

VILLAGE OF BARTLETT
VILLAGE HALL, 228 S. MAIN STREET
COMMITTEE AGENDA
April 16 , 2024

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **TOWN HALL:** (Note: Three (3) minute time limit per person)
4. **STANDING COMMITTEE REPORTS:**
 - A. **BUILDING AND ZONING COMMITTEE, CHAIRMAN GUNSTEEN**
 1. Packaging By Design Variance
 2. 231-251 E. Lake Street Annexation Agreement
 - B. **FINANCE COMMITTEE, CHAIRMAN LAPORTE**
 1. Civic Group Funding Analysis
 - C. **LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN HOPKINS**
 1. Licensing Coordinator Discussion
 2. Shelby's Special Use Permit
 3. Recreational Vehicle Parking Discussion
5. **ADJOURNMENT**



Agenda Item Executive Summary

AGENDA ITEM: #2024-06 Packaging By Design 1250 Hardt Circle BOARD OR COMMITTEE: Committee

BUDGET IMPACT

Amount	\$N/A	Budgeted	\$N/A
Fund: N/A	Corresponding Activity Measure: P&Z Commission Review		

EXECUTIVE SUMMARY

The petitioner is requesting a 1.6-foot variation from the required 40-foot front yard to bring the building currently under construction into conformity.

The Planning & Zoning Commission reviewed the petitioner's request, conducted the public hearing and **recommended approval** of the front yard variation at their April 4, 2024 meeting.

ATTACHMENTS (PLEASE LIST)

Memo, minutes of the P&Z meeting, cover letter, application, location map, site plan

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED


- For Discussion Only - To review and forward to the Village Board for a final vote
- Resolution
- Ordinance
- Motion

MOTION:

Staff: Kristy Stone, PDS Director

Date: April 8, 2024

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM
24-29

DATE: April 8, 2024
TO: Paula Schumacher, Village Administrator
FROM: Andrew Barna, Associate Planner 
RE: **(#24-06) Packaging by Design**

PETITIONER

Carra Scurto

SUBJECT SITE

1250 Hardt Circle

REQUEST

Variation – Front Yard

DISCUSSION

1. The subject property is zoned I-2 EDA and is located within the Brewster Creek Business Park.
2. The petitioner is requesting a 1.6-foot variation from the required 40-foot front yard to bring the building currently under construction into conformity.
3. The approved site geometry plan, last revised 8/3/2023, shows the building meeting the 40-foot front yard setback.
4. The applicant submitted a spot survey which showed the footings encroaching up to 1.6-feet into the required front yard. *(The Building Code requires the applicant apply for a variation if the foundation encroaches more than 6-inches into a required yard).*

RECOMMENDATION

The Planning and Zoning Commission held the required public hearing, reviewed the petitioner's request, and **recommended approval** at their meeting on April 4, 2024 based upon the following Findings of Fact:

- A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
- B. That conditions upon which the petition for variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.
- C. That the purpose of the variation is not based exclusively upon a desire to make money out of the property.
- D. That the alleged difficulty or hardship is caused by the provision of this Title and has not been created by any person presently having an interest in the property.
- E. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
- F. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
- G. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.

The minutes of the Planning and Zoning Commission meeting and background material is attached for your review and consideration.

ab/attachments

General – PDS Team\memos 2024\022_1250Hardt_vbc.docx



Village of Bartlett
Planning and Zoning Commission
April 4, 2024

(#24-06) Packing by Design - 1250 Hardt Cir
Variance – Front Yard
PUBLIC HEARING

The following exhibits were presented:

Exhibit A – Pictures of Signs

Exhibit B – Mail Return Receipts

Exhibit C – Notification of Publication

The petitioner, **Carra Scurto** 425 N Martingale Rd, Schaumburg, IL came forward and was sworn in by **M. Werden**. **C. Scurto** stated, we applied for a variance due to the building footings encroaching within the 40' setback. The building's precast wall panels are within the setback. Only the footings are encroaching. **M. Werden** the walls are not encroaching. **C. Scurto** no, they are not. **K. Stone** the building code permits a foundation to encroach up to 6" into the front setback; however, since this is greater than 6", the petitioner needed to apply for a variance. **M. Werden** it is unusual that the building got built before this encroachment was discovered. **A. Barna** the geometry plan was approved in August 2023 for the building permit. The petitioner submitted the spot survey in February 2024. The spot survey showed that the footings were encroaching the setback. **B. Bucaro** did this happen because of the curvature of the street and the way the building is set? I know it is only off a small amount, but why was it not shown on the plan in 2023. **A. Barna** that was not on the geometry plan in 2023. The spot survey was done after the footings were poured and that showed the accurate dimensions of the footings. **K. Stone** the original plan showed the building meeting the 40' setback. **M. Werden** I prefer to look at this as an honest mistake and not something deliberate.

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

M. Sarwas made a motion to pass along a **positive recommendation** to the Village Board to approve case **(#24-06) Packing by Design** for a front yard variance subject to the findings of fact outlined in the staff report.

Motioned by: M. Sarwas

Seconded by: J. Miaso

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

Roll Call

Ayes: B. Bucaro, C. Deveaux, J. Kapadoukakis, G. Koziol, J. Miaso, M. Sarwas, J. Battermann,

M. Werden

Nays: None

The motion carried.



Triumph Design Build Corp.
425 N. Martingale Road
Suite 1280
Schaumburg, IL 60173

March 15, 2024

Village of Bartlett
ATTN: **President and Board of Trustees**
228 S Main Street
Bartlett, IL 60103

RE: Variance Application Submittal
Packaging By Design
1250 Hardt Circle
Bartlett, IL 60103

To Whom It May Concern:

Triumph Design Build has applied for a variance due to building footings encroaching in setbacks. The precast wall panels are within the 40' setbacks. The precast wall panels are bearing on the footings and the footings are designed to carry the load from the precast wall panels. Please see SPOT Survey from TFW Survey.

By:

A handwritten signature in black ink, appearing to read 'Carra Scurto', is written over a white background.

Carra Scurto, Project Manager
Triumph Design Build Corp.



VILLAGE OF BARTLETT VARIATION APPLICATION

For Office Use Only
Case # 24-06

PETITIONER INFORMATION (PRIMARY CONTACT)

Name: Carra Scurto
Street Address: 425 N Martingale Road
City, State: Schaumburg, IL Zip Code: 60173
Email Address: [REDACTED] Phone Number: [REDACTED]
Preferred Method to be contacted Email

PROPERTY OWNER INFORMATION

Name: Property Wealth Group
Street Address: [REDACTED]
City, State: [REDACTED] Zip Code: [REDACTED]
Phone Number: [REDACTED]

OWNER'S SIGNATURE: [Signature] Date: 3/15/2024
(OWNER'S SIGNATURE IS REQUIRED or A LETTER AUTHORIZING THE PETITION SUBMITTAL.)

DESCRIPTION OF VARIATION REQUEST (i.e. setback, fence height) including SIZE OF REQUEST
(i.e. 5ft., 10 ft.)
See SPOT Survey

PROPERTY INFORMATION

Common Address/General Location of Property: 1250 Hardt Circle, Bartlett IL
Property Index Number ("Tax PIN" / "Parcel ID"): _____
Acreage: _____
Zoning: See Dropdown (Refer to Official Zoning Map)

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

Attorney: _____
Surveyor: TFW Survey, Tim O'Brian tob@tfwsurvey.com 224-252-2679
Other: _____

FINDINGS OF FACT FOR VARIATIONS

Both the Planning & Zoning Commission and the Village Board must decide if the requested variation is in harmony with the general purpose and intent of the Zoning Ordinance and if there is a practical difficulty or hardship in carrying out the strict letter of the regulations of the Zoning Ordinance. The Planning & Zoning Commission shall make findings based upon evidence presented on the following standards:

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

1. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.

The original submittal met the setback requirements however, due to site conditions during construction, the footing required a larger footprint. The costs to remove and/or modify the footing would be significant and detrimental to our client. The outermost point of the exterior building walls comply with the 40' setback requirement. Modification to the building wall footings would cause financial hardship to the client's business and delay the issuance of the certificate of occupancy.

2. That conditions upon which the petition for a variation is based are unique to the property for which the variation is sought and are not applicable generally to other property within the same zoning classifications.

Yes.

3. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property.

The variation purpose is for the placement of the building footings.

4. That the alleged difficulty or hardship is caused by the provisions of this Title and has not been created by any person presently having an interest in the property.

No.

5. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.

This is not detrimental to other property or improvements where the property is located.

6. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood

This does not affect air or light to adjacent property, does not increase congestion in streets or cause danger of fire, danger to public safety, or impair property values.

7. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.

Triumph understands this.

ACKNOWLEDGEMENT

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

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

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

SIGNATURE OF PETITIONER: Carra Scurto

PRINT NAME: CARRA SCURTO

DATE: 3/14/24

REIMBURSEMENT OF CONSULTANT FEES AGREEMENT

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

NAME OF PERSON TO BE **BILLED**: Triumph Design Build

ADDRESS: 425 N Martingale Rd, Suite 1280

Schaumburg, IL 60173

PHONE NUMBER: [REDACTED]

EMAIL: [REDACTED]

