

VILLAGE OF BARTLETT
BOARD AGENDA
OCTOBER 4, 2022
7:00 P.M.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. ***CONSENT AGENDA***
All items listed with an asterisk are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the General Order of Business and considered at the appropriate point on the agenda.*
- *6. **MINUTES:** Board and Committee Minutes – September 20, 2022
- *7. **BILL LIST:** October 4, 2022
8. **TREASURER'S REPORT:** None

9. **PRESIDENT'S REPORT:**
 - A. Passport to Adventure Awards
 - B. Pump Up The Art Hydrant Painting Winners
 - C. Arts DuPage Month Proclamation
 - D. World Polio Day Proclamation

10. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
11. **TOWN HALL:** (Note: Three (3) minute time limit per person)
12. **STANDING COMMITTEE REPORTS:**
 - A. **BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS**
 - *1. Ordinance Proposing the Establishment of Special Service Area Number Two for the Townhomes at the Grasslands Subdivision of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, and the Issuance of Bonds to an Amount not to Exceed \$1,332,560 for the Purpose of Paying the Cost of Providing Special Services in and for Such Area
 - *2. Release of Utilities and Recapture Agreement for Eastfield Subdivision

 - B. **COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY**
 1. None

 - C. **FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE**
 - *1. Ordinance Authorizing the Sale to Standard Equipment of Surplus Personal Property Owned by the Village of Bartlett

 - D. **LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN**
 1. None

 - E. **POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI**
 1. None

 - F. **PUBLIC WORKS COMMITTEE, CHAIRMAN LAPORTE**
 - *1. Resolution Approving the Third Amendment to the Sewer Service Agreement Between the Village of Bartlett and the Metropolitan Water Reclamation District of Greater Chicago
 - *2. Resolution Authorizing the Execution of the Easement Agreement for Sidewalk and Landscape Work at the Metra Commuter Facility

13. **NEW BUSINESS**
14. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
15. **ADJOURNMENT**



VILLAGE OF BARTLETT
BOARD MINUTES
September 20, 2022

1. CALL TO ORDER

President Wallace called the regular meeting of September 20, 2022 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m.

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Sam Hughes, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Interim Planning & Development Services Director Kristy Stone, Grounds Superintendent Matt Giermak, Police Chief Geoff Pretkelis, Deputy Chief Will Naydenoff, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Alex Culpepper of Alliance Bible Church gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

There were no additions or subtractions to the Consent Agenda.

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



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

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

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

NAYS: None

ABSENT: None

MOTION CARRIED

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

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

8. TREASURER'S REPORT

Finance Director Todd Dowden stated that this was the July 2022 Treasurer's Report. He stated that the Municipal Sales Tax Report had less than \$228,000 on sales tax that was actually home rule. Regular State shared sales tax was \$303,000 so was up about \$28,000 from the prior year. They received about \$2.6 million in home rule sales tax last year that was up from \$1.9 million due to the change in the sales tax collection. Motor Fuel Tax distribution through July 2022 totaled \$140,615 which was up \$3,488 from the prior year and pretty consistent over the last two months.

9. PRESIDENT'S REPORT

President Wallace stated that as everyone here is aware, a vacancy in the office of Village Trustee occurred by reason of the resignation of Village Trustee Aaron Reinke which was effective August 1, 2022. Under the Illinois Municipal Code, an appointment of a qualified person by me as the Village President must be made within 60 days after the vacancy occurs.

The person appointed, if consented to by the Board of Trustees this evening, will be sworn in this evening. Trustee Reinke was serving in an elective municipal office with a four-year term that would have expired in May of 2025, however, because there remained an unexpired portion of his term of at least 28 months and the vacancy occurred at least 130 days before the general municipal election next scheduled for April 4, 2023, the vacancy for the two-year remainder of former Trustee Reinke's term shall be filled at the election on April 4, 2023. Thus, there will be three, four-year terms on the April 4, 2023 ballot and one, two-year term for the office of Village Trustee on the April 4, 2023 ballot.



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Accordingly, I hereby appoint Joe LaPorte to fill the vacant office of Village Trustee of the Village of Bartlett for the remainder of the term expiring in May of 2023, and hereby forward my appointment to the Board for confirmation. Can I get a motion to Concur and Consent to the Appointment of Joe LaPorte?

Trustee Deyne moved to concur and consent to the appointment of Joe LaPorte to fill the vacant office of Village Trustee of the Village of Bartlett for the remainder of the term expiring in May of 2023 and that motion was seconded by Trustee Gunsteen.

ROLL CALL VOTE TO THE APPOINTMENT OF JOE LAPORTE AS VILLAGE TRUSTEE

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

NAYS: None

ABSENT: None

MOTION CARRIED

President Wallace asked Village Clerk Lorna Giles to swear in the new Trustee.

He stated that he interviewed ten people for this Trustee position. He thanked Joe for his willingness to step up.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne asked what public works was doing on the north side of town.

Public Works Director Dan Dinges stated that on the south side of Oneida, they have the Oneida basin project where they are expanding the storm water facility. On Oneida and Western, they are replacing the water main in that loop. The detention and water main projects are going to be started in the next couple of weeks.

Trustee Deyne asked about the Marathon gas station on Lake Street.

Interim Planning and Development Director Kristy Stone stated that they have a motion before housing court tomorrow so the village can block off access to the property and they have a court date in October to start trying to get the receivership in effect. It is up to the housing court judge to figure out a time line. They will get the cleanup permissions from the housing court and that date is in October.

Trustee Deyne stated that the phone call he got wanted to know if the property was for sale.



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Ms. Stone stated that they have cited the owner. The previous proposal for the 7-Eleven gas station fell through and is no longer under contract.

Trustee Gandsey asked if they have fall brush pick-up in October.

Mr. Dinges stated that the unbundled brush pick-up will be in the first two weeks of October.

11. TOWN HALL

George Lebron, 506 Tamarack Drive

Mr. Lebron updated the board on his three-year long battle with Cook County and the village over the bad conditions on Naperville Road. They settled on some signage in which none of it was enforceable. It was just the County appeasement to the negotiations. Very little has changed – speeding is prevalent, truck traffic prevalent at all hours of the day/night. He spoke about residents in Timberline that are putting their homes up for sale because of the traffic, noise, pollution and unsafe conditions. The village talked about left/right only turns to mitigate some of the traffic. He has not seen anything done yet. Lake Street is insane and dangerous. He talked about the 500,000 SF facility proposed for W. Bartlett and Naperville Roads. Is it an idea or concept to bring 55 truck docks, another 60 truck parking spaces, 155,000 SF additional add-on space. Where is it going to go – how much can we take. He thought that there had to be some litigation for the quality of life that they endure down that road. Put up a wall with TIF funds like we did with the Bannerman's incentive. He asked for reduced speed limits. He spoke about the car dealership and row homes. He knew that the village had a legal obligation to sell the property but he hoped the builder could put in a stop light as a deterrent.

Kenneth Schramm, 1232 Summersweet Lane

Mr. Schramm stated that he has been a resident since 1995. He wanted to talk about the parking ordinance for homeowners to increase the Class D license plates that are not to exceed 12 feet. Due to the economy and pandemic he has been faced with many business expenses. He would like to park his every day work truck in his driveway. If permitting, he would appreciate a code amendment to change the 12-foot size limit.

Dominick Bruno, 360 Persimmon Court

Mr. Bruno was there to voice concerns over the industrial park project at Bartlett and Naperville Roads. He spoke about security in industrial parks that he has seen and he asked why they have security if there is no crime. He stated that he lives in Amber Grove and right now there is a buffer and they do not have to worry about people running into their backyards. He spoke about turning right from Spaulding onto Naperville Road and the dangers of the roadway. He asked the board to consider the increasing crime



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statistics that a Bartlett police officer told him about recently. This building will bring crime, light pollution, water concerns and children's safety issues and is a very poor choice.

Theresa DeFiacco, 347 Persimmon Court

Ms. DeFiacco stated that her backyard faces where this new industrial warehouse is going. Her biggest concern is that her community, Amber Grove, has spent over two million dollars in improvements to the siding, roofing, driveways, landscaping. Her community would be devalued by having this industrial building so close. You can go two miles down the road where there is an industrial park, which is the proper place to have a distribution center. The value of their homes going down is a huge concern.

Camron Khan, 409 Cinnamon Court

Mr. Khan stated that his backyard faces the industrial intersection and he won't rehash the proximity to the elementary school or amount of accidents that happen there. He moved here from Schaumburg because Bartlett was a nice, small town. If we break this barrier of allowing rezoning to happen to these large industrial parks, it is going to damage the character of our community. He stated that a lot of people, including himself, would choose to move if this is allowed.

Jay Langfelder, 415 S. Hickory

Mr. Langfelder stated that he wanted to object to the zoning of consideration for a cannabis dispensary in the downtown overlay district. His major issue to the objection is the traffic congestion and the location of Eastview Middle and Bartlett Elementary schools. He asked the board about the ramifications of parking 400 vehicles per day. The change in zoning to the downtown area has limited parking in front of the Town Center. Degree of community safety will be jeopardized with increased traffic flow and the possibilities of drivers under the influence of cannabis. If the dispensary is allowed in the Town Center, how will it affect the values of the condos above the Town Center. How many dispensaries are allowed in the zoning area of downtown Bartlett. The major objection is that this change in zoning affects community safety, traffic flow and parking. He congratulated the new trustee appointment.

George Lebron, 506 Tamarack Drive

Mr. Lebron stated that the village has to sell the land or the owner has the right to sell the land. They just need to make the right decision to mitigate effects on our home value, safety, air pollution, and the traffic that we all discussed today.

President Wallace stated he has been in situations before where vacant land could cause litigation if the property was zoned correctly. He stated that they want to be cognizant of the quality of our resident's lives.



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Village Attorney Bryan Mraz stated that from a legal standpoint this is a little different situation because it is not in the village. If they proceed, they are requesting annexation. The village has more discretion to turn down a proposed development when it is not in the village. They could seek to develop it in the county but they are not at this point. This is a concept plan review. This is not to say that there couldn't be litigation but it would be less likely.

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that Ordinance 2022-81, an Ordinance Accepting the Public Improvements for Project Oak at 375 Spitzer Road was covered and approved under the Consent Agenda.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that the Arts in Bartlett Halloween Parade was covered and approved under the Consent Agenda.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that Resolution 2022-82-R, a Resolution Granting the U-46 August 19, 2022 Request for Release of School Donations and Authorizing the Release of \$182,317.90 to U-46 From the Developer Deposit Fund; Resolution 2022-83-R, a Resolution Approving of Disbursement Request for Payout No. 2 from the Subordinate Lien Tax Increment Revenue Note, Series 2020 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project; Resolution 2022-84-R, a Resolution Appointing a Delegate and Alternate Delegate to the Intergovernmental Risk Management Agency (IRMA); Resolution 2022-85-R, a Resolution Approving Change Order #1 Between Nettle Creek Nursery, Inc. and the Village of Bartlett for the Oneida Basin Improvements were covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated that Resolution 2022-86-R, a Resolution Approving Certain Executive Session Minutes and Determining Which Executive Session Minutes to Release or Hold as Confidential After Semi-Annual Review, and Authorizing the Destruction of Verbatim Records of Certain Closed Sessions and the Octoberfest Class D Liquor License Request were covered and approved under the Consent Agenda.



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E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that there were no agenda items for this Committee.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN, CHAIRMAN LAPORTE

Trustee LaPorte stated that there were no agenda items for this Committee.

13. NEW BUSINESS - None

14. QUESTION/ANSWER PRESIDENT & TRUSTEES - None

15. ADJOURN

President Wallace stated that the Board will adjourn and there will be a Committee of the Whole meeting immediately following.

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:29 p.m.


Lorna Giles
Village Clerk



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
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CALL TO ORDER

President Wallace called the Committee of the Whole meeting of September 20, 2022 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:29 p.m.

ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Human Resources Director Janelle Terrance, Sr. Management Analyst Samuel Hughes, Economic Development Coordinator Tony Fradin, Finance Director Todd Dowden, Public Works Director Dan Dinges, Assistant Public Works Director Tyler Isham, Interim Planning & Development Director Kristy Stone, Grounds Supervisor Matt Giermak, Police Chief Geoff Pretkelis, Deputy Chief Will Naydenoff, Village Attorney Bryan Mraz and Village Clerk Lorna Gilles.

BUILDING & ZONING, CHAIRMAN HOPKINS

Concept Plan: Bartlett BTS (NWC Bartlett and Naperville Roads)

Chairman Hopkins introduced the item.

Interim Planning and Development Services Director Kristy Stone stated the Grasslands access road would directly align with the northern curb cut they are proposing on Naperville Road. They are requesting full access on West Bartlett Road as well. Right now, it would be a right in-right out, and they would have to get permission from Cook County Highway to cut into the median at that location.

Chairman Suwanski asked if there is only a right out on Naperville Road.

Ms. Stone stated as presented it is full access.

Chairman Gandsey stated that it was nice to hear from the residents here and the emails from residents. That being said, we have spent a lot of time talking about Naperville Road, working with the county to get signs up and this is the opposite of what we have worked towards.

President Wallace stated he has an issue with industrial going on that corner. He foresees it being residential or add businesses in the area when residents come. We need some



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extra open space out there as well. We have heard loud and clear that there are too many trucks out there and it would be really irresponsible to entertain a massive building on that corner.

Chairman Deyne stated his concern is that we can't enforce anything as far as truck traffic goes on Naperville Road. He confirmed that the intersection improvements on West Bartlett Rd. and Rt. 59 were going to start in the spring. We have signs to limit truck traffic on Naperville Road, changed the GPS truck trafficking and it is not working. He wondered why the curb cuts were going to be on Naperville Road, but staff had informed him that it would be a right-in right-out, so truck traffic would still be on Naperville Road. He asked if they need a positive or negative response from the board to move forward.

Ms. Stone stated that typically we recommend that they come before the committee to get feedback to see if they want to move forward with the development.

President Wallace asked why they don't want to go into the existing industrial park across the street.

Jeff Lanaghan, Senior Vice President for CRG Acquisition, LLC stated there is nothing of scale they can move into. They have done a study and feel like Bartlett is a good fit for where their employees live.

President Wallace asked if we have a parcel big enough for them in Brewster Creek.

Kristy Stone stated "no."

President Wallace stated if you had been here the last 5 years you would understand that we have an issue on Naperville Rd. and Cook County not fixing the road to handle that much traffic.

Mr. Lanaghan stated they are sympathetic to that and their goal is to not allow trucks on Naperville Rd. as best they can. They want to minimize or eliminate truck traffic going north of their building.

President Wallace stated the timing is bad and the road is not up to what it should be to handle more truck traffic. A lot of work needs to be done.

Chairman Gunsteen thanked the residents who came out to speak about this. He stated we worked diligently as a board to get the housing subdivision on the corner knowing it will add residents to that area. He liked the design and layout, but didn't think this building was what should go on that corner. He agreed with President Wallace that you can tell the trucking companies not to use the road and they won't for a while but then they will get caught and continue to use it. This project is a hard sell for him.



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Chairman Suwanski stated she was in the area around 5:15pm yesterday. The trucks will take the path of least resistance and the signs there do not help with the traffic. We have done the best we can, but she doesn't know how we can stop them from going down the road.

Chairman LaPorte asked if the property was built for homes and not industrial, wouldn't the traffic increase. He asked if we are worried about truck traffic or vehicular traffic.

Chairman Gunsteen stated the next developer that wants to go in will have to cross that hurdle of either widening the road or putting a round about in at their expense.

Chairman Hopkins stated that if trucks were not allowed to go northbound on Naperville Road, it would be a completely different topic. The goal of those residents is to stop the truck traffic and get the speed down to an appropriate limit.

Mr. Lanaghan stated he is not a traffic engineer, but he thinks there could be some ways to improve the traffic on that road and perhaps a round about could be part of that. They have tried to orient their building to be respectful of the residents and he appreciates the residents that came out.

