis, MO 63195-7312

0003001 01221486000007032025 00601006754612200 00000001000008



**FIRST AMENDMENT TO LEASE  
BETWEEN MMAJ, LLC AND  
ANCLA GROUP LLC**

**THIS FIRST AMENDMENT TO LEASE** (this "Amendment") is made and entered into this 7<sup>th</sup> day of July, 2025 by and between **MMAJ, LLC**, an Illinois limited liability company ("Landlord"), and **Ancla Group, LLC**, an Illinois limited liability company, f/k/a Herrera Group, Inc., an Illinois corporation ("Tenant").

**WITNESSETH; That,**

**WHEREAS**, Landlord, as landlord, and Tenant, as tenant, entered into that certain Lease Agreement dated May 22, 2025, for the location known as 391 Bartlett Plz, Bartlett, Illinois 60103, containing 4,500 rentable square feet of space (the "Lease"), at the Shopping Center known as Streets of Bartlett; and

**WHEREAS**, Landlord and Tenant mutually desire to further correct the Tenant's company name, all subject to the terms and conditions set forth herein;

**NOW THEREFORE**, for and in consideration of the covenants herein contained and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

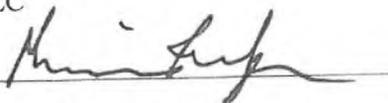
1. Recitals: Definitions. The foregoing Recitals are true, correct and complete. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Lease.
2. Tenant Name Correction. Landlord and Tenant mutually agree to correct the company name of Tenant on the Lease from Herrera Group, Inc. to Ancla Group, LLC.
5. Affirmation. Tenant hereby affirms that as of the date hereof the Lease is in full force and effect, that the Lease has not been modified or amended (except as provided in this Amendment) and that all of Landlord's obligations accrued to date have been performed. Tenant further agrees to fulfill all of its obligations under the Lease, as amended hereby, to Landlord throughout the Lease Term, as amended hereby.
6. No Other Amendments. EXCEPT AS expressly amended and modified hereby, the Lease shall otherwise remain in full force and effect; the parties hereto hereby ratifying and confirming the same. This Amendment, together with the Lease, is the complete understanding between the parties and supersedes all other prior agreements and representations concerning its subject matter. To the extent of any inconsistency between the Lease and this Amendment, the terms of this Amendment shall control.

[execution on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the day, month and year first above written:

**LANDLORD:**

MMAJ, LLC

By: 

Printed Name: Manny Rafidia

Its: Managing Member

Date of Signature: 7/7/2025

**TENANT:**

Ancla Group, LLC

By: Jesus Sepúlveda

Printed Name: Jesus Sepulveda

Its: Managing Member

Date of Signature: 7-7-2025

## STORE LEASE

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

Above Space for Recorder's use only

TERM OF LEASE		DATE OF LEASE	LOCATION OF PREMISES
BEGINNING	ENDING		
June 1, 2025	June 30, 2030	May 22, 2025	391 Bartlett Plaza Bartlett, IL 60103 4,500 Rentable Square Feet of Space
MONTHLY BASE RENT			
July 1, 2025 - June 30, 2030 = \$5,277.50/per month * See Note 1 and 2 below			

### PURPOSE

Lessee shall occupy the Leased Premises for the operation of a sit-down Mexican Seafood Restaurant serving mainly seafood and for no other purpose unless written approval is provided by Lessor. Lessee acknowledges and agrees that Lessor is restricting and prohibiting Lessee from having and operating video gaming terminals within the Leased Premises during the Lease Term.

\* Note 1, Lessee shall pay the monthly Base Rent, as indicated above, plus Lessee shall pay its proportionate share, equating to 5.22%, of the Common Area Maintenance and Real Estate Tax expenses. The 2025 budgeted Common Area Maintenance expense is estimated at \$1.50/per square foot, equating to a monthly charge of **\$562.50**. The 2025 budgeted Real Estate Tax expense is estimated at \$5.76/per square foot, equating to a monthly charge of **\$2,160.00**.

\* Note 2, The Delivery Date shall be June 1, 2025. The Rent Commencement Date shall be July 1, 2025, during the period of the Delivery Date until the Rent Commencement Date, the Rent shall be abated. Lessor and Lessee agree that the abatement of Monthly Base Rent and Additional Rent is conditional abatement and that Lessee shall be entitled to such abatement only upon the condition that no breach or default occurs under the Lease. In the event of the occurrence of any such breach or default, Lessee shall not be entitled to any abatement of Rent and any previously abated Rent shall become due and payable by Lessee.

\* Note 3, Lessor shall deliver the Leased Premises in its "AS IS" "WHERE IS" condition, that shall be turned over in a Vanilla Box condition. Lessor shall have no obligation to complete any improvements in or to the Leased Premises. Lessee shall be solely responsible for the performance and costs of any and all improvements to the Leased Premises including but not limited to obtaining the required building permits. Lessee acknowledges and agrees that Lessee shall be solely responsible for furnishing and installing its own equipment within the Leased Premises, any and all equipment from the prior tenant will be removed.

\* **Note 4**, Lessee must install an illuminated channel sign on or before the Lessee's opening for business to the public, which shall be approved by Lessor and the Village of Bartlett.

\* **Note 5**, Lessee must pay the rent as stated above, monthly in advance, on the 1st day of each month, by ACH payment method. The ACH remittance information is stated as followed:

Bank Name: Midland States Bank  
Bank Routing No: 081204540  
Checking Account Name: MMAJ, LLC  
Checking Account No: 1000685497

\* **Note 6**, In the event Lessee violates the provision that Lessor is restricting and prohibiting Lessee from having and operating video gaming terminals within the Leased Premises during the Lease Term, Lessee shall be in default of the Lease and Lessee shall have ten (10) days to cure such default after receipt of notice from Lessor and Lessee will, in addition to Lessor's rights to remedy, be charged a penalty in the amount of \$10,000.00 per month for each month that Lessee does not have the video gaming terminals removed from the Leased Premises.

\* **Note 7**, Lessee shall pay a Security Deposit equating to \$8,000.00 and the first full month's Rent, for the period of July 2025. Lessee shall pay the total amount of \$16,000.00 for the Security Deposit and first month's Rent upon the execution of the Lease, which will be non-refundable. The Lease shall be personally guaranteed by Jesus A. Sepulveda and Jesus Sepulveda Jr. For security for the Lessor, during the entire term of the Lease, Lessor shall file a UCC Financing Statement on all of Lessee's equipment within the Leased Premises, as referenced on Exhibit A, attached and made part hereto.

LESSEE		LESSOR	
NAME	<ul style="list-style-type: none"><li>Herrera Group, Inc., an Illinois corporation</li><li>d/b/a El Ancla Mariscos Bartlett</li></ul>	NAME	<ul style="list-style-type: none"><li>MMAJ, LLC, an Illinois limited liability company</li></ul>
*ADDRESS	<ul style="list-style-type: none"><li>[REDACTED]</li></ul>	ADDRESS	<ul style="list-style-type: none"><li>PO Box 315</li></ul>
CITY	<ul style="list-style-type: none"><li>[REDACTED]</li></ul>	CITY	<ul style="list-style-type: none"><li>Itasca, Illinois 60143</li></ul>
	Email: jesseh [REDACTED]		Email: tscmadison@gmail.com
	Jessee Cell No [REDACTED]		

\*upon the Delivery Date, the address of Lessee shall be the Leased Premises.

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

### LEASE COVENANTS AND AGREEMENTS

**1. RENT.** Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing. If Lessee fails to pay any regular monthly installment of rent by the fifth (5th) day of the month in which the installment is due, or any other amount constituting rent within five (5) days after accrual thereof or billing therefor, there shall be added to such unpaid amount a late

charge totaling \$500.00 per month in order to compensate Lessor for the extra administrative expenses incurred.

**2. WATER, GAS AND ELECTRIC CHARGES.** Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, levied or charged on the Premises, for and during the time for which this lease is granted and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as herein specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter. In addition, Lessee pays and is responsible for trash removal. Lessee shall transfer all utilities (electric and gas) in its name, servicing the leased premises, upon the delivery date of this Lease, the water and sewer expense is paid by lessor and is included in the Common Area Maintenance expense.