SIGNATURE: Carra Scurto

DATE: 3/14/24

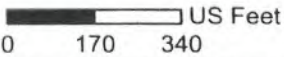


LOCATION MAP

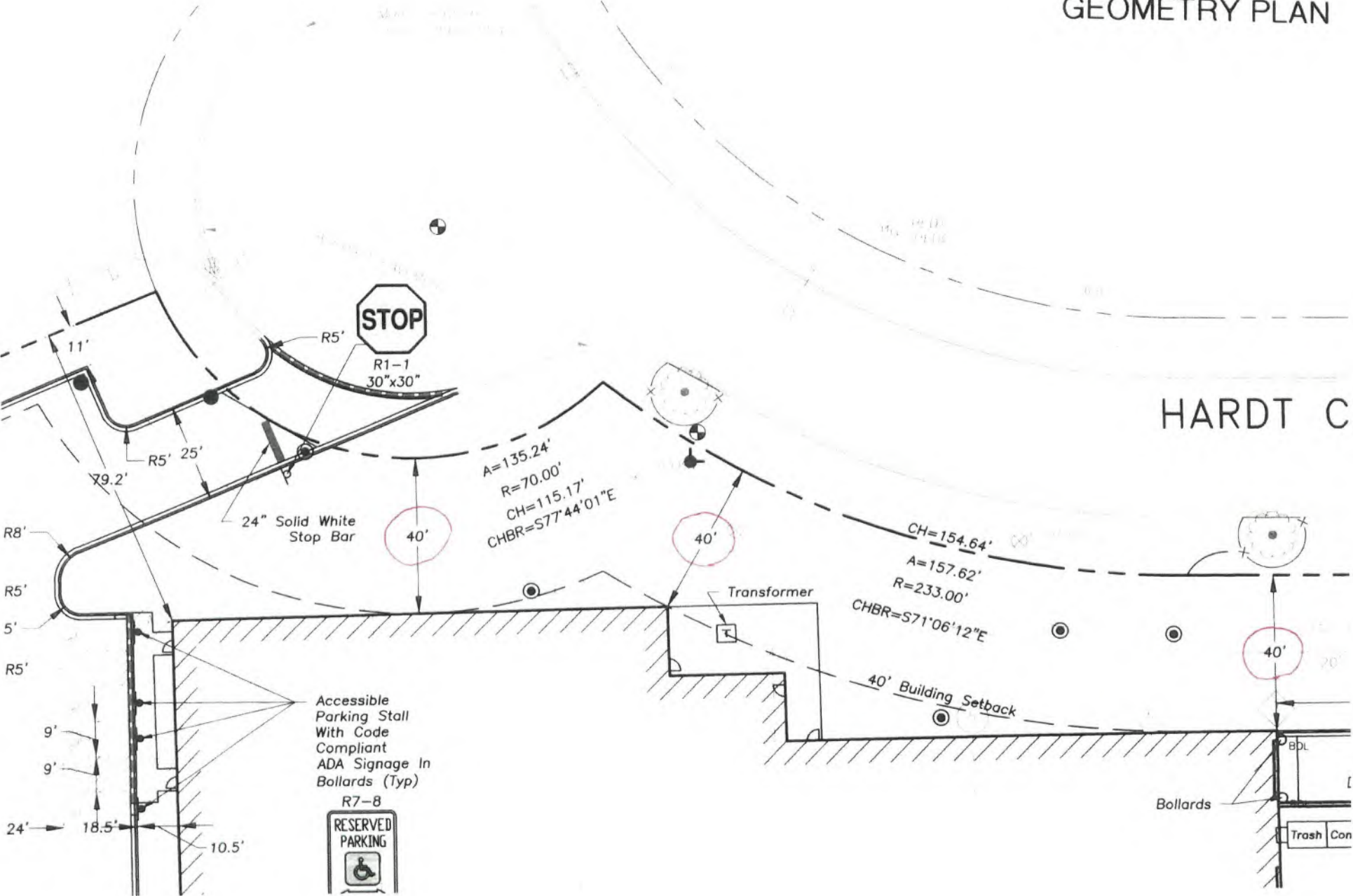


1250 Hardt - Packaging by Design

2024

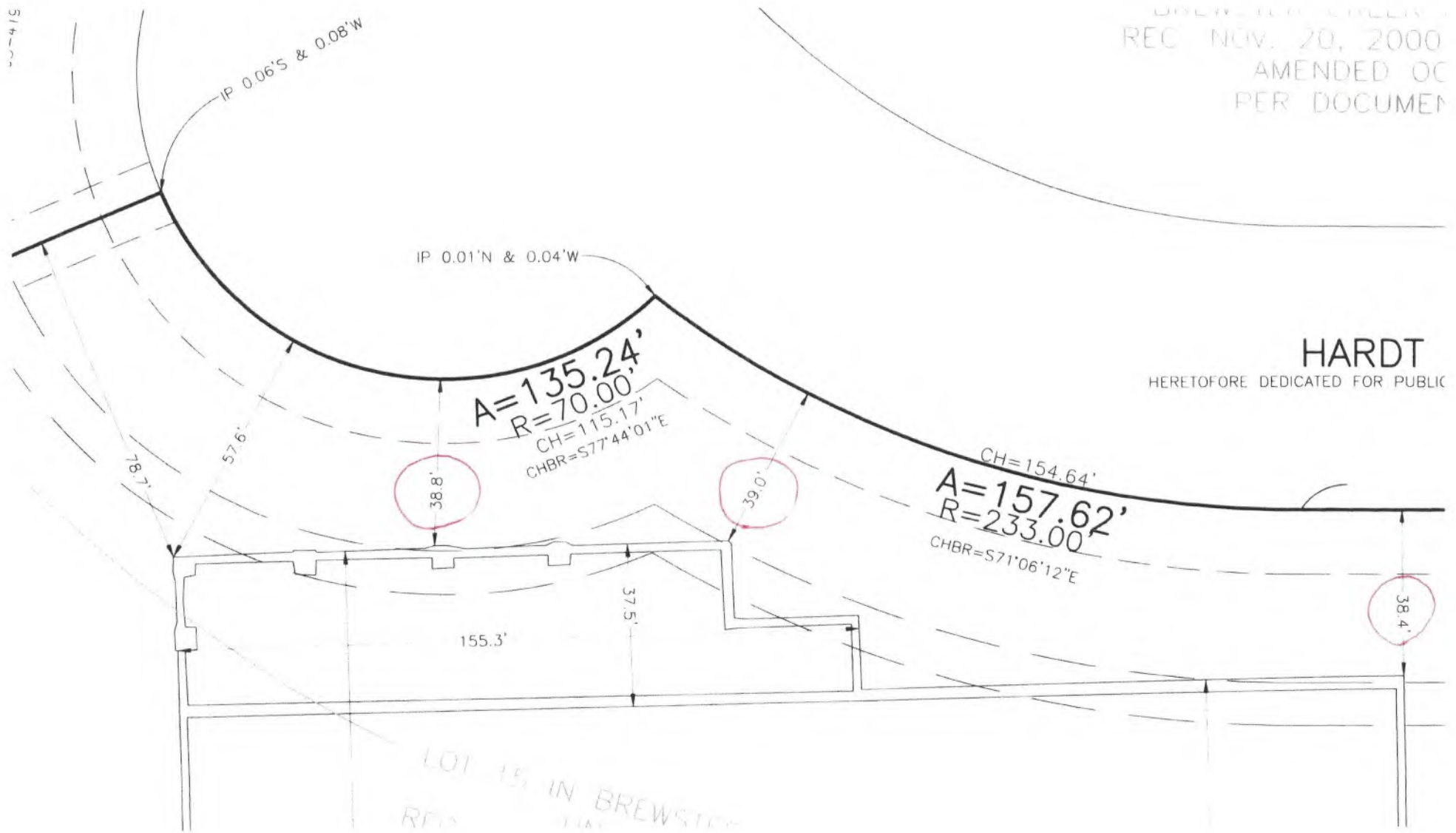


APPROVED SITE GEOMETRY PLAN



SPOT SURVEY

DREW FOR GREENE
REC. NOV. 20, 2000
AMENDED OC
PER DOCUMENT



HARDT

HERETOFORE DEDICATED FOR PUBLIC



Agenda Item Executive Summary

AGENDA ITEM: #2024-07 231-251 E Lake Street BOARD OR COMMITTEE: Committee

BUDGET IMPACT

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

Fund: N/A Corresponding Activity Measures: Pursue annexation of unincorporated parcels

EXECUTIVE SUMMARY

The applicant has submitted an annexation petition and draft annexation agreement for the three (3) unincorporated parcels commonly known as 231-251 Lake Street. The annexation of this property into the Village would make it eligible to be included in the proposed Lake Street TIF redevelopment plan.

Once the property is annexed into the Village, the public hearing date can be scheduled for the Lake Street Corridor Tax Increment Financing District.

ATTACHMENTS (PLEASE LIST)

PDS Memo, draft annexation agreement

RELATIONSHIP TO STRATEGIC PLAN GOAL

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

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only - To review and forward to the Village Board to hold the public hearing on the annexation agreement and for a final vote
- Resolution
- Ordinance
- Motion

Staff: Kristy Stone, PDS Director

Date: April 5, 2024

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM
24-028

DATE: April 5, 2024
TO: Paula Schumacher, Village Administrator
FROM: Kristy Stone, PDS Director *KS*
RE: **#2024-07 231-251 E Lake Street**

PETITIONER

Francis Bongiovanni on behalf of SEM Vanderbilt, LLC

SUBJECT SITE

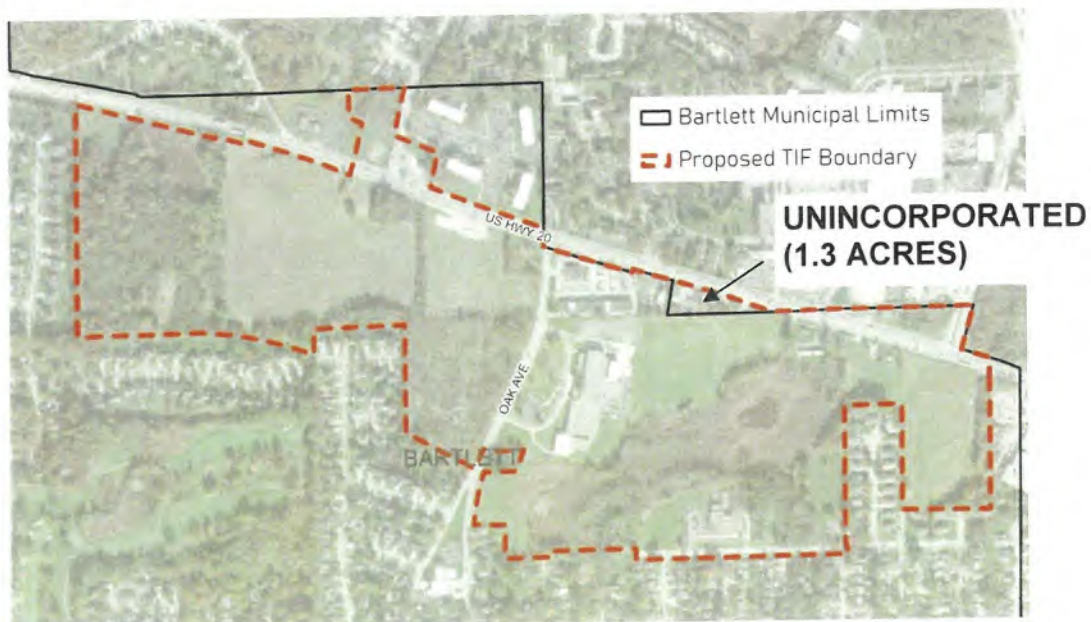
231-251 E Lake Street

REQUESTS

Annexation
Annexation Agreement

DISCUSSION

1. At the November 7, 2023 Committee of the Whole meeting, Lee Brown from Teska Associates LLC gave a presentation on the potential Lake Street TIF. The proposed TIF boundary included approximately 1.3 acres of unincorporated land on Lake Street. This property must be annexed into the Village in order to be included in the Lake Street TIF.



PDS Memo 24-028

April 5, 2024

Page 2 of 2

2. The 1.3-acre site is comprised of three (3) parcels under single ownership. The property owner has submitted an annexation agreement and annexation petition.
3. The annexation of these properties is an objective of the Village's 2024-2027 Strategic Plan short-term complex goal of establishing a TIF District along Lake Street.
4. The draft annexation agreement is attached for your review.

RECOMMENDATION

1. Staff is requesting the Committee of the Whole review the annexation agreement and forward to the Village Board to conduct the required public hearing and hold a final vote.
2. Once the property is annexed into the Village, the public hearing date can be scheduled for the Lake Street Corridor Tax Increment Financing District.

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is dated as of the ____ day of _____, 2024 ("**Effective Date**"), and is by and between the **VILLAGE OF BARTLETT**, an Illinois home rule municipal corporation ("**Village**") and **SEM VANDERBILT LLC**, an Illinois limited liability corporation ("**Owner**").

RECITALS

WHEREAS, the Village and Owner desire to enter into this Agreement to set forth the terms and conditions for the annexation, zoning, development, and use of the property consisting of approximately 1.4 acres ("**Property**"), located along Lake Street and bearing P.I.N. Numbers 06-26-304-002, 06-26-304-003, and 06-26-304-004, and legally described on **Exhibit A** attached to this Agreement, and as more specifically depicted on the Plat of Annexation attached hereto as **Exhibit B**; and

WHEREAS, as of the Effective Date, the Owner is the owner of record of the Property; and

WHEREAS, there are no electors residing within the Property; and

WHEREAS, the Owner desires and proposes to have the Property annexed to the Village pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, and this Agreement; and

WHEREAS, the Property is contiguous to the corporate limits of the Village and is not within the corporate limits of any municipality; and

WHEREAS, the Owner has filed the Plat of Annexation attached hereto as **Exhibit B** and an annexation petition with the Village, attached hereto as **Exhibit C**, requesting that the Village annex the Property pursuant to and in accordance with Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, and this Agreement; and

WHEREAS, the Owner has requested that the Village approve a rezoning of the Property from the ER-1 Estate Residence District to the B-3 Neighborhood Shopping District after annexation of the Property into the Village; and

WHEREAS, the Village has advised the Owner it is contemplating establishing a Tax Increment Financing District ("TIF") that would encompass the Property; and

WHEREAS, the Owner is seeking monetary assistance for the demolition of the four existing structures on the Property; and;

WHEREAS, the proposed Agreement was submitted pursuant to the applicable provisions of the Illinois Municipal Code to the Corporate Authorities of the Village (hereinafter referred to as the "**Corporate Authorities**") and a public hearing was held on May 21, 2024, with an opportunity for public comment, pursuant to proper notice, as provided by statute; and

WHEREAS, All other and further notices, publications, procedures, public hearings and other matters attendant to the consideration and approval of this Agreement and the annexation and zoning of the Property have been given, made, held, and performed, or will be made, as

required by 65 ILCS 5/7-1-1, *et seq.*, and 5/11-15.1-1 *et seq.*, and all other applicable statutes, and all applicable ordinances, regulations and procedures of the Village; and

WHEREAS, the Corporate Authorities of the Village have considered this Agreement and determined that this Agreement is in the best interests of the Village and its residents; and

WHEREAS, by a favorable vote of two-thirds of the Corporate Authorities of the Village then holding office, the Village has considered the question of the Agreement and has adopted an ordinance approving this Agreement and authorizing execution thereof; and

WHEREAS, the Village and Owner, consistent with Illinois law, have agreed to the terms and conditions set forth in this Agreement as evidenced by the signatures affixed hereto.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements herein made, the parties hereby agree as follows:

Section 1. Recitals. The Parties acknowledge that the statements and representations contained in the foregoing recitals are true and accurate and incorporate the recitals into this Section I as if fully set forth herein.

Section 2. Annexation of the Property.

- A. Petition. The Owner has filed with the Village Clerk the Annexation Petition pursuant to 65 ILCS 5/7-1-8, a copy of which is attached as **Exhibit C**. The Owner represents and warrants that it is the sole owner of the Property, that it holds fee simple title thereto, and that no electors reside on the Property.
- B. Adoption of Annexation Ordinance. The Corporate Authorities agree to approve an ordinance ("**Annexation Ordinance**") annexing the Property (and any contiguous rights-of-way not already incorporated) to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8, immediately following the adoption of an Ordinance approving this Agreement.
- C. Effective Date of Annexation. The annexation of the Property (and any contiguous rights-of-way not already incorporated) will occur on, but not before, the date of recordation of the Annexation Ordinance, all necessary plats, and the affidavit of service of notice as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1.

Section 3. Zoning Approval; Non-Conforming Uses and Structures.