Chairman Deyne stated when he looked at the plans and he saw the exit that they have which lines up with the Grasslands, he thought it needs to be thought out more. We are going to be having people exit from the Grasslands and then you're having employees coming in and out and maybe even truck traffic, there will be issues.

President Wallace stated he did not care how many curb cuts they have, he does not think this is the right space for an industrial property.

Amend Municipal Code Title 10, Zoning Ordinance: Cannabis Dispensing Centers

Chairman Hopkins introduced the item.

Chairman LaPorte stated he did a quick review of where cannabis dispensaries are located in other municipalities, nothing formal, but a majority of them seemed like they were away from the downtown and along major highways, and he liked that idea.

Chairman Suwanski agreed.

Chairman Gandsey stated she had the chance to take a tour of a dispensary and it did not smell, seemed orderly. She was hesitant about choosing just portions of the downtown for them and be in.



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President Wallace stated these areas are zoned differently for a reason vs. how other areas are different. He asked Ms. Stone to discuss the special use process for things like this.

Ms. Stone stated if someone requested a special use permit, we would get an application, it would come before the committee first, then there would be a Public Hearing where everyone within 250 feet of the property were notified and that would go before the Planning and Zoning Commission. They would make their recommendation come back before the committee and we would see if it matched the findings of fact. There could be additional restrictions put on it because it is a special use and then the Village Board would vote on it.

President Wallace stated it allows them some flexibility to more develop the village as what we agree to be our strategic plan. That's what this gives us the ability to do. Sometimes that means picking and choosing locations because that is part of what it means to be a village board. He doesn't want to manufacture downtown Bartlett, he wants to get a feel of where the entire board feels this should go. The special use gives us the opportunity to take a look at the entire village as a whole, the board does not agree with this site, but this would be much better.

Chairman Gandsey stated with special use, do we get to choose who goes where even if they meet every parameter.

Village Attorney Bryan Mraz stated if you make it a special use, you don't have an unfettered ability to turn an application down. The way you keep it out is to have it prohibited in certain districts. If you make it a special use everywhere, you don't have a limit and your legal ability to turn it down may lead to a lawsuit.

Chairman Gunsteen asked if we can restrict it in certain areas and make it a special use in every other district.

Mr. Mraz stated that is correct.

Chairman Hopkins asked if they could make a certain number of licenses and make it a special use, like a liquor license.

Mr. Mraz stated it is not liquor and it is not licensed per se. Liquor has historically been limited, where as cannabis is a stated license and you have zoning authority.

President Wallace stated soon it will be like having a liquor license and that is why this is an important decision.



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Chairman Hopkins stated his take is to make it a special use and have it come to the board for approval.

Chairman Deyne stated we were just told a special use wouldn't work.

Mr. Mraz stated if you just make it a special use, and you turn it down, we will get sued and may not win.

Chairman Suwanski stated if we choose option #1 and prohibit it in the downtown overlay, we could make it a special use in the other commercial areas.

Ms. Stone stated we are proposing that it would be a special use in all of the commercial districts except for the downtown overlay district. The Planning and Zoning Commission thought it was too restrictive to prohibit it in the downtown overlay and so that is why they suggested that be further discussed by the board. The other alternative is to allow it in the B-3 and B-3 PUD districts in the downtown overlay. The other was to allow it everywhere as a special use in the downtown overlay.

Chairman LaPorte stated he thought the map with the downtown cut out looked good. Having a cannabis store on Rt. 59 seems better than downtown where only certain people would go.

Chairman Hopkins asked why they would open a bakery in downtown Bartlett than. He didn't think it was the boards choice to tell a business owner where they can or cannot put their business.

Chairman LaPorte asked if they have done a comparative analysis to see what other communities are doing.

Ms. Stone stated St. Charles allows it in all of their commercial districts besides the downtown. The only towns that were surveyed which allowed it in the downtown was Lombard and Wheeling.

Chairman LaPorte asked why we are trying to reinvent the wheel. The marketing and research have been done by communities larger than ours.

Chairman Gunsteen did not think the B-1 district should be included.

Chairman Gunsteen stated option #2 would allows it to be a special use in the B-3 and B-3 PUD which includes the Streets of Bartlett and the surrounding areas around that. It would eliminate it along the railroad tracks and the PUD for the Bartlett Town Center and it would still be a special use in the B-3 and B-3 PUD as well as any other commercial areas throughout the entire town.



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Ms. Stone stated that was correct.

Chairman Gandsey confirmed that this was something that could change after More Brewing is in or the apartments for example.

President Wallace stated this is going to be a fluid thing for the next 5-10 years. There will be changes to this thing, maybe someone will open one in their house like a brewery for example. The decision we make is a starting point and we can see what happens in these areas.

Chairman Suwanski stated once you open it up, you can't claw it back.

President Wallace stated he is okay with option #2. It is a part of the downtown, but the inner core is right around the train station, this area is further up from the core.

Chairman LaPorte stated he doesn't understand why we would allow it in the downtown if other towns are not. They have spent the money, done the research and have the consultants, why would we do something different.

President Wallace stated this board could restrict it to anywhere on Rt. 59 or Lake St. as well, he did not have any problem with that.

Mr. Mraz stated then you are back to option #1.

There was a straw poll and Chairmen Suwanski and LaPorte stated they wanted option #1. Chairman Hopkins wanted option #3, Chairman Gunsteen voted for option #2, Chairman Gandsey stated she could go with either, Chairman Deyne thought option #1 was too restrictive.

Chairman LaPorte stated there is plenty of other areas besides downtown to go.

Chairman Gandsey stated the one she visited was a different style then the ones you see in Schaumburg. It was more like a community, and it wasn't a type of place that would go to Rt. 59.

President Wallace stated he is more interested in this products tax revenue vs. what it does in town.

Chairman Suwanski stated the tax revenue would be the same wherever they go.

President Wallace stated Lake St. or Rt. 59 will drive more business likely.



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Chairman Hopkins stated the owners should be able to choose where they think they can see the most revenue and that's why he thinks it should be a special use and let the business owners invest their money where they want. He stated his option is #3.

Chairman Gandsey stated option #2 seems like a good compromise.

Chairman Gunsteen confirmed if it was a special use and we voted it down, they have legal ground to sue us.

Mr. Mraz stated that is correct, but if there is an area you do not want it and you prohibit it, that is a harder lawsuit for them to win. He is not disagreeing with what Chairman Hopkins is saying in letting the market decide, but he doesn't want them to have a false sense of security that we can deny anything.

President Wallace stated he disagrees with Trustee Hopkins. Letting multimillionaires come into downtown and do this type of business is not something he wants to see happen. He would be happy for them to be on Rt. 59, but he wants to keep the downtown quaint, he doesn't want a bunch of traffic downtown and doesn't want the option of 400 vehicles a day going in and out of the downtown because he still likes to be down there when there is not traffic all over the place.

Chairman Suwanski stated we just told someone we do not like their concept plan because it didn't fit our vision for that area and they are probably a multimillion-dollar company.

Chairman Hopkins asked if option #2 was okay with everyone.

Chairman Gunsteen stated option #2 would work.

Chairman Gandsey stated option #2 would work.

Chairman Gunsteen asked if in the special use do we have the option to say that the users have to approve of the use before they come in.

Mr. Mraz stated "no."

Ms. Stone stated we can always go with option #1 and then if we have a specific applicant that wants to apply to go to a location where it is prohibited they can apply for a text amendment and go through this same process.

President Wallace stated he liked that idea.



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Village Administrator Schumacher stated she thinks the mayor is right, this is going to be a fluid thing. Chairman Suwanski is also right that you cannot claw it back. She believes three of the board members wanted option #1, the most restrictive and it gives you the latitude that if you feel you want to open up, you can still do that.

Chairman Gandsey asked if the board would hear if someone wanted to open up a shop downtown.

President Wallace stated they would come to the board with a concept plan.

Chairman Deyne liked the idea.

President Wallace stated his vote is to go with option #1 and see how many people apply in the next 6 months.

Chairman Gandsey asked what the board would be worried about if they did option #2.

Chairman LaPorte stated he believes it is contrary to what every other town has done. Why spend millions of dollars if you don't have to and other communities have limited it to their commercial districts on major roads.

The item was forwarded on the village board for a vote.

COMMUNITY & ECONOMIC DEVELOPMENT, CHAIRMAN GANDSEY
Bartlett/Streamwood Bike Presentation

Chairman Gandsey introduced the item.

Alex Hanson from Sam Schwartz Engineering presented the material. He stated that this project is an outgrowth of the village's strategic plan and many of its objectives. The project is funded through CMAP's local technical assistance program. The goals and objectives of the program were to evaluate existing and planned facilities in the village, work with the community to identify, and complete a connected network. Lastly it would identify key pedestrian improvements. They followed a three-step process for the plan. They got to know the community through analysis and survey the residents of the communities. They took that feedback to craft a vision for the future. They took that vision and put a plan together to systematically implement over the coming years.

President Wallace asked how much time the data gathering portion took.

Mr. Hanson stated about 18 months. He continued that the two major themes they heard from the communities were connectivity and safety. The proposed future bike network connects important community destinations throughout the communities and includes



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adding 34 miles of bike ways and enhancing an additional 4 miles of existing network and would put the vast majority of the residents within $\frac{1}{4}$ mile of the bike network. We also worked and gathered detailed feedback on where they feel safe biking and what the context of that is in. We have taken this guidance and applied it through the overall network to find out what type of improvement needs to be made where. The vast majority of the bikeways would be off of the street on shared use paths or separate off-street trails. We have put a lot of effort into prioritizing these recommendations because they know there are a lot.

For people walking, they identified pedestrian focused areas like the downtown and around key commercial nodes. These are locations where traffic calming and policy actions would provide a lot of impact to improve conditions for people walking. They also looked at sidewalk gaps and analyzed where they are missing. They worked with the community to figure out where they should prioritize those to help determine investment and where the most impact could be felt. They identified 7 miles of tier 1 sidewalk gaps and an additional list of longer-term sidewalk gaps. Another key channel they heard about were intersections and crossings being a pinch point. Those intersections were identified and a comprehensive street design tool box which includes different solutions that can be implemented to address those challenges. They also put together grant starter kits for areas where bike improvements and walking improvements overlapped. This helps provide staff and community members key information on how to apply that information. To summarize, the planning for this is good timing given the funding at the federal and state levels that is currently available.

Chairman Gandsey asked how long does it typically take for a plan like this to come to fruition.

Mr. Hanson stated its hard to give a timeframe which is why we put a lot of effort into prioritizing projects. Bike and pedestrian plans are often very long term so we might be looking at a 20-year time frame to complete all of the recommendation's, but that is just a general guideline. Having a plan helps get funding for these projects as well.

Ms. Schumacher stated that is a key point and it gives us a head start on finding funding. We are all ready to go and it fortifies our applications for funding. Additionally, it will help us plan out our capital funding for these projects.

Chairman Gunsteen asked if the park district has seen the plan.

Ms. Stone stated they were a part of the stakeholder's group and we had multiple meetings throughout and included the various highway departments and forest preserve districts.

President Wallace asked how the low hanging fruit starting points were determined.



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Mr. Hanson stated they started with overlaying the proposed bike network with the sidewalk gap so they could see where you could address multiple needs with a single project. Then we went through at the final community meeting and the steering committee to get additional feedback and refine the boundaries.

President Wallace stated when he used to ride the prairie path he used to have to load up his bike, go west of Rt. 59 and then get on the trail. He thought it would be nice to get on his bike in Bartlett and be able to get on the path.

Mr. Hanson stated that was a priority for them in the study and received a lot of feedback about that issue.

President Wallace asked how much of the receptibility is on Bartlett to get these grants.

Ms. Schumacher stated we will certainly be a big player but there are a lot of other entities we can sweep in when we are talking about connecting regional bike paths.

President Wallace stated we really need to look into getting a path over or under Rt. 59.

Ms. Stone stated they are working with Grasslands to get the path under Rt. 59 near W. Bartlett Rd. and there is another path that would require further study, but would be an overpass in the Comed right-of-way further south and north of Stearns.

Chairman LaPorte stated perhaps this can be used in collaboration with developers where there is a need for path like in the parcel west of Naperville Rd. along W. Bartlett Rd.

**FINANCE & GOLF, CHAIRMAN DEYNE
2021-2022 Strategic Technology Utilization Plan**

Chairman Deyne introduced the item.

Greg Kuhn of the Center for Governmental Studies stated they completed their work earlier in the summer, developed a report and strategic utilization plan for the village. He introduced Craig Anderson who is a very experienced city manager in the area and specializes in public works. Additionally, joining them was Tom Ross who is their police expert, is a formal police chief, and currently leads College of DuPage's law enforcement academy. The work they did to develop their recommendation's and findings included over 100 hours of interview meetings and site visits with your staff. We also conducted a staff survey and led a department head workshop.

Mr. Kuhn began to highlight a few of their findings. He stated the use of technology is ever present in their organizations today. It's used internally and externally by those that



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are trying to interact with the village. It has taken an evolutionary turn and one of the things they want to point out to the board is that this evolutionary nature of technology isn't just about the bits, the bites, the network cables and the software. Its about the data and the people that use that information technology you can provide. One of the challenges of government is how you move from the way things have been done and how they have evolved over time in the traditional sense of technology to the future that is nipping at our heels. In our report we encourage the village to have as much collaboration and collective decision making as possible. Sharing information across units of government is key. One of their recommendations is that the village implement a decision-making process that brings more voices and points of view into evaluation of improvements, new software, enhanced software and perhaps getting rid of a software or technology. The other thing, as Paula mentioned, our report walks through department by department our findings and recommendations for the near and long terms. On top of the narrative we provide, we have a matrix on page 46 of the report that takes these core recommendations and presents them in tiers. It is meant to be a ready reference guide for your administrative leaders to begin those evaluations that take place every budget season and sometimes mid-year when a technology problem occurs. A couple other general recommendations that we made include 1. Continuing to commit the steps necessary to ensure that existing and future technologies match existing organizational needs to the greatest extent possible; 2. To reduce paper driven processes as much as possible by implementing electronic options which can include anything form personnel files down to how someone would apply for a permit or a customer service inquiry; 3. Suggest improving technology capabilities for the virtual world we are all living in, including Zoom. One of the things we have discovered along the way is that these technologies are going to become more frequent. Additionally, creating as many "plug and play" conference rooms as possible where anyone can come in and hold a virtual meeting with a developer for example; 4. The village should also use its enterprise software to its fullest extent. We find when the commitment is made to use a new technology, many times the training involved to take full advantage of it doesn't come along at the same level. Once users get accustomed to something they often find it very useful.

Longer term goals include: 1. Developing ongoing flexible plans for information technology will be important; 2. Convening an IT assessment and evaluation team that brings different perspectives on top of the IT staff and the operating staff; 3. Plan for the future of data sharing. Data will be something that is asked for by your residents, businesses and other units of local government so the use and sharing of data will make you better off.

Mr. Anderson stated the only thing he would like to add has to do with the process we undertook for the study. There was a good exchange of ideas and a true interest in how technology would help us.



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Ms. Schumacher stated Mr. Ross was very helpful bringing his police expertise to the table and the entire NIU team had different levels of expertise that really allowed us to get down into more detail in terms of service provision which was really the driving force of this. Our strategic plan discusses evaluating our service delivery and enhancing that. The technology plan was a vital component of being able to do that. The last time we had a technology plan there were not desktop computers and we did not have email or the internet. She thinks it was very important that we upgraded our technology plan to give us a roadmap. One of the things we talked a great deal about was the agility to respond to residents and we have certainly seen in the last couple of years that there is a demand to hear back faster and easier so we need to build the infrastructure technology block to do that. We also want to be able to collaborate better as a staff. The matrix that the NIU team provided gives us a way to do that in the short and long term. We will take this plan and start implementing it into the budget season that you are going to see starting in October.

Chairman Gandsey asked how staff is going to keep looking forward.