**3. SUBLETTING; ASSIGNMENT.** The Premises shall not be sublet in whole or in part to any person other than Lessee, and Lessee shall not assign this lease without, in each case, the consent in writing of Lessor first had and obtained; nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law of Lessee's interest created hereby; nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs of "To Let", or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained. If Lessee, or any one or more of the Lessees, if there be more than one, shall make an assignment for the benefit of creditors, or shall be adjudged a bankrupt, Lessor may terminate this lease, and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this lease for the then unexpired portion of the term hereby created, as liquidated damages.

**4. LESSEE NOT TO MISUSE.** Lessee will not permit any unlawful or immoral practice, with or without his knowledge or consent, to be committed or carried on in the Premises by himself or by any other person. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

**5. CONDITION ON POSSESSION.** Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this lease that are not herein expressed.

**6. REPAIRS AND MAINTENANCE.** Lessee shall keep the Premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at his own expense, and shall yield the same back to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightlines as at the date of the execution hereof, reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon Premises and replace broken

globes, glass, doors, door hardware and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the Premises at his own expense. Lessee shall be responsible for performing and the cost of having the RPZ located within the Lease Premises, if any, tested annually or per the required timeframe required by the Village/City in which the Leased Premises is situated in. If, however, the Premises shall not thus be kept in good repair and in a clean, sightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of this lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightlines, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect of the water, gas or electric fixtures. Lessee, at its own cost and expense, shall heat and air condition the Leased Premises to meet its requirements. Lessee, at Lessee's sole cost and expense, during the lease term, shall keep the heating and air conditioning systems in good order, repair and condition, and shall replace any parts, which may require replacement with parts of equal or superior quality to those now in use in the systems.

**7. ACCESS TO PREMISES.** Lessee shall allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make, and Lessee will allow Lessor to have placed upon the Premises at all times notices of "For Sale" and "For Rent", and Lessee will not interfere with the same.

**8. NON-LIABILITY OF LESSOR.** Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said radiators are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the Premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, nor for any damage or injury arising from any act, omission or negligence of co-tenants or of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor himself, all claims for any such damage or injury being hereby expressly waived by Lessee. Lessor does not warrant that heating service will be free from interruptions caused by strike, accident or other cause beyond the reasonable control of Lessor. All claims against Lessor for injury or damage arising from failure to furnish heat are hereby expressly waived by Lessee.

**9. RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES).** Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or his agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained; and shall not commit or suffer any waste in or about said premises; and shall make no changes or alterations in the Premises by the erection of partitions or the papering of walls, or otherwise, without the consent in

writing of Lessor; and in case Lessee shall affix additional locks or bolts on doors or windows, or shall place in the Premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor. Lessor shall have the privilege of retaining the same if he desires. If he does not desire to retain the same, he may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. The provisions of this paragraph shall not however apply to Lessee's trade fixtures, equipment and movable furniture.

**10. FIRE AND CASUALTY.** In case the Premises shall be rendered untenable by fire, explosion or other casualty, Lessor may, at his option, terminate this lease or repair the Premises within sixty days. If Lessor does not repair the Premises within said time, or the building containing the Premises shall have been wholly destroyed, the term hereby created shall cease and terminate.

**11. TERMINATION; HOLDING OVER.** At the termination of the term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefore to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at its option within thirty days after termination of the term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this lease for one year, and from year to year thereafter, at double the then rental (computed on an annual basis) specified in Section 1, or (b) creation of a month to month tenancy, upon the terms of this lease except at double the then monthly rental specified in Section 1, for the time Lessee remains in possession. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmation of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein.

**12. LESSOR'S REMEDIES.** If Lessee shall vacate or abandon the Premises or permit the same to remain vacant or unoccupied for a period of ten days, or in case of the non-payment of the rent reserved hereby, or any part thereof, or of the breach of any covenant in this lease contained. Lessee's right to the possession of the Premises thereupon shall terminate with or (to the extent permitted by law) without any notice or demand whatsoever, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the Premises; and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand whatsoever, this lease shall thereupon terminate, and upon the termination of Lessee's right of possession, as aforesaid, whether this lease be terminated or not, Lessee agrees to surrender possession of the Premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the Premises whatsoever, and hereby grants to Lessor full and free license to enter into and upon the Premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Lessee or any other person who may be occupying the Premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may re-possess himself of the Premises as of his former estate, but such entry of the Premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause a forfeiture of rents due by virtue thereof, nor a waiver of any covenant, agreement or promise in this lease contained, to be performed by Lessee. Lessee hereby waives all notice of any election made by Lessor hereunder, demand for rent, notice to quit, demand for possession, and any and all notices and demand whatsoever, of any and every nature, which may or shall be required by any statute of this state relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or by the common law, during the term

of this lease or any extension thereof. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of Lessor's rights to act without notice or demand or of any other right hereby given Lessor, or as an election not to proceed under the provisions of this lease.

**13. RIGHT TO RELET.** If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not (except as provided by Illinois statute), be relet by Lessor, for the account and benefit of Lessee, for such rent and upon such terms and to such person or persons and for such period or periods as may seem fit to the Lessor, but Lessor shall not be required to accept or receive any tenant offered by Lessee, nor to do any act whatsoever or exercise any diligence whatsoever, in or about the procuring of any care or diligence by Lessor in the reletting thereof; and if a sufficient sum shall not be received from such reletting to satisfy the rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents, and including also expenses of redecorating. Lessee agrees to pay and satisfy all deficiency; but the acceptance of a tenant by Lessor, in place of Lessee, shall not operate as a cancellation hereof, nor to release Lessee from the performance of any covenant, promise or agreement herein contained, and performance by any substituted tenant by the payment of rent, or otherwise, shall constitute only satisfaction pro tanto of the obligations of Lessee arising hereunder.

**14. COSTS AND FEES.** Lessee shall pay upon demand all Lessor's costs, charges and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing any of the obligations of Lessee under this lease or in any litigation, negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or on account or on account of this lease.

**15. CONFESSION OF JUDGMENT.** Lessee hereby irrevocably constitutes and appoints any attorney of any court of record in the State of the Leased Premises, to be his true and lawful attorney for him and in his name and stead, to enter his appearance in any suit or suits that may be brought in any court in this State at any time when any money is due hereunder for rent or otherwise, to waive the issuing of process and service thereof and trial by jury or otherwise, and to confess a judgment or judgments for such money so due and for costs of suit and for reasonable attorney's fees in favor of Lessor, and to release all errors that may occur or intervene in such proceedings, including the issuance of execution upon any such judgment, and to stipulate that no writ of error or appeal shall be prosecuted from such judgment or judgments, or any bill in equity filed, nor any proceedings of any kind taken in law or equity to interfere in any way with the operation of such judgment or judgments or of execution issued thereon and to consent that execution may be immediately issued thereon.

**16. LESSOR'S LIEN.** Lessor shall have a first lien upon the interest of Lessee under this lease, to secure the payment of all moneys due under this lease, which lien may be foreclosed in equity at any time when money is overdue under this lease; and the Lessor shall be entitled to name a receiver of said leasehold interest, to be appointed in any such foreclosure proceeding, who shall take possession of said premises and who may relet the same under the orders of the court appointing him.

**17. REMOVAL OF OTHER LIENS.** In event any lien upon Lessor's title results from any act or neglect of Lessee, and Lessee fails to remove said lien within ten days after Lessor's notice to do so, Lessor may remove the lien by paying the full amount thereof or otherwise and without any investigation or contest of the validity thereof, and Lessee shall pay Lessor upon request the amount paid out by Lessor in such behalf, including Lessor's costs, expenses and counsel fees.

**18. REMEDIES NOT EXCLUSIVE.** The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in paragraph 15 hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the Premises. The Lessor may collect and receive any rent due from Lessee, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

**19. NOTICES.** Any notice required to be given by or on behalf of either party to the other shall be in writing and given by mailing such notice by registered or certified mail, return receipt requested, or nationally recognized overnight courier service or at such other address as may be specified from time to time by such notice by either party to the other, effective the day after delivery or refusal of delivery.