- A. Rezoning of the Property. Following the adoption of the Annexation Ordinance, the Village agrees to adopt an ordinance amending the Village's zoning map to rezone the Property from the ER-1 Estate Resident District to the B-3 Neighborhood Shopping District subject to any conditions imposed on such amendment by the Village Board of Trustees ("**Rezoning Ordinance**").
- B. Non-conforming Uses and Structures.
 - I. Billboard Use. Following the annexation of the Property, the Owner will be permitted to continue the two existing billboard signs use on the portion of the Property bearing PIN # 06-26-304-002 and PIN # 06-26-304-004 as legal non-

conforming use, subject to the provisions of Chapter 10 of the Bartlett Zoning Ordinance governing legal non-conforming uses.

- II. Parking and Storage Use. Following the annexation of the Property, the Owner and the owner's affiliated entity, Metro Staff, Inc., will be permitted to continue to use the Property for the parking and storage of the Owner's and Metro Staff, Inc's vehicles as legal non-conforming uses, subject to the provisions of Chapter 10 of the Bartlett Zoning Ordinance governing legal non-conforming uses. The Property may not be used for the parking or storage of trucks, trailers, or for vehicles not owned by the Owner or Metro Staff, Inc.
- III. Existing Structures. Following the annexation of the Property, the four (4) existing structures on the Property will be permitted to remain as legal non-conforming structures, subject to the provisions of Chapter 10 of the Bartlett Zoning Ordinance governing legal non-conforming uses. The demolition of the four (4) existing buildings on the Property will extinguish the legal non-conforming status granted under this Section 3(B)(III).

Section 4. Development and Use of the Property.

Development of the Property shall be pursuant to and in accordance with the following:

1. This Agreement.
2. The Rezoning Ordinance
3. Any subsequent Ordinance granting zoning approvals for the Property.
4. The Bartlett Zoning Ordinance, as amended.
5. The Bartlett Subdivision Code, as amended.
6. The Bartlett Building Code, as amended.
7. All other applicable state or federal laws and Village codes, ordinances, and regulations.

All of the above documents shall be interpreted so that the duties and requirements imposed by any one of them are cumulative among all of them, unless otherwise provided in this Agreement.

Section 5. Utility Improvements.

- A. Off Site. Owner shall pay for and be responsible for the design, engineering, construction engineering and all other costs for installation of all off site (as well as on site) Public Improvements necessary (as determined in accordance with the Bartlett Building Code, the Bartlett Subdivision Ordinance, the Village's ordinances of general applicability, or as reasonably required by the Village) for the Property and for all Public Improvements related to any development of the Property, and shall submit such additional engineering as requested by the Village Engineer for the areas falling outside of the Property. The off-site utility improvements to be required shall be those necessary to service the Property as shown on the Final Engineering Plans as may be

approved by the Village Engineer. Notwithstanding the foregoing, the Village may subsequently agree to incentives relating to the required public improvements as part of a negotiated redevelopment agreement for the Property.

- B. Wastewater Treatment Facilities - Public Sewer. The Village agrees that the Owner may connect to and extend the existing municipal wastewater collection system to the Property and that such connections shall be permitted upon payment of the Village's normal connection fees in force and effect at the time of connection, and upon receipt of applicable permits from the Illinois Environmental Protection Agency and any other governmental authority that has jurisdiction over said improvements. The Village and the Owner agree that the Property will be served by the Village of Bartlett Wastewater Treatment Plant. If requested by the Village, the Owner shall also convey easements for access and for utilities, including, but not limited to, water, sanitary sewer, storm sewer, drainage, electric, telephone, cable television and natural gas as may be determined by the Village Engineer.
- C. Water Supply and Water System Improvements. The Village agrees that the Owner may connect to and extend the existing municipal water distribution system to the Property, and that such connection shall be permitted upon payment of the Villages normal connection fees in force and effect at the time of connection and upon receipt of applicable permits any governmental authority that has jurisdiction over said improvements.
- D. Storm Water Control Facilities and Drainage. Storm water management for the Property shall be designed and constructed in accordance with all applicable Village Codes, Ordinance, and regulations, and other applicable requirements of other governmental agencies with jurisdiction over the Property.
- E. Limit on Village Liability for Utilities. The Village shall not be responsible for the installation of any public or private utilities on the Property, or for the installation of any public or private utilities off site in connection with the Property.

Section 6. Donations, Contributions, Fees.

- A. The Village agrees to waive any annexation fee for the annexation of the Property. The Village acknowledges that the annexation of the Property will have relatively little impact on schools, parks, library, fire protection districts, or other public services within the Village; therefore, the Bartlett Donation Ordinance shall not be applicable to require donations to the taxing districts that supply said services. However, in the event the Property is not already annexed to School District U-46, the Bartlett Park District, the Bartlett Public Library District, and/or the Bartlett Fire Protection District, the Owner shall execute and file a petition to annex the Property to each such taxing district within 60 days of the passage of the ordinance annexing the Property to the Village.
- B. Owner shall pay the sum of \$0.50 per square foot to the Village with respect to any new building to be constructed upon the Property to be Annexed as and for its contribution to the Municipal Building Fund, payable at the time of application for a building permit to construct a building upon the Property.
- C. The Owner shall pay the Village's usual and customary tap on fees and connection fees for a connection to the Village's municipal utility systems and shall pay the Village's

standard water and sewer rates as amended from time to time and made applicable throughout the Village to similarly classified water and sewer users in the Village. Notwithstanding the foregoing, the Village may subsequently agree to reduce or waive the usual and customary tap on fees and connection fees as part of a negotiated redevelopment agreement for the Property.

Section 7. Term. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their heirs, legatees, beneficiaries, successors in interest, assignees, lessees, and upon any successor municipal authorities of the Village and successor municipalities for a period of twenty (20) years from the date of execution hereof.

Section 8. Obligations.

- A. All obligations of the Owner in this Agreement, including monetary obligations in existence now, as well as those which may come to exist in the future, as a result of this Agreement, shall constitute covenants running with the land and such monetary obligations shall also be liens upon the land.
- B. It is specifically understood and agreed that the Owner shall have the right to sell, transfer, mortgage and assign all or any part of the Property and the improvements thereon to other persons, trusts, partnerships, firms or corporations for investment, building, financing, developing and all such purposes, and that said persons, trusts, partnerships, firms or corporations shall be entitled to the same rights and privileges and shall have the same obligations as the Owner have under this Agreement and upon such transfer, such obligations shall be the sole obligations of the transferee, except for any bonds or guarantees posted by Owner on any subdivided or unimproved property for which an acceptable substitute letter of credit or surety bond has not been submitted to the Village as determined by the Village in its sole discretion; such obligations as to any vacant, unsubdivided land shall be the sole obligation of the transferee. The foregoing rights shall apply to any and all successors and assigns of the Owner.
- C. Upon any sale or conveyance of any part of the Property by Owner or its successors or assigns and upon each said sale and conveyance, the purchaser shall be bound by and entitled to the benefits and obligations of this Agreement with respect to that part of the Property sold or conveyed. When any such purchaser agrees to assume Owner's obligations hereunder, and when the Village is notified of such purchaser and such agreement of assumption, the Village hereby agrees it shall consent to such assumption and it shall release Owner from its obligations hereunder with respect to that part of that Property sold or conveyed. A selling owner however, may only be released where: (a) provision has been made that all public improvements required by this Agreement, a duly executed Public Improvements Completion Agreement, or applicable Village Ordinance for the development of any parcel currently under development and being sold will be installed and guaranteed in accordance with this Agreement and the ordinances of the Village; and (b) all monetary obligations of the Owner then due to the Village as of the time of conveyance and attributable to the Property being conveyed have been satisfied in full.

Section 9. Reimbursement. The Owner and the Village will each be responsible for their respective cost and fees, including attorneys' fees, incurred in connection with the drafting and processing of this Annexation Agreement.

Section 10. Demolition Assistance. As an additional incentive for the Owner to annex into the Village, the Village agrees to reimburse the Owner for a portion of the costs incurred in demolishing the four (4) existing buildings on the Property, which are dilapidated and do not meet current Village regulations. The Village will contribute up to a maximum of fifty percent (50%) of the total costs for the demolition of all four (4) structures, or \$50,000, whichever is less. The Owner must pay for and obtain all necessary permits for the demolition of the existing structures from the Village. Upon completion of the demolition all four (4) existing structures, the Owner must submit to the Village invoices for the demolition costs and proof that the Owner has paid such costs, along with other documentation reasonably requested by the Village regarding the demolition of the existing structures. Within sixty (60) days of receiving the necessary documentation regarding the Owner's payment for the demolition of the existing structures, the Village will issue the reimbursement payment to the Owner. The Owner must complete the demolition of the four (4) existing buildings on the Property within eighteen (18) months from the date of this Agreement. The Village will have no obligation to reimburse the Owner for any demolition costs if the demolition of the four (4) existing buildings on the Property is not completed within the eighteen (18) month time period.

Section 11. Covenant Running with the Land. All obligations assumed by the Owner under this Agreement shall be binding on the Owner personally, on any and all of the Owner's heirs, successors, and assigns, and on any and all of the respective successor legal or beneficial owners of all or any portion of the Property. This Agreement constitutes a covenant running with the land binding upon the parties hereto, the successors in title of Owner, and each of them, and all grantees, successors and assigns of the respective parties hereto, including successor Corporate Authorities. At least fifteen (15) days before the Owner transfers a legal or beneficial interest in any portion of the Property to any Person that is not a party to this Agreement, the Owner shall deliver to the Village written notice identifying the transferee's name, address, and contact information (telephone number and email), and the anticipated closing date. Owner shall not be required to provide notice hereunder for any conveyance creating a mortgage lien or similar finance-related lien interest in the Property.

Section 12. Liability and Indemnity of Village.

- A. Village Review. The Owner acknowledges and agrees that the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's approval of this Agreement, review or approval of any plans for the Property, or the issuance of any approvals, permits, certificates, or acceptances for the development or use of the Property, and that the Village's review and approval of those documents and plans, and issuance of those approvals, permits, certificates, or acceptances does not, and shall not, in any way, be deemed to insure the Owner or any of its heirs, successors, assigns, tenants, and licensees, or any other Person, against damage or injury of any kind at any time.
- B. Village Procedure. The Owner and Village each acknowledge and agree that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement. Owner agrees not to challenge the Village's approval on the grounds of any procedural infirmity or of any denial of any procedural right. In the event any third party challenges the Village's approval on the grounds of any procedural infirmity or of any denial of any procedural right, Owner and Village agree that they will not take a position inconsistent with the acknowledgements and agreements made herein.

- C. Indemnity. The Owner agrees to, and does hereby, hold harmless and indemnify the Village, the Village's Corporate Authorities, and all Village elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys ("*Village Indemnitees*"), from any and all claims that may be asserted at any time during the term of this Agreement against any of the Village Indemnitees in connection with (i) the Village's review and approval of any plans concerning or related to the Property; (ii) the issuance of any approval, permit, certificate, or acceptance concerning or related to the Property; (iii) the development, construction, maintenance, or use of any portion of the Property; and (iv) this Agreement.
- D. Defense Expense. The Owner shall, and does hereby agree to, pay all expenses, including without limitation legal fees, administrative expenses, and appeal costs and fees, incurred by the Village in defending itself with regard to any and all of the claims referenced in Section 12(C) above.

Section 13. Remedies.

- A. Remedies. The Parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Owner agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village, or any of its elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village shall be entitled to revoke or withhold the issuance of building permits or certificates of occupancy for any and all buildings and structures within the Property at any time when the Owner has failed or refused to meet fully any of its obligations under this Agreement. In the event of a judicial proceeding brought by one party to this Agreement against the other party to this Agreement, the prevailing party shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.
- B. No Disconnection. Neither the Owner nor any of the Owner's successors or assigns shall file, cause to be filed, or take any action that would result in the disconnection or de-annexation of the Property from the Village during the term of this Agreement.

Section 14. Permits. The Village agrees to reasonably cooperate with Owner in obtaining all permits and other governmental or regulatory approvals to effectuate the terms of this Agreement; however, in no event shall the Village be obligated to incur any liability or expend any funds while providing such cooperation. Subject to the Owner's compliance with this Agreement and all other applicable requirements, the Village shall not unreasonably withhold issuance of any permits or approvals necessary or required to effectuate the terms of this Agreement.

Section 15. Necessary Acts; Good Faith. The Village and Owner agree to take all steps reasonably necessary or appropriate to carry out the terms of this Agreement.

Section 16. General Provisions.

- A. Notices. Any notice or communication required or permitted to be given under this Agreement must be in writing and delivered (i) personally, (ii) by a reputable overnight

courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic mail ("**e-mail**"). E-mail notices shall be deemed valid only to the extent that they are (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party to this Agreement shall have the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address shall be effective until actually received.