Ms. Schumacher stated that NIU suggests a technology user group to help us scan the horizon and make sure we are adapting. We need representation from all departments, but we need it vertically and horizontally.

Chairman LaPorte asked if there were any one or two issues that were consistent throughout all of the departments or were they all unique.

Ms. Schumacher stated that they saw the upgrade to Office 360 a lot as well as improving coordination and sharing of information so everyone is on the same platform.

Mr. Kuhn stated making sure the extra step is taken to make sure a new software can interface with our enterprise wide software. Every time there is additional touch of a piece of paper or piece of information there is an opportunity for an error or a mismatch. When you write a piece of software that doesn't know the difference between "1 Maple Lane" and "One Maple Ln" can be an issue. The other thing is the ability to continue to get technology in the field. It could be an inspector taking a tablet out on an inspection to police officers' vehicle and all of the technology that goes in there.

Mr. Ross stated the police department was great to work with. With technology today in policing, the problem of everything interfacing is only going to get more difficult.

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



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ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 8:54 p.m.

Samuel Hughes
Deputy Village Clerk

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/4/2022

100-GENERAL FUND REVENUES

480601-MISCELLANEOUS INCOME

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RBD BARTLETT TLE LLC	REFUND/DUPLICATE PYMT INV #3936	255.00
INVOICES TOTAL:		255.00

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/OCT 2022	877.45
INVOICES TOTAL:		877.45

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	115.05
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	92.24
INVOICES TOTAL:		207.29

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A-1 TROPHIES & AWARDS INC	NAME PLATE & BADGE	32.95
INVOICES TOTAL:		32.95

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT ROTARY CLUB	MEMBERSHIP DUES/JULY-SEPT 2022	195.00
INVOICES TOTAL:		195.00

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	IPAD CASE	79.99
INVOICES TOTAL:		79.99

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 LOYALTY VIDZ LLC	TRAIN MERGER VIDEO	150.00
INVOICES TOTAL:		150.00

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

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

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DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/4/2022

1 ANCEL GLINK P.C.	LEGAL SERVICES	57.50
1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	22,500.00
1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	10,307.50
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	605.00
INVOICES TOTAL:		33,470.00

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLA INC	SCHICK/QUINCY TRAFFIC STUDY	1,140.00
INVOICES TOTAL:		1,140.00

523600-SOCIAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHEAST DUPAGE FAMILY	SOCIAL WORKER PROGRAM	3,406.54
INVOICES TOTAL:		3,406.54

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	45.54
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	170.53
INVOICES TOTAL:		216.07

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	TIME CLOCK RIBBONS	29.97
1 CENTURY PRINT & GRAPHICS	A/P CHECK FORMS	214.56
1 WAREHOUSE DIRECT	POCKET FILES	201.87
1 WAREHOUSE DIRECT	PENS	25.92
INVOICES TOTAL:		472.32

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS STATE TREASURER	UNCLAIMED PROPERTY REPORT 2022	6.79
1 NOTARY PUBLIC ASSOCIATION	NOTARY FEE/D SELVAGGI	59.00
1 VANTAGE CUSTOM CLASSICS INC	STAFF APPAREL	51.14
INVOICES TOTAL:		116.93

1500-PLANNING & DEV SERVICES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	74.28
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	35.47
INVOICES TOTAL:		109.75

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
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532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - AUGUST 22	665.96
	INVOICES TOTAL:	665.96

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	162.82
1 VERIZON WIRELESS	WIRELESS SERVICES	456.24
	INVOICES TOTAL:	619.06

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	HELP WANTED ADS	193.20
	INVOICES TOTAL:	193.20

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MYD BARTLETT SG LLC	CAR WASH SERVICES	69.00
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	337.46
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	29.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	29.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	29.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	29.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	29.95
	INVOICES TOTAL:	556.21

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	AIR PURIFIERS/SIGN HOLDER	555.09
1 CALEA	NAMEPLATES/SERVING SINCE BARS	586.00
1 EVIDENT INC	EVIDENCE SUPPLIES	70.64
1 THE FINER LINE INC	PLAQUES/ENGRAVING FEES	41.00
1 THE FINER LINE INC	RETIREMENT WALL PLAQUES	310.80
1 LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	921.47
1 LYNN PEAVEY COMPANY	EVIDENCE SUPPLIES	65.15
1 STATE GRAPHICS	COURT DISPOSITION SHEETS	511.66
1 ULINE	EVIDENCE SUPPLIES	152.05
1 WAREHOUSE DIRECT	INK CARTRIDGE	122.79
1 WAREHOUSE DIRECT	INK CARTRIDGE	80.11
1 WAREHOUSE DIRECT	INK CARTRIDGE	122.78
1 WAREHOUSE DIRECT	INK CARTRIDGE	122.79
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	129.94
	INVOICES TOTAL:	3,792.27

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
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530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	UNIFORM ACCESSORIES	596.70
1 AMAZON CAPITAL SERVICES INC	PISTOL VAULTS	236.96
1 THE EAGLE UNIFORM CO	STAR PATCHES	572.00
1 RAY O'HERRON CO INC	REVERSIBLE RAINCOAT	170.99
1 RAY O'HERRON CO INC	UNIFORM ACCESSORIES	795.22
1 RAY O'HERRON CO INC	UNIFORM ACCESSORIES	795.22
1 RAY O'HERRON CO INC	UNIFORM ACCESSORIES	795.22
1 RAY O'HERRON CO INC	UNIFORM APPAREL	515.19
1 RAY O'HERRON CO INC	UNIFORM APPAREL	323.91
1 RAY O'HERRON CO INC	UNIFORM APPAREL	1,328.58
1 RAY O'HERRON CO INC	SERGEANT CHEVRONS	30.54
1 RAY O'HERRON CO INC	5-IN-1 JACKET	243.00
1 RAY O'HERRON CO INC	UNIFORM APPAREL	781.96
1 RAY O'HERRON CO INC	UNIFORM APPAREL	332.04
INVOICES TOTAL:		7,517.53

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - AUGUST 22	13,105.70
INVOICES TOTAL:		13,105.70

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE FINER LINE INC	NAME PLATES	91.26
1 WAREHOUSE DIRECT	STYROFOAM CUPS/OFFICE SUPPLIES	135.33
1 WAREHOUSE DIRECT	BOOKENDS	16.62
1 WAREHOUSE DIRECT	PENS	25.74
1 WAREHOUSE DIRECT	STYROFOAM CUPS/COFFEE/SUPPLIES	123.17
1 WAREHOUSE DIRECT	ENVELOPES/PENCIL CUP	42.89
INVOICES TOTAL:		435.01

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COLLEGE OF DUPAGE	CLASS TUITION FEES	8,064.20
1 COLLEGE OF DUPAGE	CLASS TUITION FEE	225.00
1 KAREN GOFF	TRAINING EXPENSES	96.00
1 ILLINOIS HOMICIDE INVESTIGATORS ASSOC	ANNUAL TRAINING CONFERENCE	1,750.00
1 PETE RAKIEWICZ	TRAINING EXPENSES	96.00
INVOICES TOTAL:		10,231.20

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PHYSICIANS IMMEDIATE CARE - CHICAGO	PERSONNEL TESTING	189.00
INVOICES TOTAL:		189.00

** Indicates pre-issue check.

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 DETAIL BOARD REPORT
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543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MAJOR CASE ASSISTANCE TEAM	ANNUAL DUES	3,000.00
** 1 NATIONAL ASSOC OF SCHOOL	MEMBERSHIP RENEWAL/P CAREY	40.00
** 1 NATIONAL ASSOC OF SCHOOL	MEMBERSHIP RENEWAL/R GARCIA	40.00
INVOICES TOTAL:		3,080.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	AIR PURIFIERS/SIGN HOLDER	88.50
1 ANTHONY S PASSARELLA	BAL DUE/NNO VIDEOGRAPHER	1,605.00
1 REPROGRAPHICS	LAMINATION FEES	40.00
1 THE UPS STORE	SHIPPING CHARGES	25.00
INVOICES TOTAL:		1,758.50

544001-PRISONER DETENTION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT SOAP N SUDS	BLANKET LAUNDERING	47.50
INVOICES TOTAL:		47.50

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEPHEN A LASER ASSOCIATES	POLICE OFFICER ASSESSMENTS	2,750.00
1 PHYSICIANS IMMEDIATE CARE - CHICAGO	PERSONNEL TESTING	1,773.00
INVOICES TOTAL:		4,523.00

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BURRIS EQUIPMENT CO	EQUIPMENT RENTAL	892.00
INVOICES TOTAL:		892.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	792.38
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,492.62
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	17.76
INVOICES TOTAL:		2,302.76

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	150.00
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	187.43
1 SAFETY-KLEEN SYSTEMS INC	PARTS WASHER SOLVENT	461.59

** Indicates pre-issue check.

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INVOICES TOTAL: 799.02

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
<u>INVOICES TOTAL:</u>		<u>30.00</u>

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANIMAL TRACKERS WILDLIFE	PIGEON REMOVAL	350.00
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/SEP 2022	2,350.00
<u>INVOICES TOTAL:</u>		<u>2,700.00</u>

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MICHAL DZIUBA	PUBLIC SIDEWALK REPLACEMENT	672.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,950.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,377.75
1 WELCH BROS INC	WOOD STAKES/SUPPLIES	234.20
<u>INVOICES TOTAL:</u>		<u>4,233.95</u>

527160-STREET SWEEPING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLEAN SWEEP	STREET SWEEPING SERVICES	10,100.00
1 CLEAN SWEEP	STREET SWEEPING SERVICES	10,100.00
<u>INVOICES TOTAL:</u>		<u>20,200.00</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	231.14
1 AMAZON CAPITAL SERVICES INC	DESK CHAIR	21.65
1 AUTOZONE INC	MAINTENANCE SUPPLIES	267.36
1 GRAINGER	AGRICULTURAL SPRAYER PUMP	245.65
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	106.05
1 TERMINAL SUPPLY CO	MATERIALS & SUPPLIES	128.03
1 TERMINAL SUPPLY CO	MATERIALS & SUPPLIES	78.95
<u>INVOICES TOTAL:</u>		<u>1,078.83</u>

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - AUGUST 22	8,702.34
<u>INVOICES TOTAL:</u>		<u>8,702.34</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	72.72

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	311.66
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	23.76
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	145.34
<u>INVOICES TOTAL:</u>		<u>553.48</u>

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	2,709.03
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS	546.00
1 WELCH BROS INC	ASPHALT GRINDINGS	50.00
1 WELCH BROS INC	ASPHALT GRINDINGS	50.00
<u>INVOICES TOTAL:</u>		<u>3,355.03</u>

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE TOPSOIL INC	GRAVEL PURCHASE	1,540.00
1 MIDWEST TRADING HORTICULTURAL	GRASS SEED	576.00
<u>INVOICES TOTAL:</u>		<u>2,116.00</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	106.42
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	45.00
<u>INVOICES TOTAL:</u>		<u>151.42</u>

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTANT ELECTRIC SUPPLY CO	STREET LIGHTING SUPPLIES	428.00
1 STEINER ELECTRIC COMPANY	LIGHT POLES	2,909.88
<u>INVOICES TOTAL:</u>		<u>3,337.88</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DANIEL DINGES	APWA CONFERENCE EXPENSES	278.54
<u>INVOICES TOTAL:</u>		<u>278.54</u>

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANIMAL TRACKERS WILDLIFE	BEAVER TRAP SETTING	1,900.00
1 WELCH BROS INC	PVP PIPE/SUPPLIES	861.80
<u>INVOICES TOTAL:</u>		<u>2,761.80</u>

2200-MFT EXPENDITURES

583059-SCHICK ROAD BRIDGE

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

VILLAGE OF BARTLETT
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1 HAMPTON LENZINI AND RENWICK INC	SCHICK RD STP-BRIDGE APPLICATION	1,652.50
	INVOICES TOTAL:	1,652.50

430000-DEVELOPER DEPOSITS FUND

245004-DONATIONS DUE TO U46

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SCHOOL DISTRICT U-46	DEVELOPER DONATIONS	182,317.90
	INVOICES TOTAL:	182,317.90

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WILLIAM RYAN HOMES INC	BOND REFUND/1329 HIGHPOINT CT	7,900.00
	INVOICES TOTAL:	7,900.00

5000-WATER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/SEP 2022	1,562.00
1 HAMPTON LENZINI AND RENWICK INC	PW COMPLEX NATIVE AREA MGMT	1,400.00
1 OTM ENVIRONMENTAL SERVICES INC	WATER SYSTEM CHECKS/AUG 2022	10,500.00
1 WATERWORTH	ANNUAL SOFTWARE SUBSCRIPTION	3,742.50
1 WUNDERLICH-MALEC SERVICES INC	SCADA COMPUTER MAINTENANCE	3,321.68
1 WUNDERLICH-MALEC SERVICES INC	SCADA MACHINE MAINTENANCE	517.92
1 WUNDERLICH-MALEC SERVICES INC	SCADA COMPUTER MAINTENANCE	2,897.55
	INVOICES TOTAL:	23,941.65

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	378.80
	INVOICES TOTAL:	378.80

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	SEPTEMBER 2022 BILLING	730.82
	INVOICES TOTAL:	730.82

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	WATER MAIN BIDDING NOTICE	72.00
	INVOICES TOTAL:	72.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	4.16

** Indicates pre-issue check.

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1 NICOR GAS	GAS BILL	49.39
1 NICOR GAS	GAS BILL	49.74
INVOICES TOTAL:		103.29

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,321.50
INVOICES TOTAL:		1,321.50

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DESK CHAIR	21.66
1 CORE & MAIN LP	MATERIALS & SUPPLIES	1,303.53
1 HAWKINS INC	PUMP TUBES	204.01
1 WELCH BROS INC	MATERIALS & SUPPLIES	52.00
INVOICES TOTAL:		1,581.20

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	930.57
1 HAWKINS INC	CHEMICAL SUPPLIES	795.06
INVOICES TOTAL:		1,725.63

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	DIGITAL WINCH	957.12
INVOICES TOTAL:		957.12

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - AUGUST 22	1,272.08
INVOICES TOTAL:		1,272.08

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	26.78
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	23.77
INVOICES TOTAL:		50.55

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	106.43
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	45.00
INVOICES TOTAL:		151.43

534810-METER MAINTENANCE MATERIALS

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 10/4/2022**

1 WATER RESOURCES INC	WATER METER MATERIALS	366.00
1 WATER RESOURCES INC	WATER METER	99.75
		INVOICES TOTAL: 465.75

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DANIEL DINGES	APWA CONFERENCE EXPENSES	278.53
		INVOICES TOTAL: 278.53

5090-WATER CAPITAL PROJECTS EXP

581031-LEAK SURVEY/REPAIR

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	972.00
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	792.00
		INVOICES TOTAL: 1,764.00

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/SEP 2022	625.00
1 WATERWORTH	ANNUAL SOFTWARE SUBSCRIPTION	3,742.50
		INVOICES TOTAL: 4,367.50

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	SEPTEMBER 2022 BILLING	730.81
		INVOICES TOTAL: 730.81

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	281.50
		INVOICES TOTAL: 281.50

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	13.80
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	14.21
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	5.81
1 NICOR GAS	GAS BILL	50.38
		INVOICES TOTAL: 84.20

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	231.14

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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1 AMAZON CAPITAL SERVICES INC	DESK CHAIR	21.66
1 DELL MARKETING L.P.	REPLACEMENT COMPUTERS	2,288.00
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	62.21
1 WAREHOUSE DIRECT	MOP HEADS	11.68
		INVOICES TOTAL: 2,614.69

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	5,231.15
1 HAWKINS INC	CHEMICAL SUPPLIES	30.00
		INVOICES TOTAL: 5,261.15

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - AUGUST 22	2,570.36
		INVOICES TOTAL: 2,570.36