**20. ESTOPPEL CERTIFICATES.** Lessee shall within ten (10) days after written notice from Lessor shall execute, acknowledge and deliver to Lessor a statement in writing in form provided by Lessor, including such additional information, confirmation and/or statements as may be reasonably requested by the Lessor. If Lessee shall fail to execute or deliver the Estoppel Certificate within such ten (10) day period, Lessor may execute an Estoppel Certificate stating that (i) the Lease is in full force and effect without modification, (ii) there are no uncured defaults in the Lessee's performance, and (iii) not more than one month's rent has been paid in advance. Prospective purchasers and encumbrances may rely upon the provided Estoppel Certificate and if executed by Lessor, Lessee shall have no rights to deny the facts contained in said Estoppel Certificate.

**21. LESSEE'S INSURANCE.** Lessee shall keep in force, at Lessee's sole cost and expense, so long as this lease remains in effect, public liability and property damage insurance in companies authorized to do business in Illinois and Cook County with respect to the leased Premises, insuring both Lessor, Lessor's mortgagee, beneficiaries (if applicable) and their respective agents and Lessee as their interest may appear (Lessor to be named an Additional Insured Party in said policy), with a combined single limit coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence on account of bodily injuries and/or death and property damage. Such insurance shall be primary relative to any other valid and collectible insurance. Such policy also require the Lessor to be notified in writing by the insurer at least thirty (30) days prior to the cancellation or reduction in the amount of such insurance. Lessee shall furnish the Lessor with an original certificate or certificates (and with renewal certificates) from the insurer or insurers evidencing such insurance coverage to be in effect. Should Lessee fail at any time to provide this coverage and evidence thereof, Lessor may cause a policy with such dollar limits to be issued by a reputable insurance company for and on behalf of Lessee, and Lessee shall promptly reimburse Lessor on demand for the full cost thereof. In addition, in the event Lessee sells alcohol, Lessee shall maintain Dram Shop Insurance in an amount subject to Lessor's reasonable approval, naming the Lessor as an additional insured.

**22. Common Areas and Real Estate Taxes.** Lessor shall make available from time to time such areas and facilities of common benefit to the tenants and occupants of the Shopping Center (hereinafter sometimes called "Common Areas") as Lessor shall deem appropriate. Common Areas shall include all sewer lines, water mains, mechanical equipment, pipes, ducts, conduit, wires and all other facilities

furnished, made available or maintained by Lessor or others in or near the Shopping Center for the common and joint use and benefit of Lessor, the Shopping Center, the Lessee and other lessees and owners of other property within the Shopping Center, their customers and invitees, including, but not limited to, package pickup stations, stairways, pedestrian sidewalks, parking areas, landscaped areas, retaining walls, retention and detention ponds, perimeter walls and fences, lighting facilities, bus stops, driveways and roads within the Shopping Center and other improvements. The Common Areas shall be subject to the exclusive control and management of Lessor. Lessor shall operate, manage, equip, light, insure, repair and maintain the Common Areas and facilities for their intended purposes in such manner as Lessor shall in its sole discretion determine, and may from time to time change the size, location, configuration, nature and use of any Common Areas and facility and may make installations therein and move and remove such installations. Lessor shall have the right to close the Common Areas or any part thereof on such non-business days or during such non-business hours as Lessor determines, in its sole discretion. Lessee hereby acknowledges, consents and agrees that any and all services, facilities and access by the public to the Leased Premises or to the Shopping Center may be suspended in whole or in part during such days as may be declared by local, state or federal authorities as days of observance, or during any periods of actual or threatened civil commotion, insurrection or circumstances beyond Lessor's control when Lessor, in Lessor's reasonable judgment shall deem the suspension of such services, facilities and access necessary for the protection or preservation of persons or property, or any one or more of the foregoing.

**Use of Common Areas.** Lessee and its permitted concessionaires, officers, employees, agents, customers and invitees shall have the nonexclusive license, in common with Lessor and all others to whom Lessor has or may hereafter grant rights, to use the Common Areas as designated from time to time by Lessor, subject to such reasonable regulations as Lessor may from time to time impose, including the designation of specific areas in which vehicles owned by Lessee, its permitted concessionaires, officers, employees and agents must be parked. Lessee agrees to abide by such regulations and to use its best efforts to cause its permitted concessionaires, officers, employees, agents, customers and invitees to conform thereto. Lessor may at any time close temporarily any part of the Common Areas to make repairs or changes, to prevent the acquisition of public rights in such area or to discourage non-customer parking, and may do such other acts in and to the Common Areas as in its judgment may be desirable to improve the convenience thereof. Lessee shall not, at any time, interfere with the rights of Lessor and other tenants, and their permitted concessionaires, officers, employees, agents, customers and invitees, to use any part of the parking areas and other part of the Common Areas.

**Charge for Common Areas and Facilities.** Lessee shall, as Additional Rent, pay to Lessor in the manner provided in this Section 22, Lessee's Proportion of all Common Areas Maintenance Cost and Taxes as are herein defined:

A. The term "Common Area Maintenance Cost" when used herein shall mean all costs and expenses of every kind and nature paid or incurred by Lessor during the Lease Term (including appropriate reserves) in operating, owning, managing, equipping, policing and protecting (if and to the extent provided by Lessor), servicing, lighting, repairing, replacing and maintaining the Common Areas and all components thereof and all other improvements located within the Shopping Center (excluding premises leased or to be leased to tenants of the Shopping Center, but including building systems that benefit all such tenants). Such costs and expenses shall include, but not be limited to, all costs incurred in maintaining, repairing and replacing all improvements located within the Shopping Center as shall be required in Lessor's judgment to provide a competitive first class shopping area; all costs and expenses of security and fire protections; on-site and off-site vehicle and pedestrian traffic direction and control (including operation, maintenance and repair of any elevators, escalators and stairs); all costs and expenses of cleaning and removing of rubbish, dirt, debris, snow and ice; all costs and expenses of planting,

replanting and replacing flowers and landscaping; water and sewerage charges; premiums for fire and extended coverage, malicious mischief and vandalism, sprinkler leakage, rent loss and such other forms of casualty insurance and public liability insurance covering all improvements within the Shopping Center (including, but not limited to, the Common Areas), workmen's compensation and employer's liability, and any other casualty or risk insurance procured by Lessor in connection with the Shopping Center, in such form, amounts and companies as Lessor shall elect to carry; wages, unemployment taxes, social security taxes, special assessments, transportation or environmental protection tax or levy or similar tax or levy, personal property taxes attributed to the operation of the Shopping Center; fees for audits, required licenses and permits; all costs and expenses for supplies; expenses incurred by Lessor in the testing of sprinkler systems located in the Shopping Center; all charges for utility services for the Common Areas, including all costs and expenses of maintaining lighting fixtures (including the cost of light bulbs and electric current); maintenance of all services not maintained by the serving utility company; all costs and expenses of any bus or livery service to the Shopping Center which Lessor determines to provide; all costs, expenses, surcharges or other impositions or assessments incurred by Lessor in connection with environmental protection legislation or regulation or assessed against or imposed on the Shopping Center or any part thereof with regard thereto; operating and maintaining Shopping Center signs on or off the Shopping Center; depreciation, interest, and all other costs resulting from improvements or additions imposed and required by regulatory agencies; reasonable depreciation of equipment, machinery and facilities, rents paid for the leasing of equipment and finance charges paid for the purchase of equipment, machinery and facilities, used in the operation of the Common Areas and administrative costs at the rate of fifteen (15%) percent of the total costs of operating and maintaining the Common Areas (except the appropriate reserves), and such other costs as Lessor may reasonably determine are required for the proper maintenance of the common Areas, but there shall be excluded costs of equipment properly chargeable to capital.

B. The term "Taxes" when used herein shall mean any form of tax, general or special assessment, ordinary or extraordinary, foreseen or unforeseen, any license fee, business tax, rental tax, excise tax, gross receipts tax, so-called value added tax, water and sewer rents or levy or charge of any kind whatsoever (collectively called "Impositions") imposed during the Term by any governmental entity of any kind whatsoever having the direct or indirect power to tax the Shopping Center or any interest of Lessor in the Shopping Center, the right to rent or other income there from or the business of leasing within the Shopping Center. The Imposition may be: existing; substituted for or added to an existing Imposition or a new Imposition; measured by the value or square footage of real property or some other method; or imposed as a charge for governmental services such as, but not limited to, fire or police protection, street or sidewalk maintenance or refuse removal. Taxes shall include any costs incurred by Lessor, including fees or attorneys, accountants and appraisers incurred in contesting any real property taxes and in negotiating any reduction thereof with any public authority. Taxes shall not in any event include Lessor's federal or state income, franchise, inheritance or estate taxes. Taxes for the first and last Lease Years shall be prorated as of the beginning and end of the Lease Term.