If to the Village: Village of Bartlett
Attn: Village Administrator
228 South Main Street
Bartlett, IL 60103

With a copy to: Kurt S. Asprooth
Ancel Glink, P.C.
140 South Dearborn Street, 6th Floor
Chicago, Illinois 60603
kasprooth@ancelglink.com

If to the Owner: SEM Vanderbilt LLC
300 N. Mclean Boulevard
Elgin, IL 60123
Attn:

With a copy to: Francis Bongiovanni
Law Offices of Francis Bongiovanni
108 N. Bokelman Street
Roselle, IL 60172

- B. Entire Agreement. This Agreement sets forth all Agreements, understandings and covenants between and among the Parties. This Agreement supersedes all prior Agreements, negotiations and understandings, written and oral, and is a full integration of the entire Agreement of the Parties.
- C. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement in accordance with all applicable statutory procedures. However, any Amendment need only be executed by the Village and the owner of record of the portion of the Property affected by such amendment. No purported oral amendment will be binding or enforceable.
- D. Severability. If any provision, covenant, Agreement, or portion of this Agreement or its application to any person, entity or Property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement, and to that end, all provisions, covenants, Agreements and portions of this Agreement are declared to be severable.

- E. Survival. The provisions contained herein shall survive the annexation of the Property and shall not be merged or expunged by such action.
- F. Time is of the Essence: Time of the essence of this Agreement and of each and every provision hereof.
- G. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law.
- H. Non-Waiver. The Village shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the Village to exercise at any time any right granted to the Village shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the Village's right to enforce that right or any other right.
- I. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- J. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for any dispute arising out this Agreement will be in the Circuit Courts of Cook County, Illinois.
- K. Village Approval: Wherever any approval or consent of the Village, or of any of its departments, officials or employees, is called for under this Agreement, it may not be unreasonably withheld or delayed.
- L. Home Rule Authority. This Agreement is adopted pursuant to the provisions of the Illinois Municipal Code; provided, however, that any limitations in the Illinois Municipal Code in conflict with the provisions of this Agreement shall not be applicable, and as to all such provisions, the Village hereby exercises its powers pursuant to the provisions of Article VII, Section 6 of the Constitution of the State of Illinois.
- M. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- N. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any Person shall be made, or be valid, against any of the Parties.
- O. Changes in Laws. Unless otherwise provided in this Agreement, any reference to any law, ordinance, regulation, or other legal requirement shall be deemed to include any modifications of, or amendments to, such law, ordinance, regulation, or other legal requirement that may occur in the future.

P. Recording. The Owner will be responsible, at its cost, for recording this Agreement, all necessary annexation plats, the affidavit of service of notice as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1, and the Annexation Ordinance in the office of the Recorder of Cook County.

Q. Authority to Execute.

1. The Village hereby warrants and represents to the Owner that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities.
2. The Owner hereby warrants and represents to the Village (i) that it is the record and beneficial owner of fee simple title to the Property, (ii) that no other Person has any legal, beneficial, contractual, or security interest in the Property, (iii) that it has the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and to bind the Property as set forth in this Agreement, (iv) that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken, and (v) that neither the execution of this Agreement nor the performance of the obligations assumed by the Owner will (a) result in a breach or default under any agreement to which the Owner is a party or to which the Owner or the Property is bound or (b) violate any statute, law, restriction, court order, or agreement to which the Owner or the Property are subject; and (vi) that the persons executing this Agreement on its behalf have been properly authorized to do so.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**Village of Bartlett, an Illinois
Municipal corporation**

By: _____
Kevin Wallace, Village President

Attest:

Lorna Giles, Village Clerk

SEM Vanderbilt LLC

By: _____
Its _____

Attest: _____
Its Secretary



Agenda Item Executive Summary

AGENDA ITEM: Civic Group Funding Analysis BOARD OR COMMITTEE: Committee

BUDGET IMPACT

Amount \$- Budgeted \$44,370

Fund: Community Relations Corresponding Activity Measure: N/A

EXECUTIVE SUMMARY

At the March 18th village board meeting civic group funding requests were reviewed and it was suggested that there be a maximum funding amount established for 1st time requestors. Attached for discussion is a memo outlining some of the recent history of civic group funding and what changes have been made to increase/decrease funding. Additionally, it includes a few first-year requests during that time period that were not funded, funded in part and fully funded. The bottom of the memo includes a chart of requestors and what they were granted.

ATTACHMENTS (PLEASE LIST)

Memo

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Enhance Community Events

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION:

Staff: Samuel Hughes, Sr. Management Analyst

Date: 04/09/2024

Memorandum

To: Village President and Board of Trustees
From: Samuel Hughes, Senior Management Analyst
Date: April 9, 2024
Re: Civic Group Funding Analysis

The Village Board instituted a formal process for civic group funding in June of 2015. Each year, civic groups have requested Village funding to complement their programming and events, which they see as beneficial to the community. At the last board meeting, the village board had questions regarding civic group funding amounts and specifically how much has been given for first time requestors.

FY 2019 Action Taken:

In FY 2019, the Village Board decided to reduce civic group funding by 5% across the board. The Veterans Foundation had request \$7,500 this year but were granted \$0.

FY 2020 Action Taken:

In FY 2020, staff opted to recommend a 5% reduction again based on the board's direction from the previous year. Once again, each civic group's funding was reduced by 5%, with the leftover savings of \$1,173 being directed to the Bartlett Veterans Foundation, which had requested \$12,000 for phase #3 of their memorial project. Additionally, a new requestor for FY 2020, the Alignment Collaborative, requested \$6,542 for their work-based learning programs. Staff recommended not funding due to the previous year's 5% reduction and they were granted \$0.

FY 2021 Action Taken:

In FY 2021, the Veterans Foundation didn't request funding, and other groups received the same amount as the previous year. This continued the roughly 5% reduction in total civic group funding from the previous years.

FY 2022 Action Taken:

In FY 2022, Bartlett Days didn't organize their Heritage Days festival, so they did not apply for funding. The previous year, they were granted \$4,513 for their event. Meanwhile, the 4th of July and Arts in Bartlett requested \$12,000 and \$5,000, respectively. They had received \$10,830 and \$4,513 in the past two years due to the 5% reduction. The Chamber of Commerce, which previously received \$1,995, increased their request to \$3,500 in FY 2022. Staff recommended fully funding these requests along with the Lions Club, considering it was still 5% less than the previous year due to Bartlett Days' absence.

FY 2023/ FY 2024 Action Taken:

In FY 2023 and FY 2024, the board approved the full amounts requested by civic groups. In FY 2023, staff included placeholder funding for a potential fall event, which turned out to be Oktoberfest. The board approved funding for Oktoberfest, and in FY 2024, Oktoberfest formally requested \$8,000 in funding, which was granted by the Village Board.

Ignite the Courage

Ignite the Courage is a first-time requestor for funding, but the organization became a 501c3 in 2017 and began holding their car show/music festival in 2017 at Bartlett Park. The events did not take place in 2020 and 2021 due to the pandemic, but in 2022 and 2023 they have held the North Ave. Car Show in June at Bartlett Park and the music festival (now branded as Smoke and Irons) at Apple Orchard Park in August. Their request this year would go towards paying for bands and renting the stage, tables and chairs for the Smoke and Irons event.

Funding Pattern:

Looking at the last several years, there hasn't been a pattern as far as the amounts first time requestors have received. The Alignment Collaborative is the group who organizes our high school intern program, and they received \$0 in funding. The Veterans Foundation had received \$0 funding in FY 19, received a small portion of funding in FY 2020 and then have not requested anymore funding the last few years. In FY 2024 the board approved placeholder funding for a potential new fall event held by a contingent of civic groups, which did move forward and turned into Oktoberfest. For a few years leading up to the pandemic, funding had slowly been reduced across the board for all civic groups. Over the last couple of years, the trend has been to increase the amount of funding for specific groups again.

Organization	Granted FY 2019	Granted FY20	Granted FY21	Granted FY22	Granted FY23	Granted FY24	FY 25 Proposed
Arts in Bartlett	\$4,750	\$4,513	\$4,513	\$5,000	-	-	-
Heritage Days	\$4,750	\$4,513	\$4,513	-	-	-	-
AIB/Heritage Days	-	-	-	-	\$7,650	\$9,220	\$10,370
4th of July	\$11,400	\$10,830	\$10,830	12,000	\$12,000	\$12,000	\$12,000
Veterans Foundation	\$0	\$1,173	-	-	-	-	-
Alignment Collaborative	-	\$0	-	-	-	-	-
Chamber of Commerce	\$2,100	\$1,995	\$1,995	\$3,500	\$5,500	\$5,500	\$5,500
Lions Club	\$475	\$451	\$451	\$500	\$500	\$500	\$500
Oktoberfest	-	-	-	-	-	\$8,000	\$8,000
Ignite the Courage	-	-	-	-	-	\$0	\$8,000
Totals:	\$23,475	\$23,475	\$22,302	\$21,000	\$25,650	\$35,220	\$44,370



Agenda Item Executive Summary

AGENDA ITEM: Licensing Coordinator Ordinance

BOARD OR COMMITTEE: Committee

BUDGET IMPACT

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

Fund: N/A

EXECUTIVE SUMMARY

Pursuant to the Village Board's direction at the April 2, 2024, Committee of the Whole Meeting, we have prepared alternative options for the Village Board to consider regarding the proposed Office of Licensing Coordinator and how that Officer will be appointed. Below is an overview of the three (3) alternative ordinances we have prepared:

1. Version 1: This version leaves the Clerk and Deputy Clerk positions as they currently are structured under the Village Code. The only change to the Village Code in this version is the removal of the mandatory office hours and paid vacation for the Village Clerk. Under Version 1, the appointment of the Deputy Clerk will remain with the Village Clerk.
2. Version 2: This version eliminates the Deputy Clerk position and consolidates duties into the new Licensing Coordinator Office. Version 2 provides for the appointment of the Licensing Coordinator by the Village President with the advice and consent of the Village Board, but also provides that "The Village President will consider the recommendation of the Village Clerk when making the appointment of the Licensing Coordinator." I have highlighted this addition in Version 2 of the draft Ordinance.
3. Version 3: This version is the same draft that the Village Board considered at the April 2nd Committee of the Whole Meeting. Version 3 eliminates the Deputy Clerk position and consolidates duties into the new Licensing Coordinator Office. Version 3 provides for the appointment of the Licensing Coordinator by the Village President with the advice and consent of the Village Board.

ATTACHMENTS (PLEASE LIST)

Memo, 3 Ordinances, Village/City Clerk Survey

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

Staff: Kurt Asprooth, Village Attorney

Date: April 9, 2024



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

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

MEMORANDUM

To: Paula Schumacher, Village Administrator
From: Kurt S. Asprooth, Village Attorney
Subject: Licensing Coordinator Ordinance
Date: April 8, 2024

Pursuant to the Village Board's direction at the April 2, 2024, Committee of the Whole Meeting, we have prepared alternative options for the Village Board to consider regarding the proposed Office of Licensing Coordinator and how that Officer will be appointed. Below is an overview of the three (3) alternative ordinances we have prepared:

1. Version 1: This version leaves the Clerk and Deputy Clerk positions as they currently are structured under the Village Code. The only change to the Village Code in this version is the removal of the mandatory office hours and paid vacation for the Village Clerk. Under Version 1, the appointment of the Deputy Clerk will remain with the Village Clerk.
2. Version 2: This version eliminates the Deputy Clerk position and consolidates duties into the new Licensing Coordinator Office. Version 2 provides for the appointment of the Licensing Coordinator by the Village President with the advice and consent of the Village Board, but also provides that "The Village President will consider the recommendation of the Village Clerk when making the appointment of the Licensing Coordinator." I have highlighted this addition in Version 2 of the draft Ordinance.
3. Version 3: This version is the same draft that the Village Board considered at the April 2nd Committee of the Whole Meeting. Version 3 eliminates the Deputy Clerk position and consolidates duties into the new Licensing Coordinator Office. Version 3 provides for the appointment of the Licensing Coordinator by the Village President with the advice and consent of the Village Board.

ORDINANCE 2024 - _____

**AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE REGARDING
CERTAIN VILLAGE OFFICERS**

WHEREAS, the Village of Bartlett (“Village”) is a home rule unit of local government that may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the Village Clerk is a part-time position governed by Section 1-7-3 of the Bartlett Municipal Code (the “Village Code”) and the Illinois Municipal Code, and the Village Clerk is designated certain powers and duties including, but not limited to: affixing the Village’s corporate seal to a variety of documents; maintaining custody and control of certain documents and records; keeping an index of such documents and records; receiving money and turning over such funds to the Village Treasurer, and keeping an account of such funds; and

WHEREAS, the Village Board finds that the Village Code should be updated to clarify certain benefits and duties of the Village Clerk, as more fully set forth herein.

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

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

SECTION TWO: AMENDMENT TO TITLE 1, CHAPTER 7. That Title 1, Chapter 7 of the Bartlett Municipal Code is hereby amended as follows (deletions in ~~strikethrough~~, additions in **bold** and underline):

“1-7-3: GENERAL POWERS AND DUTIES:

The **part-time** duties of the village clerk shall **include the following**:

A. Signature: Seal and attest all contracts of the village and all licenses, permits and such other documents as shall require this formality.