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	66.51
1 CENTRISYS CORPORATION	EQUIPMENT INSPECTION	3,100.00
1 FLOW-TECHNICS INC	PUMP INSTALLATION	6,483.00
1 FLOW-TECHNICS INC	CONTROLLER INSTALLATION	5,133.00
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	23.77
1 STANDARD EQUIPMENT COMPANY	CREDIT - RETURN	-15.82
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	21.18
		INVOICES TOTAL: 14,811.64

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST TRADING HORTICULTURAL	GRASS SEED	192.00
		INVOICES TOTAL: 192.00

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	106.43
		INVOICES TOTAL: 106.43

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DANIEL DINGES	APWA CONFERENCE EXPENSES	278.53
		INVOICES TOTAL: 278.53

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	ADAPTER CARDS FOR SCADA PCS	101.34

** Indicates pre-issue check.

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INVOICES TOTAL: 101.34

5190-SEWER CAPITAL PROJECTS EXP

582025-SANITARY SEWER EVALUATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PERFORMANCE PIPELINING INC	SANITARY SERVICE LINING PROJECT	161,483.00
<u>INVOICES TOTAL:</u>		<u>161,483.00</u>

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RUBINO ENGINEERING INC	CONCRETE COMPRESSION TESTING	7,340.00
1 STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF - RPR	37,309.73
1 STRAND ASSOCIATES INC	WATER RECLAMATION FACILITY	6,540.00
1 STRAND ASSOCIATES INC	WRF - CONTRACT ADMIN	49,055.00
1 STRAND ASSOCIATES INC	WRF - OPERATION & MAINT MANUALS	7,050.00
<u>INVOICES TOTAL:</u>		<u>107,294.73</u>

582028-DEVON EXCESS FLOW PLANT REHB

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW SEWER & FORCEMAIN	1,236.00
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY LIFT STATION	2,359.00
<u>INVOICES TOTAL:</u>		<u>3,595.00</u>

5200-PARKING OPERATING EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	131.90
<u>INVOICES TOTAL:</u>		<u>131.90</u>

550-GOLF FUND REVENUES

470010-CLUBHOUSE BANQUET SALES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BRIAN KLIPPERT	DEPOSIT REFUND	250.00
** 1 CRISTINA RODRIGUEZ	DEPOSIT REFUND	100.00
<u>INVOICES TOTAL:</u>		<u>350.00</u>

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	34.24
1 ROSCOE CO	MATS	278.34

** Indicates pre-issue check.

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INVOICES TOTAL: 312.58

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	HELP WANTED AD	50.00
		<u>INVOICES TOTAL:</u> <u>50.00</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,308.04
		<u>INVOICES TOTAL:</u> <u>1,308.04</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	PAPER TOWELS/COTTON GLOVES	250.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	61.95
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	51.85
		<u>INVOICES TOTAL:</u> <u>363.80</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,466.33
		<u>INVOICES TOTAL:</u> <u>1,466.33</u>

534332-PURCHASES - GOLF BALLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BRIDGESTONE GOLF INC	GOLF BALLS	222.00
		<u>INVOICES TOTAL:</u> <u>222.00</u>

534335-PURCHASES - MISC GOLF MDSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	GOLF APPAREL	1,394.27
		<u>INVOICES TOTAL:</u> <u>1,394.27</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 AED PROFESSIONALS	AED MACHINES	1,699.00
		<u>INVOICES TOTAL:</u> <u>1,699.00</u>

5510-GOLF MAINTENANCE EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	436.02
		<u>INVOICES TOTAL:</u> <u>436.02</u>

** Indicates pre-issue check.

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532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,466.33
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,390.16
INVOICES TOTAL:		2,856.49

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	197.44
1 REINDERS INC	MAINTENANCE SUPPLIES	2,216.45
1 REVELS TURF & TRACTOR LLC	MAINTENANCE SUPPLIES	42.42
INVOICES TOTAL:		2,456.31

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BTSI	AMERICAN FLAG/SUPPLIES	123.54
1 BTSI	MARKER PAINT	298.00
1 CHICAGOLAND TURF	MAINTENANCE SUPPLIES	154.00
INVOICES TOTAL:		575.54

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REINDERS INC	MOTOR/LIGHT SET/SUPPLIES	9,070.97
INVOICES TOTAL:		9,070.97

572000-BUILDING & GROUNDS IMPROVMNTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST GROUNDCOVERS LLC	PLANT PURCHASE	367.50
INVOICES TOTAL:		367.50

5520-GOLF DRIVING RANGE EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RANGE SERVANT AMERICA INC	GOLF BALL BASKETS	139.05
INVOICES TOTAL:		139.05

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	87.50
1 ECOLAB INC	WATER SOFTENER RENTAL	49.50
1 INDUSTRIAL STEAM CLEANING	HOOD/EXHAUST SYSTEM CLEANING	450.00
INVOICES TOTAL:		587.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	218.01
INVOICES TOTAL:		218.01

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	140.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	45.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	90.00
INVOICES TOTAL:		275.00

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	259.99
1 EUCLID BEVERAGE LLC	BEER PURCHASE	326.22
1 EUCLID BEVERAGE LLC	BEER PURCHASE	40.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	25.13
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	370.00
1 GRECO AND SONS INC	FOOD PURCHASE	100.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	500.00
1 GRECO AND SONS INC	FOOD PURCHASE	242.77
1 LAKESHORE BEVERAGE	BEER PURCHASE	58.84
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	200.77
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	182.69
1 SYSCO CHICAGO INC	FOOD PURCHASE	794.44
1 SYSCO CHICAGO INC	FOOD PURCHASE	150.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	440.00
INVOICES TOTAL:		3,690.85

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	20.00
1 ALSCO	LINEN SERVICES	731.69
1 ALSCO	LINEN SERVICES	398.82
1 ECOLAB INC	WATER SOFTENER RENTAL	49.50
1 INDUSTRIAL STEAM CLEANING	HOOD/EXHAUST SYSTEM CLEANING	450.00
INVOICES TOTAL:		1,737.51

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	218.01
INVOICES TOTAL:		218.01

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	PAPER TOWELS/COTTON GLOVES	47.23
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	140.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	47.99
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	45.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	90.00
INVOICES TOTAL:		370.22

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	188.60
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	442.24
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	289.49
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	312.99
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	869.05
1 ELGIN BEVERAGE CO	BEER PURCHASE	259.79
1 EUCLID BEVERAGE LLC	BEER PURCHASE	187.47
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	24.91
1 GRECO AND SONS INC	CREDIT - OVERPAYMENT/RETURNS	-135.78
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	258.51
1 GRECO AND SONS INC	FOOD PURCHASE	489.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	365.94
1 GRECO AND SONS INC	FOOD PURCHASE	847.12
1 GRECO AND SONS INC	FOOD PURCHASE	683.20
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	1,464.64
1 GRECO AND SONS INC	FOOD PURCHASE	67.98
1 GRECO AND SONS INC	FOOD PURCHASE	600.00
1 GRECO AND SONS INC	FOOD PURCHASE	222.44
1 IL GIARDINO DEL DOLCE INC	PASTRIES & COOKIES	175.00
1 IL GIARDINO DEL DOLCE INC	CAKE PURCHASE	68.50
1 LAKESHORE BEVERAGE	BEER PURCHASE	58.84
1 LAKESHORE BEVERAGE	BEER PURCHASE	71.96
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	200.77
1 SYSCO CHICAGO INC	FOOD PURCHASE	948.83
1 SYSCO CHICAGO INC	FOOD PURCHASE	4,032.84
1 SYSCO CHICAGO INC	FOOD PURCHASE	337.82
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	2,069.18
INVOICES TOTAL:		15,401.33

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 AED PROFESSIONALS	AED MACHINES	1,699.00
INVOICES TOTAL:		1,699.00

5580-GOLF MIDWAY EXPENSES

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
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530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	PAPER TOWELS/COTTON GLOVES	200.00
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	50.00
INVOICES TOTAL:		250.00

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	258.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	80.01
1 ELGIN BEVERAGE CO	BEER PURCHASE	44.54
1 EUCLID BEVERAGE LLC	BEER PURCHASE	177.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	169.39
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	700.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	300.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	58.84
1 LAKESHORE BEVERAGE	BEER PURCHASE	39.90
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	86.58
1 SYSCO CHICAGO INC	FOOD PURCHASE	695.02
1 SYSCO CHICAGO INC	FOOD PURCHASE/SUPPLIES	402.00
INVOICES TOTAL:		3,011.28

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	CREDIT - SERVICE CANCELLATION	-123.07
INVOICES TOTAL:		-123.07

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	180.00
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	180.00
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	300.00
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	120.00
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	120.00
1 C E SMITH LAWN MAINTENANCE INC	WEED ABATEMENT	240.00
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	274.13
INVOICES TOTAL:		1,414.13

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,004.50
INVOICES TOTAL:		4,004.50

524120-UTILITIES

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

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
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1 NICOR GAS	GAS BILL	161.01
		INVOICES TOTAL: 161.01

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	268.02
1 GRIMCO INC	MATERIALS & SUPPLIES	395.51
1 WAREHOUSE DIRECT	PAPER/BATH TISSUE/SUPPLIES	643.87
1 WAREHOUSE DIRECT	PAPER TOWELS	569.20
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	65.64
		INVOICES TOTAL: 1,942.24

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	CFL BULBS	181.00
		INVOICES TOTAL: 181.00

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ESRI INC	GIS TRAINING	1,640.00
1 UNC SCHOOL OF GOVERNMENT SERVICES IN	NATIONAL CGCIO PROGRAM FEES	3,750.00
		INVOICES TOTAL: 5,390.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOWN & COUNTRY GARDENS	FLOWERS	359.96
		INVOICES TOTAL: 359.96

GRAND TOTAL: 735,361.89

GENERAL FUND	140,936.48	
MOTOR FUEL TAX FUND	1,652.50	
DEVELOPER DEPOSITS FUND	190,217.90	
WATER FUND	34,794.35	
SEWER FUND	303,772.88	
PARKING FUND	131.90	
GOLF FUND	50,526.11	
CENTRAL SERVICES FUND	13,329.77	
GRAND TOTAL	735,361.89	

** Indicates pre-issue check.

2022 Passport to Adventure Recognition Night by the Village of Bartlett Museums

In 1991, The Kane-DuPage Regional Museum Association (KDRMA) began offering a summertime program for children called Passport to Adventure. The member institutions created a passport booklet listing all the participating sites and general information about each. Children and their families traveled to the sites of their choice stamping their passport along the way. Several things about the program have changed through the decades, for the better, reflecting today's museum visitors. First, the program is now open to all ages because adults love visiting sites and collecting stamps too! The program now is also year around, for museums and nature centers and not just for summer visits. KDRMA also offers an incentive program with the chance for site goers to win gift cards.

The Village of Bartlett Museums joined KDRMA in 1997 and since then has been a proud participant not only in the program, but the other offerings of association membership. Pam Rohleder has served on the KDRMA board for the last 10 years as vice-president, president and now past-president. Ensuring the passport program continues has always been a priority because of the educational value, family bonding and just plan fun! It is also an economical option because sites are close to home with many sites offering free admittance or very low-cost entrance fees. The Village of Bartlett has always had a high family participation rate with four sites being offered within. They are the Bartlett History Museum, Bartlett Depot Museum, Arts in Bartlett and the Bartlett Nature Center. This program also brings visitors into our community, who afterwards want to know what else the village has to offer in the way of food options and other sites/businesses to visit before heading home.

The Village of Bartlett Museums has always recognized the top site going Bartlett family or families in-case of a tie, at a village board meeting with the Mayor's Medallion. This year is no exception. Once again, we have multiple families that visited every passport site between this May and August! Isn't that amazing!

Tonight, we celebrate the accomplishments of two Bartlett families who went on a journey which took them to all 60 museums, nature centers and other cultural institutions from Addison to Wood Dale engaging them in history, art, science, nature, transportation and culture. But before we meet our families, I would like you all to hear from them in their own words how they enjoyed the program!

BRIEF VIDEO

Meet the Baker Family- Dad -Dustin, Mom- Denise and Ashlynn

Last year the Bakers moved to Bartlett after living in Hanover Park for several years. They wanted the opportunity to learn more about their new hometown and surrounding communities. This was the first year they participated in the program and they knocked it out of the park!

Ashlynn is 8 years old and attends Bartlett Elementary School where she is in the 3rd grade. She is active in Girl Scouting. Her favorite site was Aurora's Blackberry Farm where you can ride a miniature train and carousel and also experience an 1840s pioneer cabin, blacksmith shop, one-room school house and more. Congratulations Ashlynn! We are so proud of you! Welcome also to Bartlett. We hope you are enjoying your new home and hometown and Ashlynn your new school.

Meet the McElroy Family, Dad- Darryl, Mom- Kelli and Brooklynne and Phoenix

The McElroys have been attending Bartlett museum events for years and I have had the pleasure to watch Brooklynne and Phoenix grow up! Kelli is a champion of our museums spreading the word not only about passport but other programs and events. For that we thank her very much! The McElroys have participated in the passport program before, but this year made it their goal to visit all the sites. They kept us updated on their progress along with pictures from several sites.

Brooklynne recently turned 11 years old and attends Horizon Elementary School where she is in the IGNITE (gifted) program. She is in the 5th grade. Her favorite site was Naper Settlement where she saw and could visit many historic structures.

Phoenix is 8 1/2 years old and attends Bartlett Elementary School where she is in the 3rd grade. Her favorite site was the Morton Arboretum where she got to see many beautiful trees and plants and experience nature. Both Phoenix and Brooklynne are also involved in Girl Scouts.

Congratulations Brooklynne and Phoenix! We are so proud of you!

And let's give a shout out to the parents, Dustin, Denise, Darryl and Kelli who dedicated their summer to planning and driving their daughters to all these sites! Great job parents! Again, congratulations to all of you.

Memorandum

To: Sam Hughes, Senior Management Analyst
From: Joey Dienberg, Management Analyst
Date: September 27, 2022
Re: Pump up the Art Hydrant Painting Winners

This was the first year of the village's hydrant painting program, "*Pump up the Art*". Staff first workshopped the idea based on the Village Board's desire to "to connect east and west sides of Bartlett", as a part of the Village's strategic plan. As a part of this program, staff asked residents to apply to paint their hydrant, and were then approved given that it was within the parameters set by staff.

In the first year of the program, staff approved 135 applications, with a mixture of residents, homeowner associations, businesses and other civic groups getting together to beautify every corner of our community.

The top 3 hydrants, voted on by residents on the village website, are as follows:

1st Place: "Betty Bee in Bartlett" by Sele Saccameno

2nd Place: "Clownin' Around!" By Patti Ummel

3rd Place: "Bartlett Police" By Abby Wyka

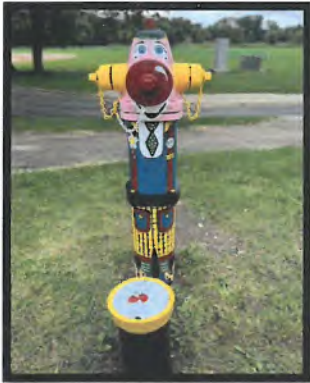
Congratulations to all of the winners, and thank you to all of the individuals who participated in the first year of the program.



1st Place

"Betty Bee in Bartlett"

by Sele Saccameno



2nd Place

"Clownin' Around!"

By Patti Ummel



3rd Place

"Bartlett Police"

By Abby Wyka

Proclamation



A DuPage Foundation Initiative

WHEREAS, Arts DuPage has regularly issued official proclamations to all the cities and villages in DuPage County on an annual basis, designating October as Arts DuPage Month; and

WHEREAS, the arts embody much of the accumulated wisdom, intellect and imagination of humankind; and

WHEREAS, the arts enrich us as individuals and play a unique role in the lives of our families and our communities; and

WHEREAS, the arts promote a better understanding of the diversified cultures within our communities and unify us regardless of age, race and ethnicity; and

WHEREAS, the arts sector in DuPage County consists of 2,272 arts-related businesses and accounts for 4.2 percent of the total number of businesses in the region – a larger share of the economy than transportation, tourism, agriculture and construction; and

WHEREAS, the arts provide full-time employment for over 15,000 workers in DuPage County; and

WHEREAS, the arts improve our economy, enrich our civic life, drive tourism and commerce, and exert a profound positive influence on the education of our children; and

WHEREAS, the arts helped lead us through the darkest times of the pandemic by lifting our spirits, unifying communities and providing entertainment. Now, the arts are playing a vital role in rebuilding our communities, jumpstarting the economy, and leading us back to normalcy.