**Payment of Common Area Maintenance Cost.** Commencing on the Rent Commencement Date, the annual charges for Common Area Maintenance Cost and Taxes shall be paid in monthly installments on the first day of each calendar month in advance in an amount estimated by Lessor. After the end of such fiscal year Lessor uses for such purpose, Lessor shall furnish Lessee a statement in reasonable detail of the actual Common Area Maintenance Cost paid or incurred by Lessor during such period, and thereupon there shall be an adjustment between Lessor and Lessee with payment to or repayment by Lessor, as the case may require, to the end that Lessor shall receive the precise amount of Lessee's Proportion of said costs for such period and no more.

**23. MISCELLANEOUS.** (a) Provisions typed on this lease and all riders attached to this lease and signed by Lessor and Lessee are hereby made a part of this lease.

(b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part.

(c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

(d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

(e) The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. If there is more than one Lessee the warrant of attorney in paragraph 15 is given jointly and severally and shall authorize the entry of appearance of, and waiver of issuance of process and trial by jury by, and confession of judgment against any one or more of such Lessees, and shall authorize the performance of every other act in the name of and on behalf of any one or more of such Lessees.

(f) Lessee represents and warrants to Lessor that neither it nor its officers or agents nor anyone acting on its behalf has dealt with any real estate broker, in the negotiating or making of this Lease and Lessee agrees to indemnify and hold Lessor, its agents, employees, partners, directors, shareholders and independent contractors harmless from all liabilities, costs, demands, judgments, settlements, claims, and losses, including reasonable attorneys' fees and costs, incurred by Lessor in conjunction with any such claim or claims of any other broker or brokers claiming to have interested Lessee in the Building or the Premises or claiming to have caused Lessee to enter into this Lease.

(g) Lessor and Lessee hereby knowingly, voluntarily and intentionally waive the right to a trial by jury in respect of any litigation based hereon, arising out of, under or in connection with the lease or any documents contemplated to be executed in connection herewith or any course of conduct, course or dealings, statements (whether oral or written) or actions of either party arising out of or related in any manner with the Premises.

**24. SEVERABILITY.** If any clause, phrase, provision or portion of this lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

**25. TIME OF THE ESSENCE.** Time is of the essence of this Lease and each and every provision of this Lease.

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Please print or type name(s) below signature(s).

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

LESSEE: Herrera Group, Inc.

LESSOR: MMAJ, LLC

Jesus Sepulveda (SEAL)  
Jesus A. Sepulveda, President

Manny Rafidia (SEAL)  
Manny Rafidia, Managing Member

6/25/25

Jesus Sepulveda Jr. (SEAL)  
Jesus Sepulveda Jr./Secretary

PERSONAL GUARANTEE

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025 in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Personal Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

Jesus Sepulveda (SEAL)  
Jesus A. Sepulveda

Jesus Sepulveda Jr. (SEAL)  
Jesus Sepulveda Jr.

Home Address:



Home Address:



Cell Number:



Cell Number:



Social Security No:



Social Security No:



Driver's License No:



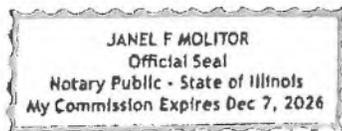
Driver's License No:



State of Illinois, County of Cook ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of June 2025, by Jesus A. Sepulveda and Jesus Sepulveda Jr.



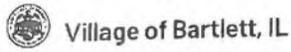
Janel F. Molitor  
Notary Public

My Commission Expires on 12/7/2026

EXHIBIT "A"  
LIST OF EQUIPMENT

- 3 - Fryers
- 2 - Prep Coolers
- 1 - Ice Machine
- 1 - Grill
- 1 - Microwave
- 5 - Coolers
- 1 - Flat Burner
- 1 - Double Door Freezer
- 5 - Prep Tables
- 1 - Walk-In Cooler
- 1 - Walk-In Freezer
- 1 - Refrigerated Chef Base
- 1 - Six-Burner Stove

July 8, 2025



**LM-50**  
Liquor Manager  
Application  
Status: Active  
Submitted On: 7/3/2025

**Primary Location**

No location

**Owner**

No owner information

**Applicant**

 Jesus Sepulveda



**Statement of Liquor Manager**

**Name of Business\* ?**

El Ancla Mariscos

**Business Address:\***

391 Bartlett Plaza Bartlett, IL 60103

**Business Telephone Number\***

630.398.9026

**Liquor Manager Name\***

Jesus Sepulveda

**Home Address\***



**Previous address ?**

**Home Telephone Number\* ?**



**Date of birth\***



**Place of birth\***

Mexico

**Social Security Number\***



**Drivers License Number\***



**State issued by**

IL

**Have you been fingerprinted by the Bartlett Police Department for the purpose of this application?\*** ?

Yes

**Date fingerprinted?\***

05/26/2025

Have you ever been convicted of a felony under any Federal or State law in the last 10 years?\*

No

Have you been convicted of being the keeper of a house of ill fame, or of pandering or other Crimes or misdemeanors opposed to decency and morality?\*

No

Have you ever been convicted of a violation of any Federal, State or Local Liquor law?\*

No

Have you ever permitted an Appearance Bond Forfeiture for any of the violations mentioned in the questions above?\*

No

Has any license previously issued to you by Federal, State or Local authorities been revoked?\*

No

In what capacity are you employed by the applicant?\*

I am the owner

Give name of person who appointed you in your present capacity\*

Myself

Date of appointment

06/01/2025

List employer(s) for past five year, including business name, address, manager's name, and position.\*

**Business Name:** Division Street Tap

**Locations:** 1419 N 15th Melrose Park, IL 60162

**Manager's Name:** Self (Owner/Operator)

**Position:** Owner - Responsible for all aspects of business operations including management, staffing, financial oversight, and liquor license compliance.

**Employment Dates:** Januray 2020 - January 2022 ( Sold Business)

**Business Name:** Ancla Mariscos

**Locations:**

1. 1536 N Mannheim Road, Stone Park, IL 60165

2. 533 W Lake St., Addison, IL 60101

**Manager's Name:** Self (Owner/Operator)

**Position:** Owner - Responsible for all aspects of business operations including management, staffing, financial oversight, and liquor license compliance.

**Employment Dates:** Januray 2021 - Current

List all prior experience and education that you have in managing the sale of alcoholic liquor and/or in conducting any business which is similar in nature to the business which you will be engaged in pursuant to the application\*

Over the past five years, I have owned and operated several family-owned restaurant businesses. As part of managing these establishments, I was directly involved in overseeing alcohol sales, ensuring compliance with state and local liquor laws, training staff on responsible service, and maintaining required licenses. This hands-on experience has given me a solid understanding of alcohol regulations and best practices in a hospitality environment.

How many hours per week will you be physically present at the premises to be licensed?\*

50

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## AFFIDAVIT

Petitioner swears (or affirms) that he/she will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the Laws of the State of Illinois or the Laws of the State of Illinois or the Laws of the United States of America, in the conduct of the place of business described herein. The undersigned further swears (of affirms) that he/she shall conduct the business in a manner consistent with all representations made on this application and consistent with any representations made before the Local Liquor Commissioner.

By checking this box I agree to the above without reservation.\*

Jesus Sepulveda  
Jul 3, 2025

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## CORPORATION INVESTIGATION AUTHORIZATION/RELEASE

I hereby authorize the Chief of Police of the Village of Bartlett, or his designee, to conduct a background investigation, including the authorization to receive reports from other law enforcement agencies necessary to verify the information included in this application and to verify compliance of applicable Federal, State and Local law. I hereby release the Village of Bartlett, the Bartlett Police Department, and each of their respective Directors, Officers, Elected and appointed Officials, Agents and Employees from any and all liability which may arise as a result of such background investigation.

By checking this box I agree to the above without reservation.\*

Jesus Sepulveda  
Jul 3, 2025



# Certificate Of Completion

## Responsible Vendor Training Program

This certifies the following person has completed the Illinois BASSET certification course

Name : Jesus Sepulveda

*Steven A. Dean, CEO*  
Steven A. Dean, CEO  
www.sellerserverclasses.com

Seller Server Classes provides a BASSET approved online responsible alcohol vendor training & assessment program. Having successfully completed the program a student will be provided with this course completion certificate for their own records. Your temporary Seller Server card will be valid for 30 days.