B. Documents And Records:

1. Documents: Be the custodian of all documents belonging to the village, which are not assigned to the custody of some other officer.

2. Records: In addition to the record of ordinances and other records which the clerk is required by statute to keep, she shall keep a register of all licenses and permits issued, and the payments thereon; a record showing all of the officers of the village; and such other records as may be required by the board of trustees.

3. Indices: Keep and maintain a proper index to all documents and records kept by her, so that ready access thereto and use thereof may be had.

C. Village Seal: Be a the custodian of the village seal and shall affix its impression on documents whenever this is required.

D. Village Finances:

1. Money Collected: Turn over all money received by her on behalf of the village to the village treasurer promptly upon receipt of the same; and with such money she shall give a statement as to the source thereof.

2. Accounts: Keep accounts showing all money received by her and the source and disposition thereof; and such other accounts as may be required by statute or ordinance.

E. Additional Duties: In addition to the duties herein provided, the village clerk shall perform such other duties and functions as may be required by statute or ordinance.

~~1-7-4: OFFICE HOURS: The village clerk shall maintain office hours in the Bartlett Municipal Building between eight thirty o'clock (8:30) A.M. to four thirty o'clock (4:30) P.M. Monday through Friday, and between the hours of nine o'clock (9:00) A.M. and twelve o'clock (12:00) noon on Saturday, except on legal holidays and except as hereafter provided. During said office hours, the village clerk shall be readily available to assist members of the general public with respect to village business.~~

~~1-7-45: SALARY: The village clerk shall receive an annual salary as set out in subsection 1-8-6A of this title. In addition, the clerk shall receive an annual two (2) week vacation with pay.~~

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

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 Ordinance 2024-_____ enacted on [Month Day], 2024, and approved on [Month Day], 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

ORDINANCE 2024 - _____

**AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE REGARDING
CERTAIN VILLAGE OFFICERS**

WHEREAS, the Village of Bartlett (“Village”) is a home rule unit of local government that may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the Village Clerk is a part-time position governed by Section 1-7-3 of the Bartlett Municipal Code (the “Village Code”) and the Illinois Municipal Code, and the Village Clerk is designated certain powers and duties including, but not limited to: affixing the Village’s corporate seal to a variety of documents; maintaining custody and control of certain documents and records; keeping an index of such documents and records; receiving money and turning over such funds to the Village Treasurer, and keeping an account of such funds; and

WHEREAS, the Village Code provides for the appointment of a Deputy Village Clerk to perform the duties of the Village Clerk in the Clerk’s absence, to execute documents required to be executed by the Village Clerk, and to affix the seal of the Village where required; and

WHEREAS, the Village Board finds that the office of Deputy Clerk consists of purely ministerial duties which can also be performed by a full-time Village Officer in a timely and effective manner; and

WHEREAS, the Village Board finds that there is a need to create a new full-time officer position to coordinate the issuance of Village licenses and to perform the duties of the Village Clerk on a full-time basis when the Village Clerk is not present; and

WHEREAS, the Village Board finds that consolidating the duties of the Deputy Clerk into a full-time position that will oversee the issuance of licenses and the performance of the daily ministerial duties of the Village Clerk will provide for more effective and efficient service to Village residents; and

WHEREAS, the Village Board finds that the consolidation of the Deputy Clerk duties into the office of the Licensing Coordinator is necessary for the Village to effectively and efficiently carry out its governmental functions.

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

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

SECTION TWO: AMENDMENT TO TITLE 1, CHAPTER 7. That Title 1, Chapter 7 of the Bartlett Municipal Code is hereby amended as follows (deletions in ~~strikethrough~~, additions in **bold** and underline):

“1-7-3: GENERAL POWERS AND DUTIES:

The **part-time** duties of the village clerk shall **include the following**:

A. Signature: Seal and attest all contracts of the village and all licenses, permits and such other documents as shall require this formality.

B. Documents And Records:

1. Documents: Be the custodian of all documents belonging to the village, which are not assigned to the custody of some other officer.

2. Records: In addition to the record of ordinances and other records which the clerk is required by statute to keep, she shall keep a register of all licenses and permits issued, and the payments thereon; a record showing all of the officers of the village; and such other records as may be required by the board of trustees.

3. Indices: Keep and maintain a proper index to all documents and records kept by her, so that ready access thereto and use thereof may be had.

C. Village Seal: Be **a** ~~the~~ custodian of the village seal and shall affix its impression on documents whenever this is required.

D. Village Finances:

1. Money Collected: Turn over all money received by her on behalf of the village to the village treasurer promptly upon receipt of the same; and with such money she shall give a statement as to the source thereof.

2. Accounts: Keep accounts showing all money received by her and the source and disposition thereof; and such other accounts as may be required by statute or ordinance.

E. Additional Duties: In addition to the duties herein provided, the village clerk shall perform such other duties and functions as may be required by statute or ordinance.

~~1-7-4: OFFICE HOURS: The village clerk shall maintain office hours in the Bartlett Municipal Building between eight thirty o'clock (8:30) A.M. to four thirty o'clock (4:30) P.M. Monday through Friday, and between the hours of nine o'clock (9:00) A.M. and twelve o'clock (12:00) noon on Saturday, except on legal holidays and except as hereafter provided. During said office hours, the village clerk shall be readily available to assist members of the general public with respect to village business.~~

~~1-7-45: SALARY: The village clerk shall receive an annual salary as set out in subsection 1-8-6A of this title. In addition, the clerk shall receive an annual two (2) week vacation with pay.~~

~~1-7-6: DEPUTY CLERK:~~

~~A.— There is hereby created the office of deputy clerk. The village clerk is authorized to appoint a deputy clerk who shall have the power and duty to execute all documents required by any law or ordinance to be executed by the clerk, and affix the seal of the village thereto whenever required.~~

~~B.— When signing any documents, the deputy clerk shall sign the name of the village clerk followed by the word "by" and the deputy clerk's own name and the words "Deputy Clerk".~~

~~C.— The powers and duties herein described shall be exercised by such deputy clerk only in the absence of the village clerk from her office in the village hall, and only when either written document has been given by the village clerk to exercise such power, or the village board has determined by resolution that the village clerk is temporarily or permanently incapacitated to perform such function. Such deputy clerk shall have the authority and power herein described, and such further power and authority as may be provided by statute.~~

SECTION THREE: AMENDMENT TO TITLE 1, CHAPTER 8. That Title 1, Chapter 8 of the Bartlett Municipal Code is hereby amended to add a new Article K as follows:

1-8K-1: OFFICE CREATED:

There is hereby created the office of Licensing Coordinator.

1-8K-2: APPOINTMENT:

The Licensing Coordinator shall be appointed by the Village President by and with the advice and consent of the Board of Trustees, to serve a term of one (1) year. The Village President will consider the recommendation of the Village Clerk when making the appointment of the Licensing Coordinator. Removal from office shall be in like manner and in accordance with applicable state law. The Licensing Coordinator may also hold a position as Village employee.

1-8K-3: COMPENSATION:

The Licensing Coordinator will receive such compensation in such amount and manner as the President and Board of Trustees shall fix from time to time.

1-8K-4: POWERS AND DUTIES:

The Licensing Coordinator will have the following powers and duties:

- A. Licenses: Oversee and administer the issuance of all licenses issued by the Village, including, but not limited to, those licenses provided for in Title 3 of this Code. The Licensing Coordinator will perform all of the duties assigned to the Village Clerk under Title 3 of this Code.
- B. Signature: Seal and attest all contracts of the Village and all licenses, permits and such other documents as shall require this formality.
- C. Village Seal: Be a custodian of the Village seal and affix its impression on documents whenever this is required.
- D. Additional Duties: the Licensing Coordinator shall also perform all duties listed under section 1-7-3 "Village Clerk Duties" to the same extent as if done by the village clerk personally in the village clerk's absence.
- E. When signing any documents, the Licensing Coordinator shall sign the name of the village clerk followed by the word "by" and the Licensing Coordinator's own name and the words, "Licensing Coordinator."

SECTION THREE: AMENDMENT TO TITLE 3, CHAPTER 1. That Title 3, Chapter 1 of the Bartlett Municipal Code is hereby amended as follows (deletions in ~~strikethrough~~, additions in **bold** and underline):

“3-1-3: APPLICATIONS:

- A. Applications for all licenses required by this chapter shall be made to the **Licensing Coordinator** ~~village clerk or her designees~~ in writing on a form prepared by the village.

[...]

3-1-4: INVESTIGATION:

- A. Where this chapter requires or when it is deemed reasonably necessary or appropriate, an investigation or inspection by any department or official of the village before the issuance of a license, and requires the approval of such department or official regarding the property location or condition of the premises in which the commercial establishment or activity for which a license is applied is to be managed, conducted, operated, or carried on, or regarding the condition and nature of the equipment and methods intended to be used by the applicant in such activity or commercial establishment, the **Licensing Coordinator** ~~village clerk~~ shall transmit to the appropriate official or department such information necessary for the required investigation or inspection.
- B. If it shall appear to the **Licensing Coordinator** ~~village clerk~~ that the matters and circumstances relating to an application require further information before a proper determination can be made, such application shall be returned to the applicant for the inclusion of such additional information as may be specified by the **Licensing Coordinator** ~~village clerk~~.
- C. The designated official or department in a reasonable time after receiving a copy of the application:
 - 1. Shall make all necessary investigations and inspections, and the results thereof shall be reported in writing to the **Licensing Coordinator** ~~village clerk~~; and
 - 2. Shall indicate on the application a recommendation for the approval or disapproval thereof.

3-1-5: APPROVAL; DISAPPROVAL:

- A. If, after due consideration of the information contained within the application and related investigative and inspections reports, the **Licensing Coordinator** ~~village clerk~~ determines that the applicant meets the standards set forth, the **Licensing Coordinator** ~~village clerk~~ shall approve the application. The **Licensing Coordinator** ~~village clerk~~ shall notify the applicant that the application has been

approved and shall issue a license. All licenses shall be subject to the provisions of this code which may be in force at the time of the issuance thereof or which may subsequently be passed by the village board of trustees.

- B. If, after due consideration of the information contained within the application and related investigative and inspection reports, the **Licensing Coordinator** ~~village clerk~~ determines that matters concerning the application are unsatisfactory, the **Licensing Coordinator** ~~village clerk~~ shall disapprove the application, indicating the reasons therefor. Thereupon, the **Licensing Coordinator** ~~village clerk~~ shall notify the applicant that the application has not been approved and that no license will be issued and the license fee paid shall be refunded.

3-1-6: APPEAL OF DENIAL:

- A. Any person aggrieved by the decision of the **Licensing Coordinator** ~~village clerk~~ in regard to the denial of an application for a business license, as provided in this chapter, shall have the right to appeal to the village president. Such appeal shall be taken by filing with the **Licensing Coordinator** ~~village clerk~~ within five (5) days after notice of a denial of an application, a written statement under oath setting forth specifically the grounds for appeal. The village president shall thereupon set the time and place for a hearing on such appeal, and notice of such hearing shall be given to the applicant or licensee or permittee in the same manner as provided in subsection 3-1-15D of this chapter. The decision of the village president on such appeal shall be final.
- B. The acceptance of the license, upon reversal by the village president, shall constitute a waiver of all claims against the village, the **Licensing Coordinator** ~~village clerk~~, or any other officer or employee, arising out of the original refusal to issue the license. The burden shall be upon the applicant to show wherein the **Licensing Coordinator** ~~village clerk~~ has failed to meet the standards set forth in this section.

3-1-7: LICENSE TERM; EXPIRATION; RENEWAL:

- A. All annual licenses shall commence on May 1 each year. No license shall be granted for a period longer than one year. Except where otherwise provided herein, every license shall expire on April 30 following the date of issuance. Applications received for new licenses between March 1 and April 30 of each year shall be issued licenses for the ensuing year.

- B. The **Licensing Coordinator** ~~village clerk~~ shall endeavor to notify each annual licensee of the expiration of time of the license held by the licensee at least twenty one (21) days prior to such expiration date; provided, that a failure to make such notification or the licensee's failure to receive it, shall not relieve the licensee from the obligation to obtain a new license or renewal.
- C. Except as otherwise provided herein, each license may be renewed upon proper application and payment of the required fee. The requirements and procedures for granting and issuing a license renewal shall be the same as the requirements and procedures for granting a new license.

[...]

3-1-9: LICENSE TO BE POSTED:

- A. It shall be the duty of any person conducting a licensed commercial establishment or activity in the village to keep his license displayed at all times in a prominent place on the premises used for such commercial establishment or activity.
- B. No person shall destroy, obliterate, take, remove, or carry away without the consent of the owner any license, certificate, plate, or sticker which has been discontinued or the licensed premises have been abandoned. Nothing herein shall prevent the **Licensing Coordinator** ~~village clerk~~ or his or her duly authorized representative from removing any license, certificate, plate, or sticker from the possession of a former licensee, the premises, any vehicle, or any machine when said license has been revoked under the provisions of this chapter.