NOW, THEREFORE, BE IT RESOLVED, that I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, do hereby proclaim October 2022 as Arts DuPage Month in the Village of Bartlett and call upon our community members to celebrate and promote the arts in DuPage County.

Dated this 4th day of October, 2022



Kevin Wallace, Village President

PROCLAMATION FOR WORLD POLIO DAY 2022

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

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

WHEREAS, Rotary, a global service organization with over 1.4 million members, has been at the center of the worldwide effort to eradicate polio for over three decades. Every year, through a funding partnership with the Bill & Melinda Gates Foundation, Rotary has contributed more than \$2.6 billion and countless volunteer hours to end polio forever.

WHEREAS, the recent detection of the vaccine-derived poliovirus type 2 case in New York and isolates in several environmental samples collected London are stark reminders that as long as polio exists anywhere, it is a threat everywhere; and

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

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

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, do hereby proclaim October 4, 2022, as World Polio Day in Bartlett, and do hereby encourage all residents to join the Rotarians of our local club in the fight for a polio-free world.

Dated this 4th day of October 2022.



Kevin Wallace, Village President



Agenda Item Executive Summary

Item Name	Proposing the Establishment of a Special Service Area for the Townhomes at the Grasslands Subdivision	Committee or Board	Board
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BUDGET IMPACT

Amount:	N/A	Budgeted	N/A
List what fund	N/A		

EXECUTIVE SUMMARY

Attached is an Ordinance proposing the establishment of a Special Service Area for the twenty-seven (27) lot, 116-unit Townhomes at the Grasslands Subdivision (Phase 2). The establishment of a Special Service Area is necessary to provide a backup source of funding for the storm water detention system in the development if the homeowners association is unable to perform the required maintenance. The DuPage County Storm Water Ordinance requires this backup funding mechanism.

ATTACHMENTS (PLEASE LIST)

PDS Memo, SSA Data Sheet and the Ordinance Proposing the Establishment of the SSA

ACTION REQUESTED

- For Discussion Only
- Resolution
- Motion

Ordinance - Move to Approve Ordinance #2022-_____ An Ordinance Proposing the Establishment of Special Service Area Number Two for the Townhomes at the Grasslands Subdivision of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, and the issuance of bonds to an amount not to exceed \$1,332,560 for the purpose of paying the cost of providing special services in and for such Area

Staff: Kristy Stone, Interim PDS Director


Date: 09.22.2022

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM

22-087

DATE: September 22, 2022

TO: Paula Schumacher, Village Administrator

FROM: Kristy Stone, Interim PDS Director 

RE: **Proposing the Establishment of a Special Service Area for the Townhomes at the Grasslands Subdivision**

Attached for your review is an Ordinance **proposing** the establishment of a Special Service Area for the 27 lot, 116-unit Townhomes at the Grasslands Subdivision (Phase 2). The corresponding Townhomes at the Grasslands Subdivision Special Service Area Data Sheet is also attached.

This Ordinance is in keeping with the Village policy to ensure payment for the maintenance and care of storm water related public improvements in the event that the homeowner's association does not perform the required maintenance and upkeep of the system. Administrative costs incurred by the Village in connection with the future maintenance of the storm water related improvements in the Townhomes at the Grasslands Subdivision are also covered by this Ordinance.

kms/attachments
x:\comdev\memos 2022\087_grasslands2proposessa_vb.docx

SPECIAL SERVICE AREA DATA SHEET

Name: Townhomes at the Grasslands

Developer: Forestar (USA) Real Estate Group

Number of Units: 27 total lots with 23 buildings containing a total of 116 units

Bond Amount: \$1,332,560

Part of PIN #'s 06-33-101-001-0000
06-33-200-001-0000
06-33-201-014-0000

Property Owners: Bartlett 59 LLC (owner)
Forestar (USA) Real Estate Group (contract purchaser)

Important Dates:

Board Approval of Authorization Ordinance Proposing SSA	10/04/2022
Date Passed	2022-_____
60 Day Expiration	10/04/2022
Public Hearing	12/03/2022
Ordinance Establishing SSA	12/06/2022
Date Passed	2022-_____
	12/06/2022

of Acres 70.048 +/- acres

ORDINANCE NO. 2022 - _____

AN ORDINANCE proposing the establishment of Special Service Area Number Two for the Townhomes at the Grasslands Subdivision of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, and the issuance of bonds to an amount not to exceed \$1,332,560 for the purpose of paying the cost of providing special services in and for such Area.

* * * * *

PREAMBLES

WHEREAS, pursuant to the provisions of the 1970 Constitution of the State of Illinois (the "Constitution"), the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois (the "Village"), is authorized to create special service areas in and for the Village; and,

WHEREAS, the Village of Bartlett is a municipality which has a population of more than 25,000 and is therefore a home rule unit of government pursuant to Section 6 of Article 7 of the Constitution, which provides:

"Except as limited by this Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; and to incur debt . . ."

and

WHEREAS, special service areas may be established by home rule units pursuant to Section 7(l)(2) of Article VII of the Constitution, which provides:

"(1) The General Assembly may not limit the power of home rule units . . .
(2) to levy or impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of special services to those areas and for the payment of debt incurred in order to provide those special services."

and are established pursuant to the provisions of the Special Service Area Tax Law (35 ILCS 200/27-5, *et seq.*), as amended, and pursuant to the Revenue Act of 1939 of the State of Illinois, as amended; and

WHEREAS, it is in the public interest that the establishment of the area hereinafter described as a special service area for the purpose set forth herein and to be designated as Townhomes at the Grasslands Special Service Area Number Two for the property legally described as follows:

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

TRACT 1:

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

THAT PART TAKEN FOR NAPERVILLE ROAD.

hereinafter defined as the "Area" (and sometimes alternatively referred to herein as the "Property"), proposed to be subdivided into 27 lots, including 23 buildings with a total of 116 townhome units to be known as the Townhomes at the Grasslands Subdivision upon passage and approval by the Village of Bartlett President and Board of Trustees (the "Corporate Authorities") and recording of a Final Plat of Subdivision of property constituting the Area; and

WHEREAS, upon subdivision approval and development of the property constituting the Area, the Area will benefit specially from the municipal services to be provided, consisting of the management of storm water which directly affects the Area, including (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; (2) the maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and detention basins, drainage swales and ditches; (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; (4) the care, maintenance and restoration of wetland areas, and naturalized detention basins and retention ponds areas; and (5) the administrative costs incurred by the Village in connection with the above including, but not limited to insurance premiums for liability insurance coverage (collectively, the "Services"); and,

WHEREAS, the Services are unique and in addition to municipal services provided to the Village as a whole and it is, therefore, in the best interests of the Village that the establishment of the Area be considered; and,

WHEREAS, it is hereby estimated that the annual cost of providing for the ordinary maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds, drainage swales and ditches and for the ordinary maintenance and repair of storm sewers, drain tile, pipes and other conduit, and appurtenant structures, and the ordinary care and maintenance of wetland areas and naturalized detention basins and retention ponds areas (the "Ordinary Services") is \$20,000 and that the annual cost of providing the Ordinary Services will increase each year with inflation; and,

WHEREAS, in the event the Ordinary Services are not adequately performed by either the developer of the Townhomes at the Grasslands Subdivision or the homeowners association(s) for the Townhomes at the Grasslands Subdivision as determined by the Corporate Authorities in its sole discretion, it will be necessary to levy a direct annual tax not to exceed .04% per annum of the assessed value, as equalized, of all taxable property within the Area to pay the annual cost of providing the Ordinary Services; and

WHEREAS, it is the intent of this Board that the proceeds of any taxes levied pursuant to this ordinance shall be used solely and only for the purposes of maintaining storm water management facilities and wetlands, and/or naturalized and other detention basins and retention ponds areas, as hereinabove set forth, and that in no event shall funds accumulated for those purposes be used for any other purpose; and

WHEREAS, it is hereby estimated that the cost of cleaning and dredging the storm water detention basins and retention ponds, drainage swales and ditches and replacing storm sewers, drain tile, pipes and other conduit, and appurtenant structures and restoring wetland areas, and naturalized or other detention basin(s) and retention ponds

areas, which will serve the Area (the "Extraordinary Services") is \$333,140 based on current construction costs, and will in no event exceed \$1,332,560; and

WHEREAS, it is in the public interest that the issuance of bonds in the amount of \$333,140, adjusted for increases in the cost of construction as hereinafter provided, but in no event to exceed \$1,332,560, and secured by the full faith and credit of the Area be considered for the purpose of paying the cost of providing the Extraordinary Services (the "Bonds") in the event any Extraordinary Services become necessary and are not, within 90 days after written demand therefor, adequately performed by either D.R. Horton, Inc.-Midwest, an Illinois corporation, Forestar (USA) Real Estate Group Inc., a Delaware corporation, or another developer of the Townhomes at the Grasslands Subdivision, or the Townhomes at the Grasslands Homeowners Association, that make up and are included in the Area, or by a master homeowners association that includes the Area and other property, as determined by the Corporate Authorities in its sole discretion; and

WHEREAS, the proceeds of the Bonds shall be used solely and only for Services for which the Village is authorized under the provisions of the Illinois Municipal Code, as amended, to levy taxes or special assessments or to appropriate the funds of the Village, all of the Services to be in and for the Area and all of the necessary construction to be on existing public property or easements or property or easements to be acquired by the Village; and

WHEREAS, the Bonds shall be retired over a period not to exceed 20 years from the issuance thereof and shall bear interest at a rate or rates not to exceed the lesser of (i) 10% per annum, or (ii) the maximum rate then permitted by law; and

WHEREAS, the Bonds shall be retired by the levy of a direct annual tax sufficient to pay the interest on the Bonds as the same comes due and to discharge the principal thereof at maturity; and

WHEREAS, said direct annual tax shall be levied upon all taxable property within the Area for said period of not to exceed 20 years and shall be unlimited as to rate or amount and in addition to all other taxes permitted by law;

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

SECTION ONE: That the preambles of this Ordinance are hereby incorporated into this text as if set out herein in full.

SECTION TWO: That a public hearing shall be held December 6, 2022, at 7:00 o'clock P.M., Chicago time, or as soon thereafter as this matter may be heard, at the Bartlett Municipal Building, 228 South Main Street, Bartlett, Illinois (the "Hearing"), to consider (1) the establishment of the Area in the territory described in the Notice of Public Hearing set forth in Section Four hereof (the "Notice"); (2) the necessity of providing the Services described in the Notice; (3) the levy of a direct annual tax not to exceed .04% per annum of the assessed value, as equalized, of all taxable property within the Area to pay the annual cost of providing the Ordinary Services described in the Notice; and (4) the issuance of the Bonds described in the Notice.

SECTION THREE: That notice of the Hearing shall be given by publication and mailing. Notice by publication shall be given by publication at least once not less than fifteen (15) days prior to the Hearing in The Daily Herald, the same being a newspaper published and of general circulation within the Village. Notice by mailing shall

be given by depositing the Notice in the United States mails addressed to the legal owner or owners of the land lying within the Area, and to the person, persons, entity or entities in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area; provided, however, that if all of such persons or entities shall waive such Notice, Notice by mailing shall not be required. The Notice shall be mailed, unless waived, not less than ten (10) days prior to the time set for the Hearing. In the event that the taxes for the last preceding year were not paid, the Notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property.

SECTION FOUR: That the Notice shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING
Village of Bartlett, Cook, DuPage and
Kane Counties, Illinois
Special Service Area Number Two
for the Townhomes at the Grasslands Subdivision**

NOTICE IS HEREBY GIVEN that on December 6, 2022, at 7:00 o'clock P.M., Chicago time, or as soon thereafter as this matter may be heard, at the Bartlett Municipal Building, 228 South Main Street, Bartlett, Illinois, a hearing will be held by the President and Board of Trustees (the "Corporate Authorities") of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, (the "Village") to consider the establishment of Special Service Area Number Two for the proposed Townhomes at the Grasslands Subdivision to said Village, consisting of the following described territory:

THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING NORTH OF THE NORTHERLY RIGHT OF WAY

LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, SAID NORTHERLY RIGHT OF WAY LINE BEING DESCRIBED PER DOCUMENT NUMBER 414744 AND LYING WEST OF THE WEST RIGHT OF WAY LINE OF ILLINOIS ROUTE 59, EXCEPTING THEREFROM:

TRACT 1:

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

THAT PART TAKEN FOR NAPERVILLE ROAD.

and further identified as parts of PINS: 06-33-101-001-0000
06-33-200-001-0000
06-33-201-014-0000

(the "Area") which property lies within the corporate limits of the Village of Bartlett, Illinois, was rezoned by Ordinance 2021-69, and to be subdivided and is ALSO DESCRIBED AS FOR FUTURE SUBDIVISION PURPOSES upon the approval and recording of the proposed Final Plat of Subdivision for the Townhomes at the Grasslands Subdivision as follows:

LOTS 202 THROUGH 228 INCLUSIVE OF THE TOWNGHOMES AT THE GRASSLANDS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST ¼ AND THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED _____, 2022 AS DOCUMENT NO. _____;

(the "Territory").

The Territory contains approximately 70.048 +/- acres and is located at the on east side of Naperville Road, north of the Chicago, Milwaukee, St. Paul and Pacific Railroad, in the Village of Bartlett, County of Cook and State of Illinois.

The purpose of the establishment of said Townhomes at the Grasslands Subdivision Special Service Area Number Two is to provide special municipal services to said Special Service Area, consisting of the management of storm water which directly affects the Area, including (1) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; (2) the maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches; (3) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; (4) the care, maintenance and restoration of wetland areas and naturalized detention basins and retention ponds areas; and (5) the administrative costs incurred by the Village in connection with the above including, but not limited to insurance premiums for liability insurance coverage (collectively, the "Services") in the event D.R. Horton, Inc.-Midwest, an Illinois corporation, Forestar (USA) Real Estate Group Inc., a Delaware corporation, or another developer of the Townhomes at the Grasslands Subdivision Phase 2 (the "Developer"), or the Townhomes at the Grasslands Homeowners Association, or an Illinois limited liability company or other Illinois not-for-profit corporation to be formed by

the Developer to act as a master homeowners association and/or separate homeowner associations established by the Developer to, among other things, collectively perform, or hire others to collectively perform, the Services, or their respective successors, fail to adequately perform the Services as determined by the Village Corporate Authorities, in its sole discretion. All of the necessary construction to be on existing public property or easements or property or easements to be acquired by the Village; and all of said services to be in and for said Special Service Area.

The levy of a direct annual tax not to exceed .04% per annum of the assessed value, as equalized, of all taxable property within the Area to pay the annual cost of providing for the ordinary maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches and for the ordinary maintenance and repair of storm sewers, drain tile, pipes and other conduit, and appurtenant structures, and the ordinary care and maintenance of wetland areas and naturalized detention basins and retention ponds areas (the "Ordinary Services") will also be considered at such Hearing.