Name: Jesus Sepulveda

Date of Birth: [REDACTED]

Course Name: Seller Server Course

Date Completed: 4/29/2024

Expiration Date: 4/29/2027

Certificate Number: 155622

Provider: SellerServerClasses.com

Provider #: 5A-1134116

BASSET ID #: 182068





Est. 1892

## DEPARTMENT OF POLICE

# The Village of Bartlett



Police Department, 228 S. Main Street, Bartlett, Illinois 60103-4495  
Telephone 630.837.0846 Fax 630.837.0865

### POLICE DEPARTMENT MEMORANDUM 25-47

**DATE:** April 16, 2025  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Will Naydenoff, Acting Chief of Police *WN*  
**RE:** Liquor License Applicant

Fingerprint record checks for criminal history records have been completed on the following Liquor License Applicant:

Jesus A. Sepulveda

Business: El Ancla Mariscos (Owner)

The applicant's criminal records were checked through the Illinois State Police Bureau of Identification and Federal Bureau of Identification and were returned showing no criminal record except *HIT for retail theft* which supervision was completed, and *HIT for theft of property* which was dismissed.

There is no record that would disqualify him as an applicant under Illinois Law.

WN/kt

cc: Sam Hughes  
File



450th Nationally  
Accredited



# Agenda Item Executive Summary

AGENDA ITEM: Smoke & Irons Music Festival Class D BOARD OR COMMITTEE: Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

Attached for your consideration is a Class D application submitted on behalf of the Ignite the Courage Organization for their event on August 8 to August 9, 2025, which will be located at 620 W. Stearns Road.

Their certificate of insurance has been reviewed and approved by the village attorney.

## ATTACHMENTS (PLEASE LIST)

Staff memo dated 7/8/2025  
Class D Application

<b>RELATIONSHIP TO STRATEGIC PLAN GOAL</b>
Strategic Plan Goal: <u>Enhance Community Events</u>
Short Term (1-3 Years): Routine <input checked="" type="checkbox"/> Complex <input type="checkbox"/>
Long Term (3-5 Years): Routine <input type="checkbox"/> Complex <input type="checkbox"/>

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve the Class D Liquor License application requested by the Ignite the Courage organization to take place on August 8-9, 2025.

Staff: Samuel Hughes, Assistant to the Village Administrator Date: July 8, 2025

# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Assistant to the Village Administrator  
**Date:** 7/8/2025  
**Re:** Smoke & Irons Music Festival Class D liquor license application

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The Ignite the Courage organization has requested a Class D liquor license for their Smoke & Irons Music Festival being held on August 8<sup>th</sup>-9<sup>th</sup>, 2025. The Class D liquor license allows for the retail sale of alcohol for a special event. The event will be located at the Apple Orchard Park at 620 W. Stearns Road.

Their certificate of insurance has been reviewed and approved by the village attorney.

## Motion

I move to approve the Class D Liquor License application requested by the Ignite the Courage organization to take place on August 8-9, 2025.



Village of Bartlett, IL

July 8, 2025

### LQD-25-3

Liquor License Class D

Status: Active

Submitted On: 7/7/2025

### Primary Location

620 W STEARNS RD  
BARTLETT, IL 60103

### Owner

No owner information

### Applicant

Nick McLeod

847-845-6226

nmcleod@ignitethecourage.org

234 N. Oak Ave  
Bartlett, IL 60103

## Organization Information

Name of organization\*

Ignite the Courage

Mailing address of organization\*

234 N. Oak Ave, Bartlett, IL 60103

Organization Phone Number\*

2243854572

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

Yes

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

Start Date of Event\*

08/08/2025

Last Date of Event\*

08/09/2025

### HOURS OF OPERATION:

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

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

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

Start time of event\*

Friday, August 8th 4 pm; Saturday,  
August 9th 11 pm

End time of event\*

Friday, August 8th 11 pm; Saturday,  
August 9th 11 pm

Description of area to be utilized for the special event\*

Apple Orchard Park

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## AFFIDAVIT

The undersigned swears (or affirms) that the Corporation in whose name this application is made will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the laws of the State of Illinois or the United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief.

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

Nicholas P McLeod  
May 16, 2025

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





# Agenda Item Executive Summary

AGENDA Lumos Construction Administration  
ITEM: Agreement for Telecommunication Facilities

BOARD OR  
COMMITTEE: Board

## BUDGET IMPACT

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

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

## EXECUTIVE SUMMARY

As an objective of the strategic plan to "Continue to enhance and improve the efficiency of service delivery methods and approaches", staff have been in discussions with Lumos Fiber of Illinois (Lumos) to provide internet services to businesses and residents through a fiber-to-the-home approach. Lumos would offer internet services but not TV or phone services.

Before Lumos can begin the build-out, the Board must approve the attached three-year agreement. Preliminary meetings have focused on outreach efforts, minimizing construction disruptions, and providing residents with contact information for inquiries. Lumos will also collaborate with a third-party utility locator to perform locates for the build-out and will compensate the Village for any assistance from Public Works locators. Additionally, Lumos will go through the Right of Way permit process to ensure any utility conflicts are minimized.

## RECOMMENDATION

Staff recommends approving the construction administration agreement with Lumos Fiber of Illinois, LLC.

## ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement

## RELATIONSHIP TO STRATEGIC PLAN GOAL

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

Short Term (1-3 Years): Routine  Complex

Long Term (3-5 Years): Routine  Complex

## ACTION REQUESTED

For Discussion Only

Resolution

Ordinance

Motion: Move to approve Resolution #2025-\_\_\_\_\_, A RESOLUTION APPROVING A CONSTRUCTION ADMINISTRATION AGREEMENT FOR TELECOMMUNICATIONS FACILITIES WITH LUMOS FIBER OF ILLINOIS, LLC

Staff: Tyler Isham, Assistant Director of Public Works

Date: July 7, 2025

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Tyler Isham, Assistant Director of Public Works  
**Subject:** **Lumos Construction Administration Agreement for Telecommunication Facilities**  
**Date:** July 15, 2025

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## **BACKGROUND**

As an objective of the strategic plan goal to “Continue to enhance and improve the efficiency of service delivery methods and approaches”, staff have been in discussions with Lumos Fiber of Illinois, LLC (“Lumos”), who are interested in providing internet services to businesses and residents. Lumos would provide a “fiber-to-the home” approach that would enable streaming services and internet but would not provide a dedicated television or phone service. Lumos is working in several neighboring communities as well. Before Lumos can begin the utility build-out, the attached agreement must be approved by the Board. This initial agreement is for three years.

Staff has met preliminarily with Lumos to determine their plan for outreach, mitigating construction disturbance and restoration. Lumos will have a dedicated employee and website to discuss questions or complaints with residents and would provide the Village with information for us to share with residents should they have questions regarding the build-out or purchasing services.

Lumos has also agreed to solicit a third-party locating service (J&J) for underground utilities in the areas they are building out to ensure that Village crews can maintain the utility locating for other contractors and projects. Lumos has also agreed to compensate the Village for the time Public Works locators have to assist Lumos crews in locating. Lumos will also still go through the Right of Way permit process.

## **RECOMMENDATION**

Staff recommends approving the construction administration agreement with Lumos Fiber of Illinois, LLC.

## **MOTION**

**MOTION TO APPROVE RESOLUTION #2025-\_\_\_\_-R, A RESOLUTION APPROVING A CONSTRUCTION ADMINISTRATION AGREEMENT FOR TELECOMMUNICATIONS FACILITIES WITH LUMOS FIBER OF ILLINOIS, LLC**

RESOLUTION 2025 - \_\_\_\_\_

**A RESOLUTION APPROVING A CONSTRUCTION ADMINISTRATION AGREEMENT  
FOR TELECOMMUNICATIONS FACILITIES WITH LUMOS FIBER OF ILLINOIS, LLC**

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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 Construction Administration Agreement for Telecommunications Facilities between the Village of Bartlett and Lumos Fiber of Illinois, LLC (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:

\_\_\_\_\_  
Daniel H. Gunsteen, 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 2025 - \_\_\_\_\_ enacted on July 15, 2025, and approved on July 15, 2025, as the same appears from the official records of the Village of Bartlett.