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 SIX: EFFECTIVE DATE. This Ordinance 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 Ordinance 2024-_____enacted on [Month Day], 2024, and approved on [Month Day], 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

ORDINANCE 2024 - _____

AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE REGARDING CERTAIN VILLAGE OFFICERS

WHEREAS, the Village of Bartlett (“Village”) is a home rule unit of local government that may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the Village Clerk is a part-time position governed by Section 1-7-3 of the Bartlett Municipal Code (the “Village Code”) and the Illinois Municipal Code, and the Village Clerk is designated certain powers and duties including, but not limited to: affixing the Village’s corporate seal to a variety of documents; maintaining custody and control of certain documents and records; keeping an index of such documents and records; receiving money and turning over such funds to the Village Treasurer, and keeping an account of such funds; and

WHEREAS, the Village Code provides for the appointment of a Deputy Village Clerk to perform the duties of the Village Clerk in the Clerk’s absence, to execute documents required to be executed by the Village Clerk, and to affix the seal of the Village where required; and

WHEREAS, the Village Board finds that the office of Deputy Clerk consists of purely ministerial duties which can also be performed by a full-time Village Officer in a timely and effective manner; and

WHEREAS, the Village Board finds that there is a need to create a new full-time officer position to coordinate the issuance of Village licenses and to perform the duties of the Village Clerk on a full-time basis when the Village Clerk is not present; and

WHEREAS, the Village Board finds that consolidating the duties of the Deputy Clerk into a full-time position that will oversee the issuance of licenses and the performance of the daily ministerial duties of the Village Clerk will provide for more effective and efficient service to Village residents; and

WHEREAS, the Village Board finds that the consolidation of the Deputy Clerk duties into the office of the Licensing Coordinator is necessary for the Village to effectively and efficiently carry out its governmental functions.

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

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

SECTION TWO: AMENDMENT TO TITLE 1, CHAPTER 7. That Title 1, Chapter 7 of the Bartlett Municipal Code is hereby amended as follows (deletions in ~~strikethrough~~, additions in **bold** and underline):

"1-7-3: GENERAL POWERS AND DUTIES:

The **part-time** duties of the village clerk shall **include the following**:

A. Signature: Seal and attest all contracts of the village and all licenses, permits and such other documents as shall require this formality.

B. Documents And Records:

1. Documents: Be the custodian of all documents belonging to the village, which are not assigned to the custody of some other officer.

2. Records: In addition to the record of ordinances and other records which the clerk is required by statute to keep, she shall keep a register of all licenses and permits issued, and the payments thereon; a record showing all of the officers of the village; and such other records as may be required by the board of trustees.

3. Indices: Keep and maintain a proper index to all documents and records kept by her, so that ready access thereto and use thereof may be had.

C. Village Seal: Be **a** ~~the~~ custodian of the village seal and shall affix its impression on documents whenever this is required.

D. Village Finances:

1. Money Collected: Turn over all money received by her on behalf of the village to the village treasurer promptly upon receipt of the same; and with such money she shall give a statement as to the source thereof.

2. Accounts: Keep accounts showing all money received by her and the source and disposition thereof; and such other accounts as may be required by statute or ordinance.

E. Additional Duties: In addition to the duties herein provided, the village clerk shall perform such other duties and functions as may be required by statute or ordinance.

~~1-7-4: OFFICE HOURS: The village clerk shall maintain office hours in the Bartlett Municipal Building between eight thirty o'clock (8:30) A.M. to four thirty o'clock (4:30) P.M. Monday through Friday, and between the hours of nine o'clock (9:00) A.M. and twelve o'clock (12:00) noon on Saturday, except on legal holidays and except as hereafter provided. During said office hours, the village clerk shall be readily available to assist members of the general public with respect to village business.~~

~~1-7-45: SALARY: The village clerk shall receive an annual salary as set out in subsection 1-8-6A of this title. In addition, the clerk shall receive an annual two (2) week vacation with pay.~~

~~1-7-6: DEPUTY CLERK:~~

~~A.— There is hereby created the office of deputy clerk. The village clerk is authorized to appoint a deputy clerk who shall have the power and duty to execute all documents required by any law or ordinance to be executed by the clerk, and affix the seal of the village thereto whenever required.~~

~~B.— When signing any documents, the deputy clerk shall sign the name of the village clerk followed by the word "by" and the deputy clerk's own name and the words "Deputy Clerk".~~

~~C.— The powers and duties herein described shall be exercised by such deputy clerk only in the absence of the village clerk from her office in the village hall, and only when either written document has been given by the village clerk to exercise such power, or the village board has determined by resolution that the village clerk is temporarily or permanently incapacitated to perform such function. Such deputy clerk shall have the authority and power herein described, and such further power and authority as may be provided by statute.~~

SECTION THREE: AMENDMENT TO TITLE 1, CHAPTER 8. That Title 1, Chapter 8 of the Bartlett Municipal Code is hereby amended to add a new Article K as follows:

1-8K-1: OFFICE CREATED:

There is hereby created the office of Licensing Coordinator.

1-8K-2: APPOINTMENT:

The Licensing Coordinator shall be appointed by the Village President by and with the advice and consent of the Board of Trustees, to serve a term of one (1) year. Removal from office shall be in like manner and in accordance with applicable state law. The Licensing Coordinator may also hold a position as Village employee.

1-8K-3: COMPENSATION:

The Licensing Coordinator will receive such compensation in such amount and manner as the President and Board of Trustees shall fix from time to time.

1-8K-4: POWERS AND DUTIES:

The Licensing Coordinator will have the following powers and duties:

- A. Licenses: Oversee and administer the issuance of all licenses issued by the Village, including, but not limited to, those licenses provided for in Title 3 of this Code. The Licensing Coordinator will perform all of the duties assigned to the Village Clerk under Title 3 of this Code.
- B. Signature: Seal and attest all contracts of the Village and all licenses, permits and such other documents as shall require this formality.
- C. Village Seal: Be a custodian of the Village seal and affix its impression on documents whenever this is required.
- D. Additional Duties: the Licensing Coordinator shall also perform all duties listed under section 1-7-3 "Village Clerk Duties" to the same extent as if done by the village clerk personally in the village clerk's absence.
- E. When signing any documents, the Licensing Coordinator shall sign the name of the village clerk followed by the word "by" and the Licensing Coordinator's own name and the words, "Licensing Coordinator."

SECTION THREE: AMENDMENT TO TITLE 3, CHAPTER 1. That Title 3, Chapter 1 of the Bartlett Municipal Code is hereby amended as follows (deletions in strikethrough, additions in **bold** and underline):

"3-1-3: APPLICATIONS:

- A. Applications for all licenses required by this chapter shall be made to the **Licensing Coordinator** ~~village clerk or her designees~~ in writing on a form prepared by the village.

[...]

3-1-4: INVESTIGATION:

- A. Where this chapter requires or when it is deemed reasonably necessary or appropriate, an investigation or inspection by any department or official of the village before the issuance of a license, and requires the approval of such department or official regarding the property location or condition of the premises in which the commercial establishment or activity for which a license is applied is to be managed, conducted, operated, or carried on, or regarding the condition and nature of the equipment and methods intended to be used by the applicant in such activity or commercial establishment, the **Licensing Coordinator** ~~village clerk~~ shall transmit to the appropriate official or department such information necessary for the required investigation or inspection.
- B. If it shall appear to the **Licensing Coordinator** ~~village clerk~~ that the matters and circumstances relating to an application require further information before a proper determination can be made, such application shall be returned to the applicant for the inclusion of such additional information as may be specified by the **Licensing Coordinator** ~~village clerk~~.
- C. The designated official or department in a reasonable time after receiving a copy of the application:
 - 1. Shall make all necessary investigations and inspections, and the results thereof shall be reported in writing to the **Licensing Coordinator** ~~village clerk~~; and
 - 2. Shall indicate on the application a recommendation for the approval or disapproval thereof.

3-1-5: APPROVAL; DISAPPROVAL:

- A. If, after due consideration of the information contained within the application and related investigative and inspections reports, the **Licensing Coordinator** ~~village clerk~~ determines that the applicant meets the standards set forth, the **Licensing Coordinator** ~~village clerk~~ shall approve the application. The **Licensing Coordinator** ~~village clerk~~ shall notify the applicant that the application has been approved and shall issue a license. All licenses shall be subject to the provisions of this code which may be in force at the time of the issuance thereof or which may subsequently be passed by the village board of trustees.

- B. If, after due consideration of the information contained within the application and related investigative and inspection reports, the **Licensing Coordinator** ~~village clerk~~ determines that matters concerning the application are unsatisfactory, the **Licensing Coordinator** ~~village clerk~~ shall disapprove the application, indicating the reasons therefor. Thereupon, the **Licensing Coordinator** ~~village clerk~~ shall notify the applicant that the application has not been approved and that no license will be issued and the license fee paid shall be refunded.

3-1-6: APPEAL OF DENIAL:

- A. Any person aggrieved by the decision of the **Licensing Coordinator** ~~village clerk~~ in regard to the denial of an application for a business license, as provided in this chapter, shall have the right to appeal to the village president. Such appeal shall be taken by filing with the **Licensing Coordinator** ~~village clerk~~ within five (5) days after notice of a denial of an application, a written statement under oath setting forth specifically the grounds for appeal. The village president shall thereupon set the time and place for a hearing on such appeal, and notice of such hearing shall be given to the applicant or licensee or permittee in the same manner as provided in subsection 3-1-15D of this chapter. The decision of the village president on such appeal shall be final.
- B. The acceptance of the license, upon reversal by the village president, shall constitute a waiver of all claims against the village, the **Licensing Coordinator** ~~village clerk~~, or any other officer or employee, arising out of the original refusal to issue the license. The burden shall be upon the applicant to show wherein the **Licensing Coordinator** ~~village clerk~~ has failed to meet the standards set forth in this section.

3-1-7: LICENSE TERM; EXPIRATION; RENEWAL:

- A. All annual licenses shall commence on May 1 each year. No license shall be granted for a period longer than one year. Except where otherwise provided herein, every license shall expire on April 30 following the date of issuance. Applications received for new licenses between March 1 and April 30 of each year shall be issued licenses for the ensuing year.
- B. The **Licensing Coordinator** ~~village clerk~~ shall endeavor to notify each annual licensee of the expiration of time of the license held by the licensee at least twenty one (21) days prior to such expiration date; provided, that a failure to make such notification or the licensee's

failure to receive it, shall not relieve the licensee from the obligation to obtain a new license or renewal.

- C. Except as otherwise provided herein, each license may be renewed upon proper application and payment of the required fee. The requirements and procedures for granting and issuing a license renewal shall be the same as the requirements and procedures for granting a new license.

[...]

3-1-9: LICENSE TO BE POSTED:

- A. It shall be the duty of any person conducting a licensed commercial establishment or activity in the village to keep his license displayed at all times in a prominent place on the premises used for such commercial establishment or activity.
- B. No person shall destroy, obliterate, take, remove, or carry away without the consent of the owner any license, certificate, plate, or sticker which has been discontinued or the licensed premises have been abandoned. Nothing herein shall prevent the **Licensing Coordinator** ~~village clerk~~ or his or her duly authorized representative from removing any license, certificate, plate, or sticker from the possession of a former licensee, the premises, any vehicle, or any machine when said license has been revoked under the provisions of this chapter.

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 SIX: EFFECTIVE DATE. This Ordinance 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 Giless, Village Clerk

CERTIFICATION

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

Lorna Giless, Village Clerk

Municipality	1. Is your Village / City Clerk elected or appointed?	2. Is the Clerk position full or part time?	3. What are the job responsibilities of the Village / City Clerk?	4. Does your municipality have a Deputy Clerk position? If yes, is this a full or part time position?	5. Comments
Arlington Heights	Appointed.	Full time.	Takes all minutes of VB meetings, Closed Session meetings, and half of the Committee of the Whole meetings. Election Official, Liaison to Cook County for Early Voting/Elections. Administers annual County/State and Municipal ethics forms and requirements. FOIA Officer, Electronic and paper records manager, Researcher, document destruction compliance. Maintains compliance with Nicor and ComEd for addressing/taxing. Responsive to the Illinois Department of Revenue for business locations for sales tax remittance. Notary Public. Administers Oaths to sworn personnel.	No.	
Barrington	Elected.	Part time.	Take minutes at Board & COW meetings, sign official records.	Yes. Full-Time staff person, but DC position is added as other job duties.	
Bartlett	Elected.	Part Time but I also hold a full time Executive Secretary position.	Attend board meetings, Exec. Session, Transcribe minutes. Maintain ordinances, code changes, maintain filings, local election official, manage election process, FOIA.	Yes; part time.	
Buffalo Grove	Elected.	Part time.	Taking and preparing Board minutes. Keeping records. I'm in charge of our annual Civics Forum for high school students. Community engagement.	Yes - full time.	
Deer Park	Appointed.	Part time.	See attached.	No.	