The issuance of bonds in the amount of \$333,140, adjusted for increases or decreases in the cost of construction from January 1, 2022 based on changes in the construction cost index published monthly in the Engineering News Record, or, if that index ceases to be published, based on such other published construction cost index as is then generally recognized, or, if no such generally recognized construction cost index is then published, based on changes in the Consumer Price Index published by the U.S. Department of Labor, or, if that index ceases to be published, the amount of the bonds that may be issued shall be increased at the rate of 4% per annum from January 1, 2020,

but in no event to exceed \$1,332,560 and secured by the full faith and credit of said Townhomes at the Grasslands Special Service Area Number Two, to pay the cost of cleaning and dredging the storm water detention and retention ponds and basins, drainage swales and ditches and replacing storm sewers, drain tile, pipes and other conduit, and appurtenant structures and restoring wetland areas and naturalized detention basins and retention ponds areas which will serve the Area (the "Extraordinary Services") hereinabove described will also be considered at said public hearing. Said bonds shall be retired over a period of not to exceed 20 years from the issuance thereof and shall bear interest at a rate or rates not to exceed the lesser of 10% per annum or the maximum rate then permitted by law. Such bonds, if issued, shall be retired by the levy of a direct annual tax sufficient to pay the principal and interest thereon, said tax to be levied upon all the taxable property within said Special Service Area for said period of not to exceed 20 years and to be unlimited as to rate or amount and in addition to all other taxes permitted by law.

All interested persons affected by the establishment of said Townhomes at the Grasslands Special Service Area Number Two or the issuance of said bonds and the levy of said taxes, including all owners of real estate located within said Special Service Area, will be given an opportunity to be heard at said hearing regarding the establishment of said Special Service Area, the necessity of providing the Services, the levy of a direct annual tax to pay for the cost of providing the Ordinary Services, the issuance of said bonds and the levy of said tax to pay principal and interest thereon, and an opportunity to file objections to the establishment of said Special Service Area, the levy of a direct annual

tax to pay for the cost of providing the Ordinary Services, the issuance of said bonds and the levy of said tax to pay principal and interest thereon.

At said public hearing, any interested persons affected by said proposed Special Service Area may file with the Village Clerk of said Village written objections to and may be heard orally in respect to any issues embodied in this notice. The President and Board of Trustees of said Village shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within the Territory to be known as the Townhomes at the Grasslands Special Service Area Number Two, and by at least 51% of the then owners of record of the land included within the boundaries of said Special Service Area is filed with the Village Clerk of said Village within 60 days following the final adjournment of said public hearing objecting to the creation of said Special Service Area, the levy or imposition of a tax or the issuance of bonds for the provision of special services to said Special Service Area, or to a proposed increase in the tax rate, no such Special Service Area may be created, or tax may be levied or imposed nor the rate increased, or no such bonds may be issued.

By order of the President and Board of Trustees of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois.

DATED: _____, 2022.

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

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

SECTION SEVEN: EFFECTIVE DATE. This Ordinance shall be in full force and effect ten days after its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: October 4, 2022

APPROVED: October 4, 2022

Kevin Wallace, 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 2022 - _____ enacted on October 4, 2022, and approved on October 4, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**WAIVER OF NOTICE
OF PUBLIC HEARING FOR THE CREATION
OF A SPECIAL SERVICE AREA
(for the proposed Townhomes at the Grasslands Special Service Area Number
Two)**

The undersigned, being the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within Special Service Area Number Two for the property legally described as:

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

TRACT 1:

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

THAT PART TAKEN FOR NAPERVILLE ROAD.

and further identified as parts of Permanent Index Numbers: 06-33-101-001-0000
06-33-200-001-0000
06-33-201-014-0000

which property lies within the corporate limits of the Village of Bartlett, Illinois, was rezoned by Ordinance 2021-69, and to be subdivided and is ALSO DESCRIBED AS FOR FUTURE SUBDIVISION PURPOSES upon the approval and recording of the proposed Final Plat of Subdivision for the Townhomes at the Grasslands Subdivision as:

LOTS 202 THROUGH 228 INCLUSIVE OF THE TOWNHOMES AT THE GRASSLANDS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST ¼ AND THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED _____, 2022 AS DOCUMENT NO. _____;

of the Village of Bartlett, DuPage, Cook and Kane Counties, Illinois, do hereby expressly waive any and all notice with respect to the creation of such Special Service Area, including, but not limited to, notice of the public hearing to be held on December 6, 2022, at 7:00 o'clock P.M., Chicago time, or as soon thereafter as this matter may be heard, at the Bartlett Municipal Building, 228 South Main Street Bartlett, Illinois (the "Hearing"), to consider:

1. The establishment of Special Service Area Number Two for the Area to be known upon its establishment as the Townhomes at the Grasslands Special Service Area Number Two.

2. The necessity of providing the following services for Townhomes at the Grasslands Special Service Area Number Two for the proposed Townhomes at the Grasslands Subdivision: The management of storm water which directly affects the Area, including (i) the cleaning and dredging of storm water detention and retention ponds and basins, drainage swales and ditches; (ii) the maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches; (iii) the maintenance, repair and replacement of storm sewers, drain tile, pipes and other conduit, and appurtenant structures; (iv) the care, maintenance and restoration of wetland areas and naturalized detention basin areas; and (v) the administrative costs incurred by the Village in connection with the above including, but not limited to insurance premiums for liability insurance coverage (collectively, the "Services").

3. The levy of a direct annual tax not to exceed .04% per annum of the assessed value, as equalized, of all taxable property within the Area to pay the annual cost of providing for the ordinary maintenance and care, including erosion control, of the lands surrounding such detention and retention ponds and basins, drainage swales and ditches and for the ordinary maintenance and repair of storm sewers, drain tile, pipes and other conduit, and appurtenant structures, and the ordinary care and maintenance of wetland areas and naturalized detention basin areas (the "Ordinary Services").

4. The issuance of bonds in the amount of \$333,140 adjusted for increases or decreases in the cost of construction from January 1, 2022 based on changes in the construction cost index published monthly in the Engineering News Record, or, if that index ceases to be published, based on such other published construction cost index as is then generally recognized, or, if no such generally recognized construction cost index is then published, based on changes in the Consumer Price Index published by the U.S. Department of Labor, or, if that index ceases to be published, the amount of the bonds that may be issued shall be increased at the rate of 4% per annum from January 1, 2022, but in no event to exceed \$1,332,560 and secured by the full faith and credit of said Special Service Area, to pay the cost of cleaning and dredging the storm water detention and retention ponds and basins, drainage swales and ditches and replacing storm sewers, drain tile, pipes and other conduit, and appurtenant structures and restoring wetland areas and naturalized detention basin areas, which will serve the Area (the "Extraordinary Services"). Said bonds shall be retired over a period of not to exceed 20 years from the issuance thereof and shall bear interest at a rate or rates not to exceed the lesser of 10% per annum or the maximum rate then permitted by law. Such bonds, if issued, shall be retired by the levy of a direct annual tax sufficient to pay the principal and interest thereon, said tax to be levied upon all the taxable property within said Special Service Area for said period of not to exceed 20 years and to be unlimited as to rate or amount and in addition to all other taxes permitted by law.

Dated: _____, 2022

(Person to whom last Real Estate Tax Bill Mailed)

Dated: _____, 2022

OWNER:

By: _____
Name: _____
Its: Manager

By: _____
Name: _____
Its: Manager



Agenda Item Executive Summary

Item Name Release of Utilities and Recapture Agreement
for Eastfield Subdivision Committee
or Board Board

BUDGET IMPACT

Amount: N/A Budgeted N/A
List
what N/A
fund

EXECUTIVE SUMMARY

In 2014 the Village approved of a certain Utility and Recapture Agreement with BAPS Chicago, LLC ("BAPS") allowing it to recapture its expenditures for certain public improvements that benefited other properties in the area. The Recapture Agreement was recorded, and under its terms the Village is obligated to see to it that the benefited property owners pay the recapture amount attributable to its property. However, BAPS and Pulte entered an agreement in connection with the development of what is now known as the Eastfield Subdivision, whereby Pulte constructed a drive or street that benefited and provided access for the BAPS property.

The public improvements for the Eastview Subdivision have been completed and BAPS has executed the attached Release of Utilities and Recapture Agreement, and both BAPS and Pulte have requested the Village execute that document as well. The Agreement provides that Pulte may record it after it has been signed by the Village.

ATTACHMENTS (PLEASE LIST)

Village Attorney memo, resolution

ACTION REQUESTED

- For Discussion Only
- Resolution
- Motion

Ordinance - Move to Approve Resolution #2022-_____ A Resolution Approving the Release of Utilities and Recapture Agreement for the Eastfield Subdivision

Staff: Kristy Stone, Interim PDS Director

Date: 09.22.2022

BRYAN E. MRAZ
BEM@MRAZLAW.COM

DAVID W. GULLION
ASSOCIATE
DWG@MRAZLAW.COM

MEMORANDUM

TO: President and Board of Trustees of the Village of Bartlett
Paula Schumacher, Village Administrator

FROM: Bryan E. Mraz, Village Attorney

DATE: September 23, 2022

RE: Release of Recapture Rights Against the Eastfield Subdivision

In 2014 the Village approved of a certain Utility and Recapture Agreement with BAPS Chicago, LLC ("BAPS") allowing it to recapture its expenditures for certain public improvements that benefited other properties in the area. The Recapture Agreement was recorded, and under its terms the Village is obligated to see to it that the benefited property owners pay the recapture amount attributable to its property. However, BAPS and Pulte entered an agreement in connection with the development of what is now known as the Eastfield Subdivision, whereby Pulte constructed a drive or street that benefited and provided access for the BAPS property.

The public improvements for the Eastview Subdivision have been completed and BAPS has executed the attached Release of Utilities and Recapture Agreement, and both BAPS and Pulte have requested the Village execute that document as well. The Agreement provides that Pulte may record it after it has been signed by the Village.

Accordingly, I have attached "A Resolution Approving the Release of Utilities and Recapture Agreement for the Eastfield Subdivision" for the Board's consideration and approval.

RESOLUTION _____

**A RESOLUTION APPROVING THE RELEASE OF UTILITIES AND
RECAPTURE AGREEMENT FOR THE EASTFIELD SUBDIVISION**

WHEREAS, pursuant to a certain Utilities and Recapture Agreement by and between the Village of Bartlett (the "Village") and BAPS Chicago, LLC, a Delaware limited liability company ("BAPS") dated on or about May 6, 2014, and approved by Village of Bartlett Resolution 2014-36R, relative to recapture fees payable to BAPS for certain off-site improvements that BAPS paid for and installed that benefitted other property known as Area 1 depicted on Exhibit G to said Agreement, that was recorded in the office of the DuPage County Recorder of Deeds as Document R2014-039225, which is expressly incorporated herein by this reference (the "Recapture Agreement") that included as a benefitted property what is now known as the Eastfield Subdivision which is legally described on Group Exhibit A to the Release of Utilities and Recapture Agreement appended hereto as Exhibit 1 (the "Eastfield Subdivision Property"); and

WHEREAS, Pulte Homes Company, LLC, a Michigan limited liability company ("Pulte") developed and constructed the Eastfield Subdivision Property; and

WHEREAS, BAPS and Pulte entered a separate agreement relative to the recapture obligation imposed on the Eastfield Subdivision Property under the Recapture Agreement, the terms of which have been satisfied by Pulte, and BAPS has executed the Release of Utilities and Recapture Agreement appended hereto as Exhibit 1, satisfying, releasing, cancelling and discharging its lien for recapture fees and interest as to the Eastfield Subdivision Property;

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 Release of Utilities and Recapture Agreement appended hereto as Exhibit 1 is hereby approved, and the Village President and the Village Clerk are hereby authorized and directed to execute and attest, respectively, the Release of Utilities and Recapture Agreement on behalf of the Village.

SECTION TWO: That the Village Clerk is authorized, upon execution and attestation thereof, to deliver the original Release of Utilities and Recapture Agreement to Pulte, or its attorney, for recording of the same in the office of the DuPage County Recorder of Deeds.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2022 - _____ enacted on _____, 2022, and approved on _____, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Prepared by:
Patti A. Bernhard
Rosanova & Whitaker, Ltd.
127 Aurora Avenue
Naperville, IL 60540

After recording return to:
JoAnne M. Bowers
Pulte Group
1900 East Golf Road, Suite 300
Schaumburg, IL 60173

RELEASE OF UTILITIES AND RECAPTURE AGREEMENT

The undersigned, Village of Bartlett, an Illinois Municipal Corporation (“Village”) and BAPS CHICAGO, LLC, a Delaware limited liability company (“BAPS”) do hereby release Pulte Home Company, LLC, a Michigan limited liability company, and any third party purchaser of a lot in the Eastfield Subdivision, legally described herein at Group Exhibit A, of any and all obligations to pay any recapture fees or interest authorized under the Utilities and Recapture Agreement recorded against the real estate described herein at Group Exhibit A, forever satisfying, releasing, cancelling, and discharging any lien for recapture fees and interest as to the real estate legally described at Group Exhibit A, attached hereto and incorporated herein, pursuant to the “Utilities and Recapture Agreement,” between the Village and BAPS.

Said Utilities and Recapture Agreement was approved by the Village and executed by the Village and BAPS and on or about May 6, 2014 as Resolution 2014-36-R, relative to recapture fees for certain off-site improvements for the benefitted property known as Area I and depicted on Exhibit G in the Utilities and Recapture Agreement. Said Utilities and Recapture Agreement was recorded in the DuPage County Recorder of Deeds Office as Document Number: R2014-039225 (“Recapture Agreement”) against the real estate legally described herein.

Legal Description:

Attached hereto as Group Exhibit A

[Signatures on following pages]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on _____, _____, 2022.

VILLAGE OF BARTLETT,
an Illinois Municipal Corporation

By: _____
_____, Village President

Attest: _____
_____, Village Clerk

**GROUP EXHIBIT A
LEGAL DESCRIPTION**

ORIGINAL LEGAL DESCRIPTION

THAT PART OF LOTS 1, 2, 3 AND 4 IN FARMSTEAD ASSESSMENT PLAT, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1985 AS DOCUMENT NUMBER R85-78541, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE WESTERLY LINE OF PETERSDORF ROAD AS DEDICATED PER DOCUMENT NO. R85-41668, SAID WESTERLY LINE BEING PARALLEL WITH AND 40 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 15, AND THE NORTHERLY LINE OF ARMY TRAIL ROAD, AS DEDICATED PER DOCUMENT NO. 598388; THENCE SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 64.43 FEET (RECORD 62.97 FEET); THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE NORTHERLY LIMITS OF THE PROPERTY DESCRIBED IN CASE NO. 94 L 00466 IN THE CIRCUIT COURT FOR THE 18TH JUDICIAL CIRCUIT, DUPAGE COUNTY: 1) NORTH 00 DEGREES 30 MINUTES 20 SECONDS WEST A DISTANCE OF 20.00 FEET (RECORD 20.00 FEET); 2) SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 250.00 FEET (RECORD 250.00 FEET); 3) SOUTH 00 DEGREES 30 MINUTES 20 SECONDS EAST A DISTANCE OF 5.00 FEET (RECORD 5.00 FEET); 4) SOUTH 89 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 207.98 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 20 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE A DISTANCE OF 1145.97 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 40 SECONDS EAST PARALLEL WITH THE NORTH LINE OF ARMY TRAIL ROAD A DISTANCE OF 542.17 FEET TO THE WEST LINE OF SAID PETERSDORF ROAD; THENCE SOUTH 00 DEGREES 28 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF SAID PETERSDORF ROAD A DISTANCE OF 1161.14 FEET TO SAID POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS.

Commonly known as: 5N098 Petersdorf Road, Bartlett, Illinois 60103

Permanent Index No: 01-15-303-029

EASTFIELD SUBDIVISION LEGAL DESCRIPTION

LOTS 1 THROUGH 29 IN EASTFIELD, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 7, 2020 AS DOCUMENT NUMBER R2020-115440 IN DUPAGE COUNTY, ILLINOIS.