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

## VILLAGE OF BARTLETT

### CONSTRUCTION ADMINISTRATION AGREEMENT FOR TELECOMMUNICATIONS FACILITIES

This Construction Administration Agreement (“*Agreement*”) is hereby entered into this 15<sup>th</sup> day of July, 2025, by and between the Village of Bartlett, an Illinois home rule municipal corporation (the “*Authority*” or “*Village*”) and Lumos Fiber of Illinois, LLC, an Illinois limited liability company (the “*Facility Owner*”). The Authority and Facility Owner may be referred to herein singularly as a “Party” and collectively as the “Parties.”

**WHEREAS**, the Village of Bartlett is an Illinois home rule municipal corporation operating under power and authority granted by the laws and Constitution of the State of Illinois; and

**WHEREAS**, the Village is a highway authority with respect to such rights-of-way located within the boundaries of the Village and not otherwise operated and maintained by a county or the State of Illinois; and

**WHEREAS**, the Authority has heretofore adopted Title 7, Chapter 6 of the Bartlett Municipal Code, entitled, “Construction of Utility Facilities in the Rights of Way,” (hereafter referred to as the “*Regulations*”); and

**WHEREAS**, the Regulations provide for telecommunications retailers that desire to construct utility facilities in the right-of-way to provide, as a condition of being awarded each permit, proof of insurance and a security fund; and

**WHEREAS**, the Regulations provide that the Authority, in its discretion and as limited by law, may require utilities to enter into a franchise, license or similar agreement for the privilege of locating their facilities within the Authority rights-of-way and, in such an agreement, the Authority may provide for terms and conditions inconsistent with the Regulations; and

**WHEREAS**, Facility Owner operates and is registered with the Illinois Department of Revenue as a Telecommunications Retailer under the Telecommunications Infrastructure Maintenance Fee Act (TIMFA) (35 ILCS 635/10 and following); and

**WHEREAS**, the Facility Owner intends and desires to engage in a widescale construction project for the purpose of installing telecommunication facilities within the Authority rights-of-way (the “*Project*”); and

**WHEREAS**, the Authority and the Facility Owner desire to facilitate the mutually convenient and efficient administration of the Project to minimize the cost to the Facility Owner and the inconvenience to the public; and

**WHEREAS**, the Authority and Facility Owner desire for this Agreement to supersede the Regulations to the extent of any conflict.

**NOW, THEREFORE, IN CONSIDERATION OF** the foregoing recitals, the mutual covenants and obligations herein described, and other good and valuable consideration, the Authority and Facility Owner hereby agree as follows:

1. Recitals. The Parties hereby confirm the validity of the representations and recitals set forth in the foregoing recitals. The Parties acknowledge that said recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement, as though they were fully set forth in this Section 1 and that they shall continue for as long as this Agreement is in full force and effect.

2. Police Powers. Nothing in this Agreement shall be construed as an abrogation by the Authority of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary by the Authority for the health, safety, and welfare of the public, and the Facility Owner shall comply with all generally applicable laws, codes and ordinances enacted by the Authority pursuant to such police power.

3. Term of Agreement; Renewal.

- a. The term of the Agreement granted hereunder shall be three (3) years unless the Agreement is renewed or is lawfully terminated in accordance with the terms of this Agreement and/or applicable law.
- b. The term of this Agreement shall automatically renew for additional three (3) year terms unless either Party delivers notice of intent not to renew no later than ninety (90) days prior to the expiration of the then current term.

4. Reservation of Authority. Nothing in this Agreement shall (A) abrogate the right of the Authority to authorize the use of rights-of-way for public purposes or to perform any public works or public improvements of any description, (B) except as explicitly described herein, be construed as a waiver of any laws, codes or ordinances of general applicability promulgated or enforceable by the Authority, or (C) be construed as a waiver or release of the rights of the Authority in and to the rights-of-way.

5. Construction Standards. Except as otherwise provided in this Agreement, Facility Owner shall comply with all the requirements established in the Regulations.

6. Modified Application Requirements.

- a. Insurance. For the term of this Agreement, the Facility Owner shall be deemed to satisfy the requirements described in §7-6-8 of the Regulations if the Facility Owner annually files evidence with the Authority that the Facility Owner, at its own cost and expense, maintains insurance coverages which comply with §7-6-8 of the Regulations. Provided the Facility Owner annually files such evidence of insurance, the Facility Owner shall not be required to include proof of insurance with each permit application.

- b. Security. For the term of this Agreement, the Facility Owner shall be deemed to satisfy the requirements described in §7-6-10 of the Regulations if the Facility Owner deposits with the Authority a surety bond in an amount of \$50,000, to satisfy the requirements described in §7-6-10(C) of the Regulations. In the event the Authority withdraws from the Security Fund in the manner described in §7-6-10(D), the Facility Owner shall not be compliance with this section unless the Facility Owner restores the full value of the Security Fund within fourteen (14) days from receipt of notice from the Authority of the amount withdrawn from the Security Fund and the reasons therefor. Provided the Facility Owner maintains the Security Fund in compliance with this section, the Facility Owner shall not be required to deposit a separate security fund with each permit application. The Security Fund shall not be closed and returned to the Facility Owner until the expiration or earlier termination of this Agreement, provided however, after the completion of initial construction, the Village, in its sole discretion, may reduce the amount of the surety bond to \$20,000 to satisfy the requirements described in §7-6-10(C) of the Regulations.
- c. Project Plans. For the term of this Agreement, the Facility Owner shall be deemed to satisfy the requirements described in §7-6-4(C)(4) of the Regulations if the Facility Owner annually files with the Authority, on or before the date of the construction administration meeting described in Section 7 of this Agreement, a general description of all proposed work the Facility Owner intends to perform during the next twelve (12) months and the purposes and intent of the facility and the uses to which the facility will be put (the "Project Plans"). The scope and detail of such Project Plans shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed, especially including, but not limited to, any adjacent residential uses. The Project Plans must also be drawn to a scale that is legible enough for the Authority to determine if there are any conflicts with other utilities. Where the Facility Owner intends to construct or where the Project Plans clearly require, additional aboveground facilities in the rights-of-way, the Project Plans shall include a proposed facilities plan showing the type and location of facilities intended or required. Provided the Facility Owner annually files the aforementioned Project Plans in compliance with this section, the Facility Owner shall not be required to deposit separate plans with each permit application.

7. Facility Owner Obligations: In consideration for the benefits granted the Facility Owner under this Agreement, the Facility Owner agrees to the following:

- a. Construction Administration Meeting. The Facility Owner agrees to meet with the Authority's designated representatives annually, on or before November 15 each year, to (i) review the Facility Owner's Project Plans for the succeeding year, (ii) coordinate and schedule the Parties' respective construction projects for the succeeding year to avoid conflicts and increase opportunities for concurrent work in the rights-of-way, and (iii) agree upon changes to the Facility Owner's Project Plans ensure compliance with the Regulation and minimize the degree of incompatibility between the Facility Owner's facilities and Authority-owned

facilities or adjacent land uses. If the Facility Owner desires to modify its Project Plans in any manner the Parties have not jointly memorialized following the Construction Administrative Meeting, the Facility Owner may not modify such Project Plans without advance written approval from the Authority.

- b. Permits by Section. The Facility Owner agrees to provide the Authority with a map showing the division of the Village's boundaries into sections. The Authority will permit the Project on a section-by-section basis. The Authority reserves the right to only permit one section to be under construction at a time to limit disruptions to the Village and its residents.
- c. As-Built Plans. Upon completion of any portion of the Project, the Facility Owner will provide the Village with As-Built Plans showing the facilities in an electronic format acceptable to the Village.
- d. JULIE Locating. Facility Owner must engage J&J Underground Utilities, LLC ("J&J") and pay all fees, charges and costs for JULIE locates on the Village's behalf in accordance with the Facility Owner Locate Letter Agreement, which is attached hereto as Exhibit A and incorporated by this reference. If the Village determines, in its sole discretion, that additional JULIE locates are necessary for the Facility Owner's Project, or that Village staff assistance is required for locates being conducted by J&J, the Village may conduct such additional JULIE locates or provide Village Staff assistance to J&J at Facility Owner's cost. The Facility Owner agrees to pay for any additional locate costs incurred by the Village for the Facility Owner's Project at a rate of \$47.50 per hour.
- e. Reimbursement of Fees. The Facility Owner agrees to reimburse the Village for all actual and reasonable fees and costs incurred by the Village in reviewing the Facility Owner's applications and submittal documents, including, but not limited to, design documents and for field observation fees, in accordance with Section 7-6-4(F) of the Regulations.