Municipality	1. Is your Village / City Clerk elected or appointed?	2. Is the Clerk position full or part time?	3. What are the job responsibilities of the Village / City Clerk?	4. Does your municipality have a Deputy Clerk position? If yes, is this a full or part time position?	5. Comments
Evanston	Elected -4 year terms.	Full time.	See attached.	2 Full-time Deputy Clerks	https://www.cityofevanston.org/government/city-clerk-s-office
Grayslake	Elected.	Part time.	Attends all official meetings, records meeting minutes, responds to inquiries from other municipal governments and citizens, provides information when requested, maintaining organized documentation of records, etc.	No, we have an executive assistant.	
Hanover Park	Elected.	Part time.	Keep records, minutes, meetings 2 times a month.	Yes. Full time.	
Highland Park	The City Manager serves as the City Clerk by title.	N/A.		The Assistant to the City Manager oversees the Clerk's Division which is within the Administration Department (City Manager's Office). The Division is staffed by two FT professionals - the Assistant to the City Manager and Admn/Cust. Service Specialist.	
Hoffman Estates	Elected.	Full time.	Maintain and index all Village records and FOIA requests, process passports, process and maintain business licenses, attend board and executive session meetings and complete the minutes from those meetings, administer liquor licenses, create ordinances/resolutions, administer bid openings, file documents with Cook County, create budget for the department, do staff reviews, attend Village events and any other task that may arise.	Yes, full time.	
Lake Forest	Appointed.	Full time.	Please see the attached description.	Yes, and full time. However, the DC usually does not perform the Clerk job functions full-time.	See attached.

Municipality	1. Is your Village / City Clerk elected or appointed?	2. Is the Clerk position full or part time?	3. What are the job responsibilities of the Village / City Clerk?	4. Does your municipality have a Deputy Clerk position? If yes, is this a full or part time position?	5. Comments
Lake Zurich	Elected.	Part time.	Take minutes at Board Meetings / JRB / Budget Workshop. Serves as Local Election Official during election years. Handles signing of ordinances and resolutions. Maintains historical records / archives.	Yes, full time. This is a dual-hat worn by the Assistant to the Village Manager or the Director of Management Services.	
Lincolnwood	Elected.	Part time.	Codification, Minutes, FOIA, Voter Registration.	Yes. The staff members are full time but the responsibilities of Codification, Minutes, FOIA, and Voter Registration are shared amongst this group in addition to their normal duties as assigned. The primary deputy clerk is the Admin Executive Secretary.	
Morton Grove	Elected - 4-year term.	Part time.	See attached.	Yes - two - one fulltime and one part time. See attached.	The fulltime Deputy Clerk fills the duties of an Administrative Assistant and manages the Board Meeting and Commission agendas as well as resolutions, ordinances and updating of the Municipal Code.
Mount Prospect	Appointed.	Full time.	<ul style="list-style-type: none"> • Agenda management • Drafts resolutions/ordinances/proclamations • Maintains document digital/paper archive • FOIA officer • Records • Notary. 	We do not have a Deputy Clerk but I have a part-time admin position that is part of the Clerk's office.	
Niles	Appointed.	Full time.	Job Description Attached	Full-Time Deputy Clerk.	See attached.
Palatine	Elected.	Part time.	Writing minutes of Village Council meetings, signing ordinances, resolutions, plats, official documents, and respond to public inquiries. Those in the clerk's office register voters, process passports, respond to public inquiries.	Yes, the Deputy Clerk is full time with two full time assistants.	

Municipality	1. Is your Village / City Clerk elected or appointed?	2. Is the Clerk position full or part time?	3. What are the job responsibilities of the Village / City Clerk?	4. Does your municipality have a Deputy Clerk position? If yes, is this a full or part time position?	5. Comments
Park Ridge	Elected.	Part time.	<ul style="list-style-type: none"> • Roll Call for City council and COW Meetings. • Review and sign off on city council and COW MEETING MINUTES. • Attend and periodically host bi monthly meeting of the Municipal Clerks Association, North and Northwest Suburbs, Cook County, Illinois. • Sign off on Proclamations. • VOTER REGISTRATION Deputy Registrar. • ADMINISTER OATHS OF OFFICE police, fire, library Board, police & fire board of commissioners. • Local election official. • Attend and provide support to various community events to promote the clerk's office and the services offered. • Assist in providing support to residents who visit City hall, call or email the clerk's office. 	Yes. Full time.	

Municipality	1. Is your Village / City Clerk elected or appointed?	2. Is the Clerk position full or part time?	3. What are the job responsibilities of the Village / City Clerk?	4. Does your municipality have a Deputy Clerk position? If yes, is this a full or part time position?	5. Comments
Prospect Heights	Elected.	Part time.	Deputy Clerk has same responsibilities as well as functions outside of assistant to the Clerk: <ul style="list-style-type: none"> • Open Session and Executive Session Minutes • Election validation • Co-signing Ordinances, contracts, licenses, Resolutions, etc. • Giving oath of office • Roll calls at meetings • Maintenance of documents/ executive session audio. 	Yes - full time position.	
Streamwood	Elected.	Full time/ also appointed Collector.	See attachment.	In name only; only to take minutes if Clerk is unavailable.	See attached.
Wheeling	Elected.	Part time.	The Clerk attends all meeting of the Board of Trustees, calls roll, and records vote tallies.	Yes, full time.	The Village of Wheeling has once gone to referendum asking to change the Clerk position from elected to professional. The referendum failed, but there is consideration for trying again.



Agenda Item Executive Summary

AGENDA ITEM: #2024-05 Shelby's BOARD OR COMMITTEE: Committee

BUDGET IMPACT

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

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

EXECUTIVE SUMMARY

The Shelby's video gaming café is looking to move into a smaller leased space within the Brewster Creek Shopping Centre. The Special Use Permit to allow the video gaming café to serve of beer and wine was granted to the previous address (801 S Route 59) and is not transferrable therefor the petitioner is requesting a Special Use Permit to allow a video gaming café to serve beer and wine at 867 S. Route 59.

The Planning & Zoning Commission reviewed the petitioner's request, conducted the public hearing and **recommended approval** of the Special Use Permit at their April 4, 2024 meeting.

ATTACHMENTS (PLEASE LIST)

Memo, minutes of the P&Z Commission meeting, cover letter, application, location map, site plan

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED


- For Discussion Only - To review and forward to the Village Board for a final vote
- Resolution
- Ordinance
- Motion

MOTION:

Staff: Kristy Stone, PDS Director

Date: April 8, 2024

PLANNING & DEVELOPMENT SERVICES MEMORANDUM
24-30

DATE: April 8, 2024
TO: Paula Schumacher, Village Administrator
FROM: Andrew Barna, Associate Planner 
RE: **(#24-05) Shelby's**

PETITIONER

Charity Johns

SUBJECT SITE

867 S. Route 59

REQUESTS

Special Use Permit – To Serve Beer and Wine

SURROUNDING LAND USES

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

CURRENT DISCUSSION

1. The petitioner previously was granted a Special Use Permit to serve beer and wine at 801 S. Route 59 in the Brewster Creek Shopping Center. The applicant is moving to a smaller unit within the same shopping center and must obtain a Special Use Permit to allow a video gaming establishment to serve beer and wine at 867 S. Route 59.
2. The petitioner will be moving from a 2,500 sq. ft. unit to a 1,200 sq. ft. unit.
3. Parking for the shopping center consists of 185 parking spaces. This use would require 20 parking spaces. There appears to be ample parking for this use.
4. The proposed establishment would be required to meet the Village's updated

gaming cafe regulations that 4 seats be provided for every 1 video gaming terminal.

5. The proposed hours of operation for the video gaming establishment would be Sunday-Thursday, 8:00 a.m. to 1:00 a.m. and Friday-Saturday 8:00 a.m. to 2:00 a.m. These proposed hours match the restrictions for the Class B license of Sunday-Thursday 8:00 a.m. to 1:00 a.m. and Friday- Saturday 8:00 a.m. to 2:00 a.m.

RECOMMENDATION

1. The Staff recommends **approval** of the petitioner's request for a special use permit subject to the following conditions and findings of fact:
 - A. Approval of a Class B and VC liquor license;
 - B. The sale of liquor shall be limited to the hours of 8:00 AM to 1:00 AM Sunday through Thursday and 8:00 AM to 2:00 AM on Friday and Saturday, in accordance with the liquor license;
 - C. Findings of fact (special use permit):
 - i. The proposed use at that particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
 - ii. That the proposed use will not under the circumstances of the particular case be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity or be injurious to property value or improvement in the vicinity.
 - iii. That the special use shall conform to the regulations and conditions specified in this Title for such use and with the stipulation and conditions made a part of the authorization granted by the Village Board of Trustees.
2. The Planning and Zoning Commission held the required public hearing, reviewed the petitioner's request, and **recommended approval** at their meeting on April 4, 2024

The minutes of the Planning and Zoning Commission meeting and background information is attached for your review.



Village of Bartlett
Planning and Zoning Commission
April 4, 2024

(#24-05) Shelby's – 867 S Route 59

Special Use Permit – To Serve Beer and Wine

PUBLIC HEARING

The following exhibits were presented:

Exhibit A – Pictures of Signs

Exhibit B – Mail Return Receipts

Exhibit C – Notification of Publication

The petitioner's representative, **Bob Klinke**, CFO Illinois Cafe & Service Co LLC 947 Monroe Ave, River Forest, IL came forward and was sworn in by **M. Werden**. **B. Klinke** stated, we are seeking a Special Use Permit to move the current location to a different location in the same shopping center. We have come to an agreement with the landlord to move to that space. **M. Werden** asked if there were any inquiries regarding this request. **A. Barna** no, there were not. **M. Werden** when is the intended move date? **B. Klinke** we would probably start construction around May 1, 2024. I think we would be done by July 4, 2024. **M. Werden** this request would be to maintain what you already have at the current location. **B. Klinke** yes. **J. Battermann** will there be a new sign at the new location or will you just move the existing sign? **B. Klinke** it will be moved to the new location if that sign meets the specifications of the Village.

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

C. Deveaux made a motion to pass along a **positive recommendation** to the Village Board to approve case **(#24-05) Shelby's** for a Special Use Permit to serve beer and wine subject to the findings of fact outlined in the staff report.

Motioned by: C. Deveaux

Seconded by: J. Miaso

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

Roll Call

Ayes: B. Bucaro, C. Deveaux, J. Kapadoukakis, G. Koziol, J. Miaso, M. Sarwas, J. Battermann,

M. Werden

Nays: None

The motion carried.



February 26, 2024

Village of Bartlett
Village President Kevin Wallace
Village Board of Trustees
228 S. Main Street
Bartlett, IL 60103

RE: Shelby's – Relocation (New Address)

Dear Village President Wallace and Board of Trustees,

Shelby's is looking to relocate its existing location to a new address within the Brewster Creek Shopping Center. We are seeking approval for a special use permit to allow liquor sales at the new address.

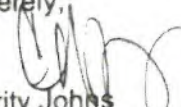
Shelby's is an upscale neighborhood café and gathering place for adults to relax and enjoy coffee, light meal, beer/wine, and gaming in a social environment. We have been serving the Bartlett community since April 2015, and we remain committed to providing great customer service.

Shelby's concept will remain the same as its existing location, and our menu will continue to feature a variety of dining options, from hot breakfast to a variety of small plates that can be enjoyed alone or shared with a friend. Our drink menu includes domestic and imported beers, as well as wines and a premium selection of gourmet beverages.

Shelby's will continue to have 5-6 employees, all fully trained and certified in alcohol and food safety. Hours of operation will remain the same as our current location (Sunday 9am-12am, Monday-Thursday 8am-1am, Friday/Saturday 8am-2am).

Thank you for your time and consideration.

Sincerely,


Charity Johns
Chief Executive Officer



VILLAGE OF BARTLETT
SPECIAL USE PERMIT APPLICATION

For Office Use Only
Case # 2024-05

PROJECT NAME SHELBY'S

PETITIONER INFORMATION (PRIMARY CONTACT)

Name: Charity Johns

Street Address: 2800 S. River Road, Suite 110

City, State: Des Plaines, IL

Zip Code: 60018

Email Address: renata@playspinwinbrands.com

Phone Number: 847-268-4964

Preferred method to be contacted: Email

PROPERTY OWNER INFORMATION


Name: Brewster Creek Limited Partnership

Street Address: 1350 E. Touhy Ave, Suite 360E

City, State: Des Plaines, IL

Zip Code: 60018

Phone Number: 773-557-7569 (Ron Pollastrini)

OWNER'S SIGNATURE: 

Date: 2/26/24

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

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

Liquor Sales

PROPERTY INFORMATION

Common Address/General Location of Property: 867 S. Route 59

Property Index Number ("Tax PIN"/"Parcel ID"): 01-04-402-058

Acreage: _____

Zoning: _____ **Land Use:** _____
(Refer to Official Zoning Map)

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

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

Attorney Schain, Banks, Kenny & Schwartz Ltd
70 W. Madison Street, Suite 5400 Chicago, IL 60602
PH. 312-345-5745 Email: rgolab@schainbanks.com

Engineer _____

Other _____

FINDINGS OF FACT FOR SPECIAL PERMIT

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

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

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

We offer a unique combination of dining, speciality beverages, beer/wine and video gaming in a comfortable, friendly and warm environment. Our menu has a variety of "small plate" breakfast, lunch and dinner items.