Lot No.	PIN#	Address
1	01-15-307-002	1711 Eastfield Drive Bartlett, IL 60103
2	01-15-307-003	1717 Eastfield Drive Bartlett, IL 60103
3	01-15-307-004	1723 Eastfield Drive Bartlett, IL 60103
4	01-15-307-005	1728 Eastfield Drive Bartlett, IL 60103
5	01-15-307-006	1735 Eastfield Drive Bartlett, IL 60103
6	01-15-307-007	1741 Eastfield Drive Bartlett, IL 60103
7	01-15-307-008	1747 Eastfield Drive Bartlett, IL 60103
8	01-15-307-009	1753 Eastfield Drive Bartlett, IL 60103
9	01-15-307-010	1759 Eastfield Drive Bartlett, IL 60103
10	01-15-307-011	1765 Eastfield Drive Bartlett, IL 60103
11	01-15-303-047	1798 Eastfield Drive Bartlett, IL 60103
12	01-15-303-046	1792 Eastfield Drive Bartlett, IL 60103
13	01-15-303-045	1786 Eastfield Drive Bartlett, IL 60103
14	01-15-303-044	1780 Eastfield Drive Bartlett, IL 60103
15	01-15-303-043	1774 Eastfield Drive Bartlett, IL 60103

16	01-15-303-042	1768 Eastfield Drive Bartlett, IL 60103
17	01-15-303-041	1762 Eastfield Drive Bartlett, IL 60103
18	01-15-303-040	1756 Eastfield Drive Bartlett, IL 60103
19	01-15-303-039	1750 Eastfield Drive Bartlett, IL 60103
20	01-15-303-038	1744 Eastfield Drive Bartlett, IL 60103
21	01-15-303-037	1738 Eastfield Drive Bartlett, IL 60103
22	01-15-303-036	1732 Eastfield Drive Bartlett, IL 60103
23	01-15-303-035	1726 Eastfield Drive Bartlett, IL 60103
24	01-15-303-034	1720 Eastfield Drive Bartlett, IL 60103
25	01-15-303-033	1714 Eastfield Drive Bartlett, IL 60103
26	01-15-303-032	1708 Eastfield Drive Bartlett, IL 60103
27	01-15-303-031	1702 Eastfield Drive Bartlett, IL 60103
28	01-15-307-001	1705 Eastfield Drive Bartlett, IL 60103
Outlot 29	01-15-303-030	Detention Petersdorf and Army Trail Roads, Bartlett, IL

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: Sale of 2017 Elgin Crosswind Sweeper
Date: September 26, 2022

The Village Board authorized the most recent sale of surplus property on June 7, 2022. The items were to be sold on Obenauf Auction Services, an online auction service that has been utilized in the past for Village equipment.

One such item that was included was a 2017 Elgin Crosswind Sweeper. The Sweeper is no longer necessary to own due to the new Street Sweeping Contract with CleanSweep.

Standard Equipment, the company that owns Elgin Sweepers, was interested in purchasing the Village's Crosswind for \$110,000. They will use the sweeper to rent to communities and eventually sell. Staff proceeded with the online auction, putting the base bid (lowest acceptable) at \$110,000. The Crosswind was on the online auction for two (2) weeks, and failed to reach the offer of \$110,000.

Selling the Crosswind to Standard Equipment for the above-mentioned price would essentially pay for an entire year of the street sweeping service through CleanSweep.

Attached is an ordinance authorizing the sale of the Elgin Crosswind to Standard Equipment for the amount proposed.

MOTION

**MOTION TO APPROVE ORDINANCE # 2022-____, AN ORDINANCE
AUTHORIZING THE SALE TO STANDARD EQUIPMENT OF SURPLUS PROPERTY
OWNED BY THE VILLAGE OF BARTLETT**



Mr. Tyler Isham
Assistant Director of Public Works
Village of Bartlett
1150 Bittersweet Drive
Bartlett, IL 60103

September 26, 2022

Dear Tyler,

Please use this letter as a formal offer on the purchase of a street sweeper owned by the Village of Bartlett as described below.

2017 Freightliner vin 1FVACXDT9HHJG4112
2017 Elgin Crosswind Serial number JS41068

Offer price \$110,000.00

**This offer is valid until October 5, 2022.

Thank you for your time and consideration in this matter.

Best regards,

A handwritten signature in cursive script that reads "Joseph Donlon".

Joseph Donlon
Director-Custom Rebuilt
Standard Equipment Company

ORDINANCE 2022-____

AN ORDINANCE AUTHORIZING THE SALE TO STANDARD EQUIPMENT OF SURPLUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF BARTLETT

WHEREAS, the Illinois Municipal Code requires the adoption of an ordinance passed by a simple majority of the corporate authorities then holding office declaring personal property that the Village of Bartlett (the "Village") desires to sell "no longer necessary or useful to or for the best interest of" the Village, and that transfer of said personal property be set in any manner that the corporate authorities may designate with or without advertising the sale (65 ILCS 5/11-76-4); and

WHEREAS, the 2017 Elgin Crosswind Street Sweeper was deemed surplus by the Village Board and placed on public auction and did not receive the minimum bid reserve; and

WHEREAS, staff has recommended that the Corporate Authorities authorize the sale of the used Elgin Crosswind Sweeper as it is no longer necessary or useful or for the best interest of the Village, to Standard Equipment for the price of \$110,000.00;

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

SECTION ONE: Pursuant to Section 11-76-4 of the Illinois Municipal Code, the President and Board of Trustees of the Village (the "Board") hereby find and declare that the Elgin Crosswind Sweeper is no longer necessary or useful to or for the best interest of the Village.

SECTION TWO: Pursuant to said Section 11-76-4 and the Village's home rule authority, the Board authorizes the Village Administrator, or her designee, to sell the Elgin Crosswind Sweeper to Standard Equipment.

SECTION THREE: The Village Administrator and the Assistant Village Administrator, or either of them, are each hereby authorized and directed to sign vehicle titles and such other documents as may be necessary to transfer ownership of the Surplus Vehicles and Equipment as provided herein upon receipt of the proceeds of the sale.

SECTION FOUR: SEVERABILITY. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

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

SECTION SEVEN: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, by a vote of majority of the corporate authorities and approval in the manner provided by law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: October 4, 2022

APPROVED: October 4, 2022

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

C E R T I F I C A T I O N

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 2022- _____ enacted on October 4, 2022, and approved on October 4, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Agenda Item Executive Summary

Item Name Metropolitan Water Reclamation District of
Greater Chicago Sewer Service Agreement Third Committee
Amendment or Board Board

BUDGET IMPACT

Amount:	\$ N/A	Budgeted	N/A
List what fund	N/A		

EXECUTIVE SUMMARY

As you are aware, we are under design for a new lift station and force main to the Bittersweet WWTP so we can abandon the Devon Excess Flow Facility and eliminate the IEPA permit issues. Staff has worked with MWRD to allow us to extend the removal of the restrictor at the Berteau Lift Station until July 1, 2024. This enables us to complete the design and install the lift station and forcemain.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, MWRD Sewer Service Agreement

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move the Village Board approve Resolution 2022 - _____, a Resolution Approving the Third Amendment to the Sewer Service Agreement Between the Village of Bartlett and the Metropolitan Water Reclamation District of Greater Chicago.

Staff: Dan Dinges, Director of Public Works Date: 09/15/22

Memo

DATE: September 15, 2022

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Metropolitan Water Reclamation District of Greater Chicago Sewer Service Agreement Third Amendment

As you are aware, we are under design for a new lift station and force main to the Bittersweet WWTP so we can abandon the Devon Excess Flow Facility and eliminate the IEPA permit issues. Staff has worked with MWRD to allow us to extend the removal of the restrictor at the Berteau Lift Station until July 1, 2024. This enables us to complete the design and install the lift station and forcemain.

We recommend that the Village Board approve the third amendment with MWRD.

MOTION: I move the Village Board approve Resolution 2022 - _____, a Resolution Approving the Third Amendment to the Sewer Service Agreement Between the Village of Bartlett and the Metropolitan Water Reclamation District of Greater Chicago.

RESOLUTION 2022 - _____

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

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

SECTION ONE: The Agreement dated October 4, 2022, between the Metropolitan Water Reclamation District of Greater Chicago and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: October 4, 2022

APPROVED: October 4, 2022

Kevin Wallace, 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 2022 - _____ enacted on October 4, 2022, and approved on October 4, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

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

THIS THIRD AMENDMENT TO A SEWER SERVICE AGREEMENT WITH BARTLETT, ILLINOIS (“Third Amendment”) is made and entered into between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO (“DISTRICT”), a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois, and the VILLAGE OF BARTLETT (“VILLAGE”), a municipal corporation, organized and existing under the laws of the State of Illinois (for convenience, the DISTRICT and the VILLAGE may be referred to collectively as the “PARTIES”).

WITNESSETH THAT:

WHEREAS, the DISTRICT and the VILLAGE entered into an agreement dated March 4, 1971 (“Agreement”) in which the VILLAGE agreed to install a weir in a sewer owned by the VILLAGE leading to the VILLAGE’s Bartlett Sewage Treatment Works; and

WHEREAS, the weir was to be set at a position which would allow the DISTRICT to accept one-and-a-half times the average dry weather flow from the VILLAGE’s sewers in the Cook County area of the VILLAGE to the DISTRICT’s Hanover Park Water Reclamation Plant (“Hanover Park WRP”) for treatment; and

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

WHEREAS, the weir was replaced with a diversion structure with a restrictor pipe; and

WHEREAS, in 2004, due to new development, the VILLAGE increased the size of the restrictor to divert more flow to the Hanover Park WRP pursuant to DISTRICT Sewerage System Permit 84-091 (RL 03-063), which allowed for major modifications to the diversion structure controlling the flow to the DISTRICT-owned Bartlett Pumping Station (“2004 Restrictor Modifications”); and

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

WHEREAS, the DISTRICT's Bartlett Pumping Station has the capability to handle one-and-a-half times the dry weather flow from the VILLAGE's sewers in the Cook County area of the VILLAGE tributary to the DISTRICT's Hanover Park WRP; and

WHEREAS, the Agreement was amended on December 6, 2016, to allow the DISTRICT to accept additional flows from the VILLAGE by temporary removal of the restrictor in the VILLAGE-owned sewer tributary to the VILLAGE's Bartlett Sewage Treatment Works (the "First Amendment"). The First Amendment was to assist the VILLAGE to temporarily meet its NPDES Permit limits while researching and implementing a permanent solution; and

WHEREAS, under the First Amendment to the Agreement, the restrictor was to be replaced by the VILLAGE in the sewer no later than January 1, 2020; and

WHEREAS, under the Second Amendment to the Agreement, the restrictor was to be replaced by the VILLAGE in the sewer no later than January 1, 2023; and

WHEREAS, the VILLAGE has requested additional time to implement and construct a permanent solution for treatment of excess flows; and

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

WHEREAS, the PARTIES agree that the most expeditious and effective manner for the VILLAGE to permanently come into compliance with NPDES Permit No. IL0027618 is to further amend the Agreement to allow the VILLAGE to extend the restrictor replacement deadline to July 1, 2024, and for the District to treat excess flows at the Hanover Park WRP while the VILLAGE completes its permanent solution for treatment of excess flows.

NOW THEREFORE in consideration of the promises, mutual covenants, and agreements

herein contained, it is agreed by and between the PARTIES as follows:

1. The DISTRICT agrees to accept discharge of flows tributary to the Devon Excess Flow Facility until July 1, 2024. Said flows shall not be in excess of the current capacity of the Bartlett Pumping Station as determined by the DISTRICT. If the flow at any time exceeds the capacity of the Bartlett Pumping Station, the flow will be diverted back to the Devon Excess Flow Facility. Current operating procedures for monitoring and notification will remain in effect.
2. The DISTRICT shall only accept flows that originate in the Cook County portion of the VILLAGE.
3. The VILLAGE shall replace the restrictor in the sewer no later than July 1, 2024. The DISTRICT may require a sewerage system permit if the VILLAGE replaces the restrictor with a different diversion structure than the 2004 Restrictor Modification.
4. In no event will the DISTRICT accept more than one-and-a-half times the current dry weather flow from the VILLAGE's Cook County-area sewers.
5. While the District agrees to accept flows within the current capacity of the Bartlett Pumping Station, as determined by the DISTRICT, the DISTRICT does not warrant or otherwise guarantee that the capacity will be sufficient to bring the VILLAGE into compliance with NPDES Permit No. IL0027618. The PARTIES recognize that there may be times when the District cannot manage all of the flows from the Cook County area of the VILLAGE.
6. This Third Amendment to the Sewer Service Agreement with the VILLAGE shall expire on July 1, 2024, at which time the terms of the original Agreement dated March 4, 1971 shall control.
7. All other provisions of the Agreement dated March 4, 1971 and the First and

Second Amendments not specifically mentioned herein shall remain in full force and effect.

SIGNATORY PAGE

IN WITNESS WHEREOF, the VILLAGE OF BARTLETT and the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, the PARTIES hereto, have each caused this Third Amendment to be executed, in quadruplicate, by their duly authorized officers to be duly attested and their seals to be hereunto affixed.

APPROVED FOR THE VILLAGE OF BARTLETT

AS TO ENGINEERING:

By: _____
Village Engineer

Date: _____

AS TO FORM AND LEGALITY:

By: _____
Village Attorney

Date: _____

ATTEST:

By: _____

Date: _____

APPROVED FOR THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

AS TO ENGINEERING:

By: _____
Engineer of Local Sewers

Date: _____

By: _____
Assistant Director of Engineering

Date: _____

By: _____
Director of Engineering

Date: _____

AS TO FORM AND LEGALITY:

By: _____
Head Assistant Attorney

Date: _____

By: _____
General Counsel

Date: _____

APPROVED:

By: _____
Executive Director

Date: _____

By: _____
Chairman, Committee on Finance of the
Board of Commissioners

Date: _____

ATTEST:

By: _____
Clerk

Date: _____



Agenda Item Executive Summary

Item Name Metra Easement Agreement Committee or Board Board

BUDGET IMPACT

<i>Amount:</i>	<u>Up to \$150,000 contribution from Metra</u>	<i>Budgeted</i>	<u>N/A</u>
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<i>List what fund</i>	<u>Capital Program</u>		
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EXECUTIVE SUMMARY

Attached please find an intergovernmental agreement with Metra for sidewalk and landscape enhancements along the Metra rail. Metra has committed to contribute up to \$150,000 (~50%) towards improving sidewalk connections and creating more greenspace along the railroad tracks. These improvements will greatly improve the aesthetics of the downtown and increase pedestrian safety for commuters and residents. The plan is to include these improvements with resurfacing of the Bartlett Ave.

The second step in the process is to approve of an easement agreement between the Village of Bartlett and Metra for the area that is being improved upon by the Village in Metra ROW.

We recommend that the easement agreement with Metra be approved.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Easement Agreement & Exhibit

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move the Village Board approve Resolution 2022 - _____, a Resolution Authorizing the Execution of the Easement Agreement for Sidewalk and Landscape Work at the Metra Bartlett Commuter Facility.

Staff: Tyler Isham, Asst. Director of Public Works Date: 09/26/22

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: **Metra Easement Agreement**
Date: September 26, 2022

The Village Board entered into an Intergovernmental Agreement with Metra on June 1, 2021 for landscape and sidewalk improvements. Metra has committed to contribute up to \$150,000 (~50%) towards improving sidewalk connections and creating more greenspace along the railroad tracks. These improvements will greatly improve the aesthetics of the downtown and increase pedestrian safety for commuters and residents. The plan is to include these improvements with resurfacing of the Bartlett Ave.

The second step in the process is to approve of an easement agreement between the Village of Bartlett and Metra for the area that is being improved upon by the Village in Metra ROW.

We recommend that the easement agreement with Metra be approved.

MOTION

**MOTION TO APPROVE RESOLUTION # 2022-____, A RESOLUTION AUTHORIZING
THE EXECUTION OF THE EASEMENT AGREEMENT FOR SIDEWALK AND
LANDSCAPE WORK AT THE METRA COMMUTER FACILITY**

RESOLUTION 2022 - _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE
EASEMENT AGREEMENT FOR SIDEWALK AND LANDSCAPE WORK AT THE
METRA COMMUTER FACILITY**

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 Easement Agreement (the "Agreement") Between the Village of Bartlett and Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation (Metra), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved, subject to such minor modifications as may be approved by the Village Attorney.