8. Notice of Violation or Default. In the event the Authority believes that the Facility Owner has not complied with the terms of the Agreement, it shall notify the Facility Owner in writing with specific details regarding the nature of the alleged noncompliance or violation.

9. Facility Owner's Right to Cure. The Facility Owner shall have thirty (30) days from the receipt of the Authority's written notice of violation to cure such noncompliance; or in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Authority of the steps being taken and the projected date that the cure will be completed and request additional time from the Authority to complete the cure.

10. Enforcement. In the event the Facility Owner fails to cure a violation within the applicable cure period, the Facility Owner shall be deemed in default of this Agreement. If the Facility Owner is in default of any provision of the Agreement, the Authority may:

- a. suspend any additional work by the Facility Owner; and

- b. seek specific performance of any provision that reasonably lends itself to such remedy, or seek other relief available in equity including declaratory or injunctive relief; or
- c. in the case of either a frequently recurring default or a substantial default of a material provision of the Agreement, declare the Agreement to be revoked, terminated and no further force and effect.

11. Remedies Not Exclusive. In addition to the remedies set forth in Section 10, the Facility Owner acknowledges the Authority's ability to enforce the requirements and standards, and the penalties for non-compliance with such standards consistent with the Regulations and any other generally applicable provision of the Bartlett Municipal Code. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Authority to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Facility Owner. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Authority.

12. Force Majeure. The Facility Owner shall not be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including suspension, termination, cancellation or revocation of the Agreement), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, hurricane, tornado or other catastrophic act of nature, labor disputes (not involving the Facility Owner's employees), governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Facility Owner's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Facility Owner's equipment is attached.

13. Notice. All notices, consents, approvals, requests, and other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given and served upon the other Party by (a) hand delivery, (b) first class mail, registered or certified, return receipt requested, postage prepaid, or (c) reputable overnight courier service and addressed as follows:

To the Authority:

Village of Bartlett  
1150 Bittersweet Drive  
Bartlett, IL 60103  
ATTN: Dan Dinges, Public Works Director

To the Facility Owner:

Lumos Fiber of Illinois, LLC  
Attn: SVP OSP Engineering & Construction  
4100 Mendenhall Oaks Parkway, Suite 300

High Point, NC 27265  
Email: josh.many@lumosfiber.com

With Copies to:

Lumos Fiber of Illinois, LLC  
Attn: General Counsel  
4100 Mendenhall Oaks Parkway, Suite 300 High Point, NC 27265  
Email: legal@lumosfiber.com

24-Hour Emergency Contact:

Lumos NOC:  
nocteam@lumosfiber.com  
336-886-3630

Either Party may change its address and addressee for notice by notice to the other Party under this Section. Notice by hand delivery and notice by overnight courier service shall be deemed received when delivered and notice by mail shall be deemed delivered three days after placing in the United States Mail.

14. Good Standing; Taxes. Notwithstanding anything in the Regulations, Facility Owner shall not be required to pay any additional fees or compensation to the Village under this Agreement including for site specific permits, application, inspection, and review fees, so long as 1) Facilities Owner maintains its status as a Telecommunications Retailer under the Telecommunications Infrastructure Maintenance Fee Act (TIMFA) (35 ILCS 635/) and 2) timely pays any taxes imposed by the Simplified Municipal Telecommunications Tax Act (SMTT) (35 ILCS 636/5); and 3) timely pays any other taxes or fees imposed by the Village.

15. Assignment. Except to an entity controlling, controlled by, or under common control with of the Facility Owner [and which executes an Assignment & Assumption Agreement mutually agreeable to the Parties], Facility Owner shall not assign any rights or obligation contained in this Agreement or the Agreement itself without the prior written consent of the Village. Notwithstanding anything in this Agreement to the contrary, without notice to or receipt of the Village's consent and without any obligation to pay the Village any fee or charge in connection therewith, Facility Owner has the right to assign this Agreement to: (i) any entity as a result of or in connection with: (i) a public offering of stock; (ii) an entity resulting from or in connection with a private offering or transfer of stock in connection with a merger, sale, consolidation or joint venture; (iii) a transfer to an affiliate or subsidiary of Facility Owner or any entity controlling, controlled by or under common control with Facility Owner; and (iv) the purchaser of substantially all of Facility Owner's assets.

16. Entire Agreement. This Agreement embodies the entire understanding and agreement of the Authority and the Facility Owner with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and communications, whether written or oral, and there are no representations or agreements among the Parties except as specifically set forth in this Agreement. All ordinances or parts of ordinances

related to the construction of telecommunications facilities that are in explicit conflict with or otherwise impose obligations different from the provisions of this Agreement are superseded by this Agreement.

17. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority with jurisdiction over the Parties, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. In the event any provision hereof is nonetheless found by a final, non-appealable judicial order to be invalid or unenforceable in the manner in which it is applied or implemented by the Parties hereto, the Parties agree that the change in interpretation and performance of this Agreement shall be solely prospective from the effective date of the order and shall not give rise to any retroactive claims for a Party's actions in reliance on this Agreement preceding the date of such order unless such order clearly addresses the retroactive and prospective application of such order. If any material provision of this Agreement is found to be unenforceable in a final judicial or administrative proceeding, either Party may notify the other in writing that the Agreement has been materially altered by the finding of unenforceability and elect to terminate the Agreement.

18. Governing Law. This Agreement shall be deemed to be executed in the State of Illinois and shall be governed by the laws of the State of Illinois, without regard to conflict of laws, except where superseded by Federal law.

19. Venue. Except as to any matter within the exclusive jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Cook County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

20. Modification. No provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Authority and the Facility Owner, which amendment shall be authorized on behalf of the Authority through the approval by the Corporate Authorities of the Village, as required by applicable law.

21. No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public not a signatory to this Agreement to enforce the terms of this Agreement.

22. Village's Contract Rights; Exercise of Home Rule Authority. The Parties hereby acknowledge and agree that the Village's execution and enforcement of this Agreement, and the grant of such benefits given to the Facility Owner in consideration for the same, are an exercise of the Village's home rule authority to enter into contracts having a bearing on the local government and affairs of the Village to the extent granted or permitted by Article VII, Section 6 of the Illinois Constitution.

23. No Disqualifications

- a. Patriot Act. The Facility Owner represents and warrants that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.
- b. Debarment. The Facility Owner hereby certifies that it is not barred from entering into this Agreement as a result of a violation of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that the Facility Owner has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement.

**AUTHORITY:**

Village of Bartlett

**FACILITY OWNER:**

Lumos Fiber of Illinois, LLC

\_\_\_\_\_  
By:  
Village President

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

ATTEST:

\_\_\_\_\_  
By:  
Village Clerk

July 15, 2025

Village of Bartlett  
Attn. Daniel Dinges, Public Works Director  
1150 Bittersweet Drive  
Bartlett, IL 60103

**RE: Lumos Fiber of Illinois, LLC Locate Letter Agreement with the Village of Bartlett**

Dear Mr. Dinges:

Lumos Fiber of Illinois, LLC (“Lumos”) constructs and operates fiber-to-the-premises networks (each a “FTTP Network”) to provide state-of-the-art all fiber communications and broadband services to residential and business consumers. To facilitate such construction, the Village of Bartlett (“Village”) will be required to locate certain of its underground utility facilities. Village wishes for the Lumos to perform such locating work on the Village’s behalf. Lumos is willing to accommodate Village’s request in accordance with the terms and conditions stated below. With the intent to be bound, Lumos and the Village agree as follows:

- (1) **Engagement of Contractor.** Prior to construction, Lumos will retain J&J, a third-party contractor (“Contractor”), to locate and mark Village owned underground utility facilities.
- (2) **Locate Tickets.** Lumos will submit locate tickets for underground construction in conformity with applicable law. Lumos and Village agree that Lumos shall manage the work of the Contractor and is responsible for all fees and/or charges from Contractor to locate and mark Village owned underground utility facilities.
- (3) **Term.** The term of this Agreement will commence on the Effective Date and will continue for the same term as the Construction Administration Agreement between Lumos and the Village (“Term”).
- (4) **Limitation of Liability.** NEITHER PARTY SHALL HAVE ANY RESPONSIBILITY, LIABILITY OR OBLIGATION TO THE OTHER OR THE OTHER’S AFFILIATES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR PERMITTED ASSIGNS FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, COST OF REPLACEMENT SERVICES, LOSS OF CUSTOMERS OR AGENTS, LOSS OF USE, OR PENALTIES IMPOSED BY

OTHERS, REGARDLESS OF ANY ACT OF OMISSION OR COMMISSION IN CONNECTION WITH OR UNDER THIS AGREEMENT.

(5) **No Joint Venture.** This Agreement is not intended to create nor will it be construed to create any partnership, joint venture, or employment relations between the Village and Lumos, and neither party will liable for the payment or performance of any debt, obligation, or liabilities of the other party, except as expressly stated herein.

(6) **Applicable Law.** In the event of any matter or dispute arising out of or related to this Agreement, it is agreed between the parties that the law of the State of Illinois will be given the interpretation, validity and effect of this Agreement without regard to the place of execution or place of performance thereof, or any conflicts of law provisions.

Please indicate the Village's acceptance of and agreement to the above terms by signing the below.

Accepted and agreed to as of the date of the last signatory ("Effective Date").

**Lumos Fiber of Illinois, LLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Village of Bartlett**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Agenda Item Executive Summary

AGENDA Resolution Authorizing Participation in  
Section 319 Grant Funding for Country Creek  
ITEM: Streambank Stabilization

BOARD OR  
COMMITTEE: Board

## BUDGET IMPACT

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

Fund: General (Stormwater) Corresponding Activity Measure:

## EXECUTIVE SUMMARY

HLR, the Village's consultant for the planning and design engineering for the Country Creek Streambank Stabilization, and staff have been working on the design of the streambank stabilization and coordinating with staff and other agencies, like DuPage County, to see what potential grant funding or partnerships are available. The project team identified a grant opportunity through the IEPA Clean Water Act, Section 319(h) Nonpoint Source Pollution Control Financial Assistance Program. This grant is offered to agencies undertaking waterway protection and water quality improvement projects, including streambank stabilization projects. This competitive financial assistance program will pay up to 60% of the total project costs incurred after award of the grant. One of the requirements of the grant application includes agency commitment to follow the program requirements by providing an agency participation resolution.

## RECOMMENDATION

Staff recommends approval of the attached resolution, which outlines the Village responsibilities for applying and accepting 319(h) grant funds through the Illinois Environmental Protection Agency.

## ATTACHMENTS (PLEASE LIST)

Memo, Resolution

## RELATIONSHIP TO STRATEGIC PLAN GOAL

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

Short Term (1-3 Years): Routine  Complex

Long Term (3-5 Years): Routine  Complex

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve RESOLUTION #2025-\_\_\_\_-R, A RESOLUTION AUTHORIZING PARTICIPATION IN CLEAN WATER ACT SECTION 319(h) GRANT FUNDING FOR WATER QUALITY IMPROVEMENT OF THE WEST BRANCH TRIBUTARY NO. 2

Staff: Tyler Isham, Assistant Director of Public Works

Date: July 7, 2025

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Tyler Isham, Assistant Director of Public Works  
**Subject:** **Resolution Authorizing Participation in Section 319 Grant Funding for Country Creek Streambank Stabilization**  
**Date:** July 7, 2025

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## **Background**

At the October 15, 2024, Board Meeting, the Village Board approved a professional services agreement with consultant Hampton, Lenzini, and Renwick, Inc. (HLR) for planning and design engineering for the Country Creek streambank stabilization project. The project is identified in the Village's Capital Improvement Plan (CIP) for construction in the upcoming fiscal years. The project limits span from the West Country Drive to Francine Drive. This segment of the West Branch Tributary No. 2 has significant erosion; stabilization is necessary to reduce sediment caused by erosion of the streambanks, and to provide native habitat with a vegetated buffer to the creek, which will improve water quality throughout the Upper West Branch DuPage River watershed.

## **Discussion**

As part of planning for this project, staff identified a grant opportunity through the IEPA Clean Water Act, Section 319(h) Nonpoint Source Pollution Control Financial Assistance Program. This grant is offered to agencies undertaking waterway protection and water quality improvement projects, including streambank stabilization projects. This competitive financial assistance program will pay up to 60% of the total project costs incurred after award of the grant. One of the requirements of the grant application includes agency commitment to follow the program requirements by providing an agency participation resolution. These requirements include agreeing to administer the program, reporting the costs of the project, and receiving reimbursements from IEPA.

The CIP includes funding to cover 40% of the anticipated project construction costs in each of the two years. This assumes the Village is successful in receiving the grant funds through this application process; if the Village does not receive the grant funding, staff plans to reapply for the program in the following year.

## **Recommendation**

Staff recommends approval of the attached resolution, which outlines the Village responsibilities for applying and accepting 319(h) grant funds through the Illinois Environmental Protection Agency.

**MOTION**

**MOTION TO APPROVE RESOLUTION #2025-\_\_\_\_-R, A RESOLUTION AUTHORIZING  
PARTICIPATION IN CLEAN WATER ACT  
SECTION 319(h) GRANT FUNDING FOR WATER QUALITY IMPROVEMENT  
OF THE WEST BRANCH TRIBUTARY NO. 2**

**RESOLUTION 2025 - \_\_\_ - R**

**A RESOLUTION AUTHORIZING PARTICIPATION IN CLEAN WATER ACT  
SECTION 319(h) GRANT FUNDING FOR WATER QUALITY IMPROVEMENT  
OF THE WEST BRANCH TRIBUTARY NO. 2**

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**WHEREAS**, the Village of Bartlett (the Village) is committed to completing a water quality improvement and stabilization project for the Country Creek Streambank Stabilization in the Village of Bartlett, DuPage County, Illinois; and

**WHEREAS**, this stream site, West Branch Tributary No. 2 of the DuPage River within the Village of Bartlett, and is located in the watershed defined by the eight-digit Hydrologic Unit Code (HUC) 07120004; and

**WHEREAS**, the Village has undertaken a comprehensive effort to understand the water resources in DuPage County, to educate residents about water quality issues, and to take proactive steps to improve and protect water resources in DuPage County; and

**WHEREAS**, the Village is eligible to receive grant funds through the Clean Water Act Section 319(h) funding program; and

**WHEREAS**, the Village will be the lead agency and the named applicant and will be responsible for project oversight; and

**WHEREAS**, the application is prepared to be submitted to Illinois Environmental Protection Agency (IEPA) for the 2025/2026 Grant Cycle;

**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:** That the Village will be the applicant for the Clean Water Act Section 319 (h) financial assistance for the "Country Creek Streambank Stabilization Project."

**SECTION TWO:** That the Village will oversee and coordinate the various contracts and activities related to the project.

**SECTION THREE:** That the Village will receive invoices for the work performed on the project, review them in light of the completed work, and keep copies of the invoices for its records.

**SECTION FOUR:** That the Village will receive reimbursement payments from the Illinois Environmental Protection Agency (IEPA) and will report receipt of such reimbursements.

**SECTION FIVE:** That the Village will administer the Clean Water Act Section 319(h) grant, including preparation of all necessary paperwork and reports, and will create grant administration reports and documents required by the program and submit them to the IEPA.

**SECTION SIX:** That the roles and responsibilities described above are contingent on the Village receiving funds requested for the project described in the Clean Water Act Section 319(h) grant application, with these responsibilities to coincide with the grant period, anticipated to be July 1, 2026, through June 30, 2028, or according to the applicable grant cycle.

**SECTION SEVEN:** That the Village President and Board of Trustees hereby approve the proposed project, and the Village Administrator is hereby authorized to negotiate and execute all documents required for granting and managing funds on behalf of the Village.



true, complete and exact copy of Resolution 2025 - \_\_\_-R, enacted on July 15, 2025, and approved on July 15, 2025, as the same appears from the official records of the Village of Bartlett.

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Lorna Giles, Village Clerk