SECTION TWO: The President and Village Clerk of the Village of Bartlett are authorized to sign and attest, respectively, the Agreement on behalf of the Village.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: October 4, 2022

APPROVED: October 4, 2022

Kevin Wallace, 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 2022 - _____ enacted on October 4, 2022 and approved on October 4, 2022 as the same appears from the official records of the Village of Bartlett.

Secretary

EASEMENT AGREEMENT

Prepared by:
Keith H. Pardonnet Esq.

Metra
547 West Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate and
Contract Management
Phone: (312) 542-8189

After recording return to:

Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103
Attn: Village Administrator
Phone: (630) 837-0800

PIN: (portions of) 06-35-500-
003-0000, 06-35-500-004-0000,
and 06-34-500-003-0000
(Cook County)

(Above Space for Recorder's Use Only)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") between the Commuter Rail Division of the Regional Transportation Authority a division of an Illinois municipal corporation whose address is 547 West Jackson Boulevard, Chicago, Illinois 60661 ("**Metra**") and the Village of Bartlett, an Illinois municipal corporation whose address is 228 South Main Street, Bartlett, Illinois 60103 ("**Grantee**").

PRELIMINARY STATEMENT

Metra and Grantee entered into that certain Intergovernmental Funding Agreement for Sidewalk and Landscaping work at the Metra Bartlett Commuter Facility on June 10, 2022 ("**IGA**") whereby Metra is to reimburse Grantee for adding, extending, and replacing various segments of sidewalk and installing landscaping ("**Improvements**") on Metra's Milwaukee District West Line ("**MD-W**") right-of-way ("**ROW**") in Bartlett, Illinois. Metra is granting this easement ("**Easement**") to allow Grantee to maintain, repair, replace, and utilize the Improvements on Metra's property.

NOW, THEREFORE, Metra hereby grants to Grantee a non-exclusive easement for the use of the Premises to allow Grantee to maintain, repair, replace, and utilize the Improvements on Metra's property ("**Permitted Use**"). This Easement allows Grantee to use certain of Metra's property in Bartlett, being portions of PIN 06-34-500-003-0000, 06-35-500-003-0000, and 06-35-500-004-0000, located on MD-W ROW between Western Avenue and a point 423 feet east of the centerline of Berteau Avenue, GPS coordinates, 41.991460, -88.178754 to 41.992951, -88.188688 (Milepost 29.72 to Milepost 30.26), between those limits, this Easement allows Grantee to utilize two 25 foot wide strips of property, one on each side of the MD-W tracks, as the northernmost 25 feet and the southernmost 25 feet of the Metra MD-W ROW (combined, the "**Premises**") as delineated on **Exhibit A** attached to and made a part of this Agreement. This Easement is granted upon the following express conditions, terms, and covenants to be observed, kept, and performed by Grantee:

1. As one of the considerations for this Easement, Grantee agrees to pay to Metra the sum of \$2,500 for the cost of preparing this Easement, payable in advance.

3. The Improvements on the Premises include sidewalks and landscaping each approved by Metra. This Easement allows Grantee to utilize, maintain, repair, replace, or remove the Improvements ("**Permitted Use**"). Except for periods of maintenance, repair, replacement, or removal of the Improvements, Grantee shall not permit any equipment to be placed, or remain on or around the Premises or other of Metra's property (the "**Property**"). Grantee, at its own cost and expense, shall maintain the improvements including but not limited to snow removal and minimizing trip hazards on the sidewalks and trimming the landscaping appropriately for the types of plantings. Metra may require trimming or removal of landscaping elements if said elements are found to interfere with train engineer sightlines or any other safety concern. Following periods of maintenance, repair, replacement, or removal of the Improvements, Grantee shall remove any debris and restore, or cause to be restored the Premises and the Property to a state satisfactory to Metra. In the event Grantee fails to cause the Premises and the Property to be restored to the reasonable satisfaction of Metra, Metra may restore the Premises and Property and Grantee shall reimburse Metra for all costs and expenses incurred by Metra for said restoration.

4. The interests conveyed herein shall be subject to all other existing or future third-party uses of the Premises permitted by Metra. Metra reserves the exclusive right to allow other uses over, under, across, parallel with, or within the Premises, provided that such uses do not unreasonably interfere with Grantee's Permitted Use.

5. Metra shall have the right to retain existing improvements at the location of the Premises and also shall have the right at any and all times in the future to construct and maintain additional improvements as Metra may from time to time elect over, under, across, parallel with, or within the Premises, provided that such uses do not unreasonably interfere with Grantee's Permitted Use. Nothing shall be done or suffered to be done by Grantee that will in any manner impair the usefulness or safety of the existing improvements of Metra or of such improvements as Metra may construct or allow to be constructed in the future.

6. To the fullest extent permitted by law, Grantee hereby assumes and agrees to release, acquit, and waive any rights against and discharge Metra, the Regional Transportation Authority ("**RTA**") and the Northeast Illinois Regional Commuter Railroad Corporation ("**NIRCRC**"), their respective directors, administrators, officers, employees, agents, successors, assigns, and all other

persons, firms, and corporations acting on their behalf or with their authority, from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, and on account of damage to or destruction of property arising from any accident or incident which may occur to or be incurred by Grantee, its employees, officers, agents, and all other persons acting on its behalf while on the Premises or the Property or whether or not such injuries or damages are caused by the actions, omissions, or negligence of Metra, the RTA or the NIRCRC. Notwithstanding anything in this Easement to the contrary, the releases and waivers contained in this paragraph shall survive termination of this Easement.

7. To the fullest extent permitted by law, Grantee agrees to indemnify, defend, and hold harmless Metra, the RTA, and the NIRCRC, their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments, and expenses of every kind and nature (including court costs and attorneys' fees) as a result of claims, demands, actions, suits, proceedings, judgments, or settlements, arising out of or in any way relating to or occurring in connection with Grantee's use of or the condition of the Premises or whether or not such injuries, liabilities, losses, damages, costs, payments, or expenses are caused by the actions, omissions, or negligence of Metra, the RTA, or the NIRCRC. Metra agrees to notify Grantee in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. Grantee further agrees to defend Metra, the RTA, the NIRCRC, their respective directors, administrators, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision, whether such claims, suits, actions or proceedings are rightfully or wrongfully made or filed; provided, however, that Metra, the RTA, and the NIRCRC, may elect to participate in the defense thereof at their own expense or may, at their own expense, employ attorneys of their own selection to appear and defend the same on behalf of Metra, the RTA, the NIRCRC, and their respective directors, administrators, officers, agents or employees. Grantee shall not enter into any compromise, or settlement of any such claims, suits, actions, or proceedings without the consent of Metra, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Agreement.

8. Metra is aware that Grantee is a member of the Intergovernmental Risk Management Agency ("IRMA"). As a Member of IRMA, Grantee shall not be required to obtain additional insurance pursuant to this Agreement.

9. Grantee shall pay the cost of repairing, replacing, maintaining, and utilizing the Improvements on the Premises in accordance with all applicable federal, State, and local laws, ordinances, rules, and regulations.

10. Metra shall permit Grantee reasonable right of entry to the Premises for the purpose of routine maintenance and utilization of said Improvements. Grantee's contractor(s) will be required to enter into a Right of Entry Agreement with Metra prior to any access to the Premises for the purpose(s) of installation, construction, reconstruction, repair, replacement, or removal of said Improvements. An application for a Right of Entry Agreement can be found at Metra's website: <https://metra.com/real-estate-leasing>, or by contacting Metra's Right of Way Administrator at 312-542-8189. Grantee shall contact Metra's Right of Way Administrator prior to performing any

construction, revision, or action to the Improvements or on the Premises or Property beyond that which would be reasonably considered routine maintenance and/or utilization of the Improvements. Said construction, revision, or action may require railroad flagging protection and/or revised insurance requirements depending on the scope of the work to be performed and the proximity of said work to the live tracks. Metra reserves the right to have a representative present during any construction, including on or adjacent to the Premises, but in no way waives any rights by failing to have said representative present.

11. Grantee agrees that it will pay all costs of any and all work performed upon the right of way and tracks of Metra which shall be made necessary by the maintenance, repair, replacement, removal, or presence thereon of said Improvements. To the extent that in the reasonable opinion of Metra or its designee, flagging and supervisory services are deemed necessary by reason of the repair, renewal, replacement, alteration, or removal of said Roadway, Grantee shall, upon receipt of a bill or invoice therefor, reimburse Metra or its designee for the reasonable cost and expense of furnishing such flagging and supervisory services.

12. Any rights to the Premises not specifically granted to Grantee are reserved to Metra. All rights and interest in and to said Premises shall revert to Metra if Grantee vacates, abandons, or ceases to use the Premises for a period of 12 consecutive months. In such event, Grantee shall, upon Metra's request, execute appropriate documents releasing Grantee's interests.

13. Grantee shall not suffer any mechanics,' laborers,' or materialmen's lien to be filed against the Premises, or any interest therein by reason of any work, labor, services, or materials performed at or furnished to, or claimed to have been performed at or furnished to, the Premises, by, or at the direction of sufferance of, Grantee, or anyone holding the Premises through or under Grantee. In the event such lien is filed against the Premises, shall promptly satisfy, and discharge such lien upon notice thereof.

14. All notices, demands and elections required or permitted to be given or made by either Party upon the other under the terms of this Easement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail, return receipt requested, with proper postage prepaid, or hand delivered to the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, , or on the day of delivery if hand delivered. Notices sent by certified or registered mail shall be deemed delivered three (3) days after deposited in the U.S. mail. Notices sent by overnight carrier shall be deemed delivered on the day delivered. Notice to parties shall be delivered as follows:

(a) If to the Grantee:

Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103
Attn: Village Administrator
Phone: (630) 837-0800

(b) If to Metra:

Commuter Rail Division
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate & Contract Management
Phone: (312) 542-8189

15. This Easement may be terminated by Metra effective sixty (60) days after giving notice to Grantee if Grantee ceases to operate or maintain the roadway.

16. This Easement Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. No waiver of any obligation or default of Grantee shall be implied from omission by Metra to take any action on account of such obligation or default. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties. This Easement shall be interpreted under the laws of the State of Illinois. All actions or proceedings arising directly or indirectly or otherwise in connection with, out of or from this Agreement shall be litigated only in a court having a situs within the County or Counties of the State of Illinois that the Premises is located. Grantee hereby consents and submits to the jurisdiction of any local, state, or federal court located within said County or Counties and State and hereby waives any right it may have to transfer or change the venue of any litigation arising directly or indirectly or otherwise in connection with, out of, or from this Agreement.

GRANTEE ACKNOWLEDGES THAT INSTRUMENTS OF RECORD, COURT DECISIONS, OR THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED MAY LIMIT THE QUALITY OF METRA'S TITLE. GRANTEE FURTHER ACKNOWLEDGES THAT THE EASEMENT IS SUBJECT TO THESE POSSIBLE LIMITATIONS.

(Signature Page to Follow)

IN WITNESS WHEREOF, this instrument is executed and enforceable as of the later signature below.

**COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION
AUTHORITY d/b/a METRA:**

VILLAGE OF BARTLETT:

By: _____

By: _____

Name: James M. Derwinski

Name: _____

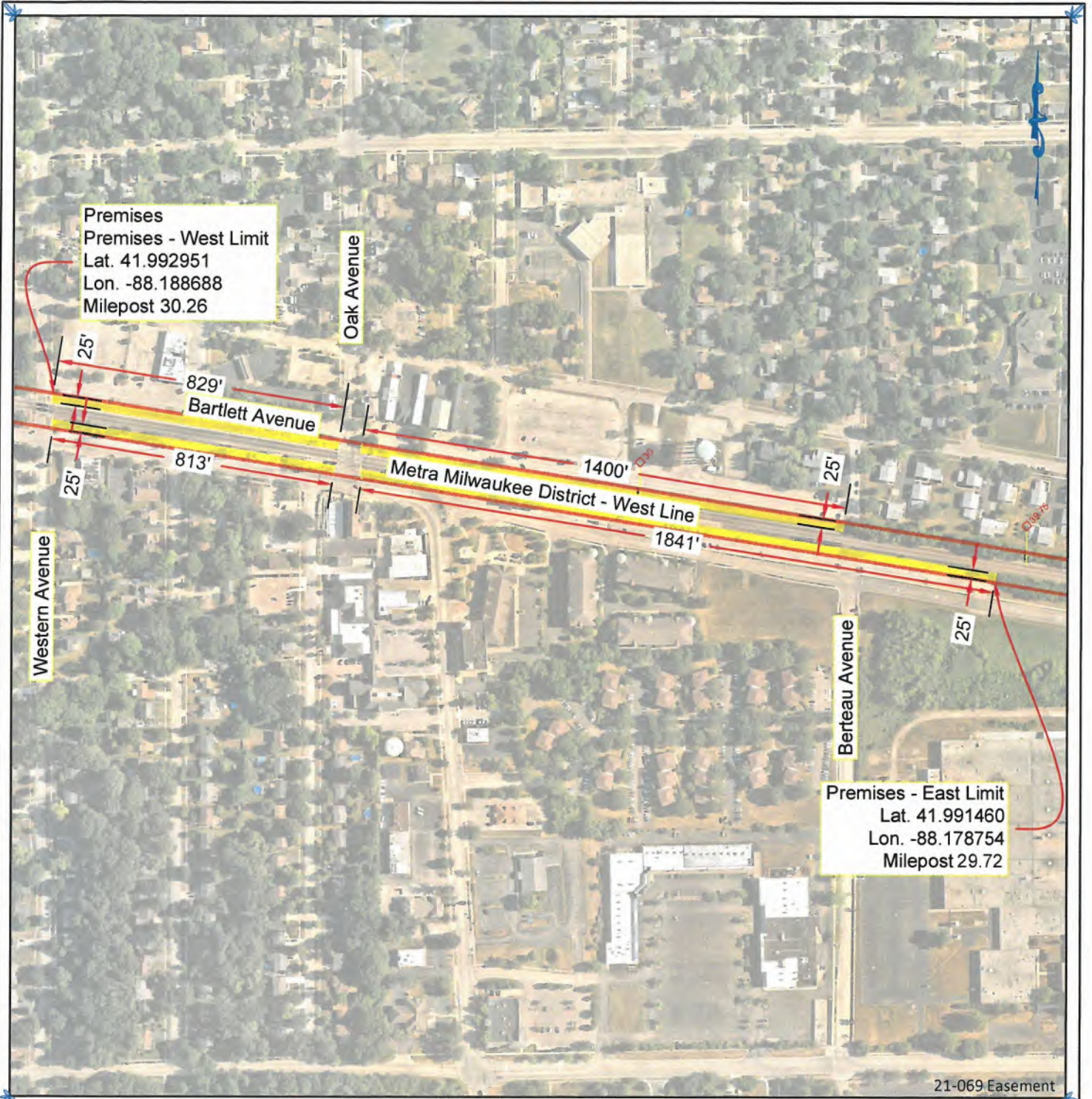
Title: CEO/Executive Director

Title: _____

Date: _____

Date: _____

Exhibit A



Easement granted to the village of Bartlett for sidewalk and landscaping improvements.

EXHIBIT "A"



547 W. JACKSON BLVD.
CHICAGO, IL. 60661

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that James M. Derwinski, personally known to me to be the CEO/Executive Director of the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Executive Director of said Corporation, he signed and delivered the said instrument in his official capacity pursuant to authority given by the Board of Directors of said Corporation and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 20__.

Notary Public
(SEAL)

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of the Village of Bartlett, Illinois and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as _____ of said Village of Bartlett, Illinois he/she signed and delivered the said instrument in his/her official capacity and as the free and voluntary act and deed of said Village of Bartlett, Illinois, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of _____, 20__.

Notary Public
(SEAL)