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

Our restaurant will not be detrimental to the public. Our staff is fully trained and certified in all areas of operations, including Alcohol Awareness, food sanitation and overall restaurant safety. Our restaurant has a warm, clean and inviting look and in no way will our operation get in the way of any development or improvement of surrounding property.

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

We will abide by all laws and regulations established and required by the State, district and Village.

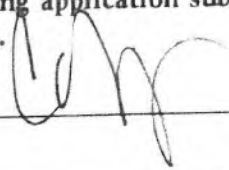
Please refer to Chapter 13 for additional Findings of Fact for Proposed Cannabis Uses

ACKNOWLEDGEMENT

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

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

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

SIGNATURE OF PETITIONER:  _____

PRINT NAME: Charity Johns _____

DATE: 2/26/2024 _____

REIMBURSEMENT OF CONSULTANT FEES AGREEMENT

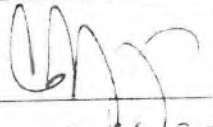
The undersigned hereby acknowledges his/her obligation to reimburse the Village of Bartlett for all necessary and reasonable expenses incurred by the Village for review and processing of the application. Further, the undersigned acknowledges that he/she understands that these expenses will be billed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

NAME OF PERSON TO BE **BILLED**: Charity Johns _____

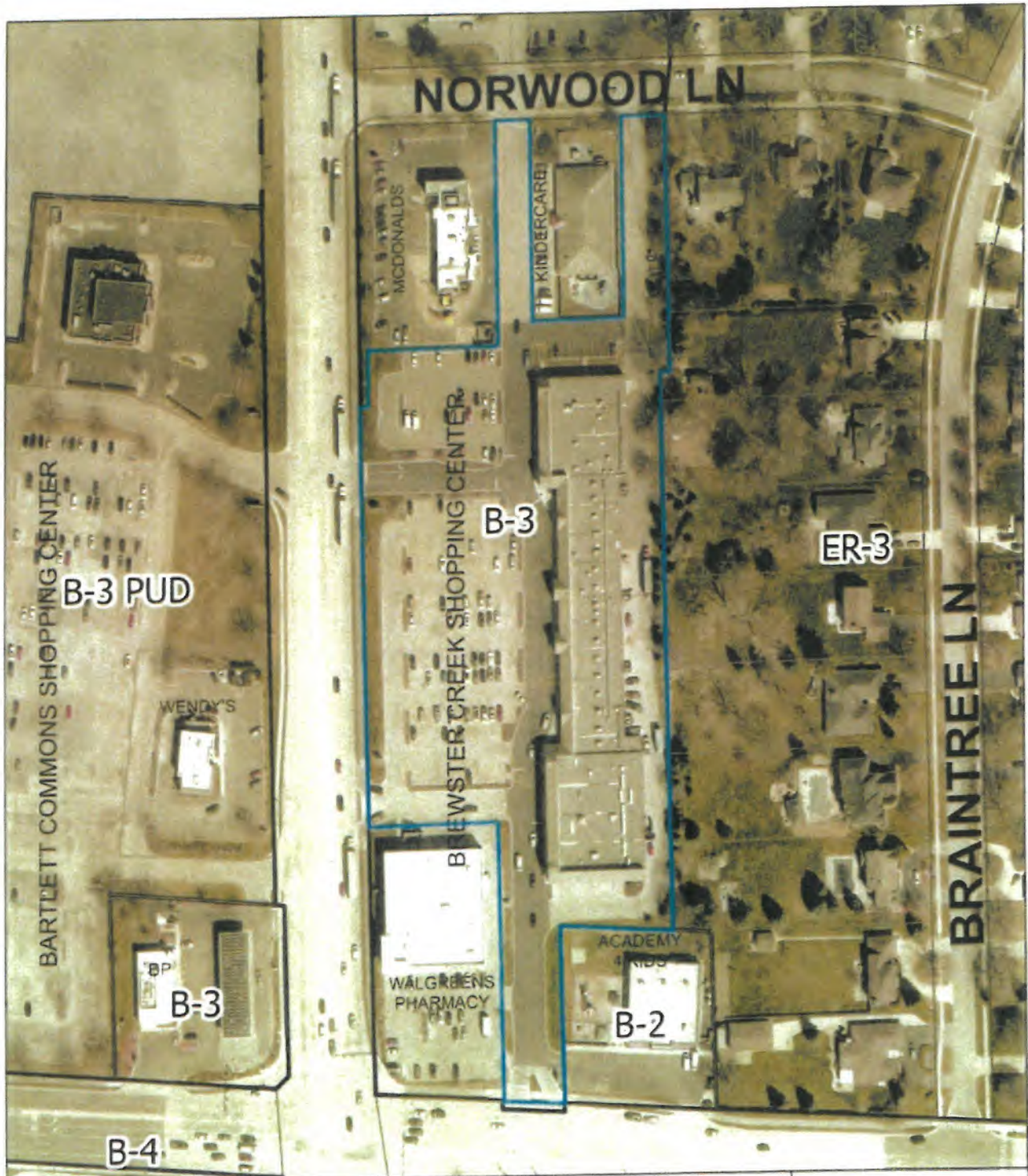
ADDRESS: 2800 S. River Road, Suite 110 _____
Des Plaines, IL 60018 _____

PHONE NUMBER: 847-268-4964 _____

EMAIL: renata@playspinwinbrands.com _____

SIGNATURE:  _____

DATE: 2/26/2024 _____



Location Map

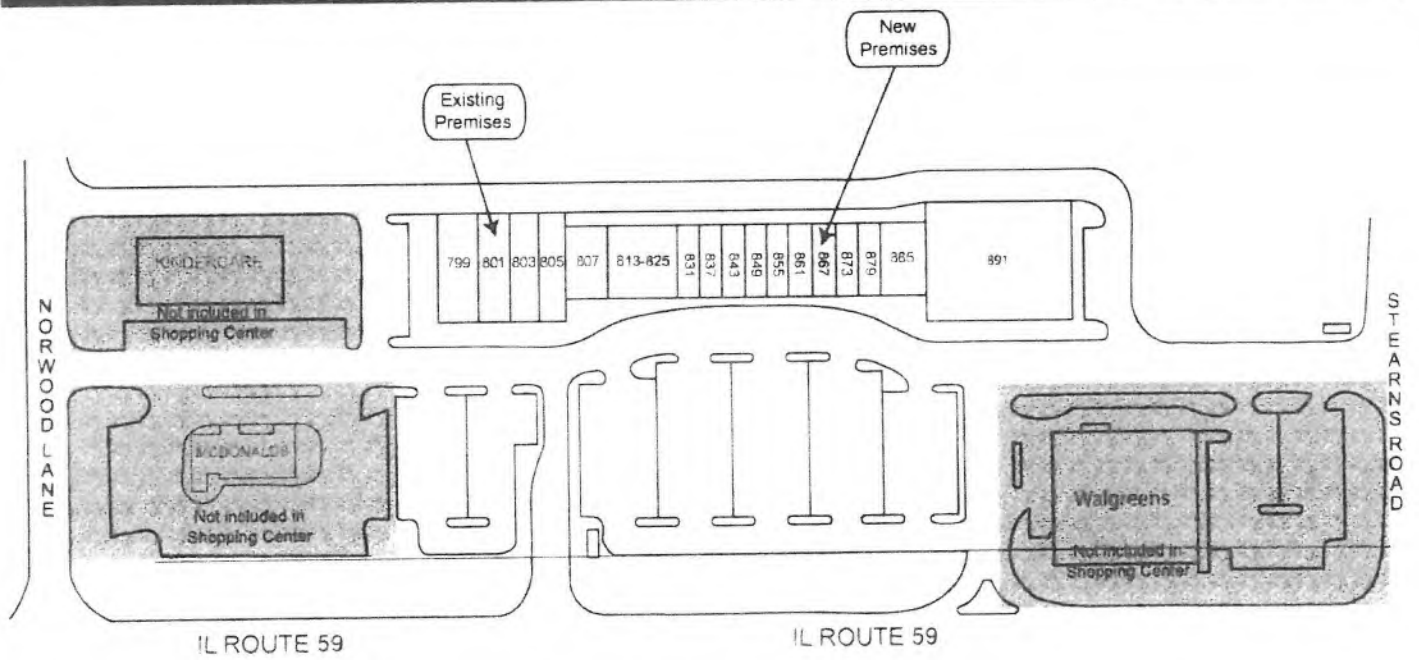
24-05 Shelby's
867 S. Route 59

2024



0 37 575 150 US Feet

BREWSTER CREEK Bartlett, IL





Agenda Item Executive Summary

AGENDA ITEM: Recreational Vehicle Parking Discussion BOARD OR COMMITTEE: Committee

BUDGET IMPACT

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

Fund: N/A Corresponding Activity Measure: Analyze current codes and modifications

EXECUTIVE SUMMARY

Since 1983, the Municipal Code only permits recreational vehicles (other than snowmobiles and snowmobile trailers) to be parked on driveways of single-family or duplex lots between May 1st and October 31st. Recently a resident requested that the start date be moved to allow him to park his boat on his driveway in March or April.

Staff is requesting that the Committee discuss whether a text amendment to modify the current start date (May 1st) for recreational vehicle parking should be drafted and sent to the Planning & Zoning Commission for a public hearing.

ATTACHMENTS (PLEASE LIST)

Memo, current RV regulations, municipal survey

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Evaluate and update development codes

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION:

Staff: Kristy Stone, PDS Director

Date: April 8, 2024

PLANNING & DEVELOPMENT SERVICES MEMORANDUM

24-31

DATE: April 8, 2024
TO: Paula Schumacher, Village Administrator
FROM: Kristy Stone, PDS Director *KS*
RE: **Recreational Vehicle Parking Restriction Discussion**

BACKGROUND

Prior to 1983, recreational vehicles including motor homes, boats, snowmobiles and trailers (collectively referred herein as RVs) were required to be parked within a garage or a fully enclosed structure. The 1983 Zoning Ordinance allowed RVs to be parked on a concrete or asphalt driveway between May 1st and October 31st or in the rear yard behind a single-family home. The full text of the current parking restrictions for recreational vehicles is attached.

On March 12, 2024, a resident emailed the following to several Board members:

I would like to express my opinion on the above ordinance. Today I was tagged by Susan Duchesne the code enforcement officer for having my fishing boat parked on my driveway too early according to the "ordinance". I am retired, on a fixed income, and love to fish. May 1st is an unacceptable date to allow a fishing boat to be parked on my driveway when some of the best fishing is during the months of March, April and May. I like to go Crappie fishing on Kentucky Lake in Late March or Early April, Sauger fishing on the Illinois River and Salmon fishing In April and May. I cannot get my boat re-rigged and ready for the fishing season while having it in storage, not to mention the added cost of 2 additional months of storage fees. I understand the need for rules and regulations to ensure properly maintained properties, but do not understand why this ordinance date is not March 1st instead of May 1st.

I request that this ordinance be reviewed and changed so as not to restrict my ability to enjoy my lifetime hobby.

In response to the request, code enforcement officers surveyed other communities to see what the parking restrictions are for the storage/parking of recreational vehicles on residential properties. A chart outlining the survey results is attached.

RECOMMENDATION

Staff is requesting that the Committee discuss whether a text amendment to modify the current start date (May 1st) for recreational vehicle parking should be drafted and sent to the Planning & Zoning Commission for a public hearing.

10-4A-3: SPECIAL REQUIREMENTS IN RESIDENTIAL DISTRICTS:

C. Recreational Vehicles, Trailers, All-Terrain Vehicles, Watercraft And Snowmobiles:

1. Recreational vehicles, trailers, recreational units, all-terrain vehicles, watercraft, and snowmobiles, as defined in [chapter 2](#) of this title shall only be parked or stored on asphalt, concrete or pavers located in the front or corner side yard on a residential or PD zoning lot containing a detached single family dwelling unit or a duplex dwelling unit: a) between May 1 and October 31 (except snowmobiles on snowmobile trailers), or b) between November 15 and April 15 for snowmobiles on a trailer.
2. A recreational vehicle or trailer parked or stored in a residential or PD Zoning District containing a detached single family or duplex dwelling unit shall only be occupied for living or sleeping purposes for a maximum of seven (7) consecutive days or a total of fifteen (15) days per calendar year.
3. A maximum of one recreational vehicle, trailer, or recreational unit (including all-terrain vehicles, watercraft, and snowmobiles on a trailer) may be located in a rear yard or that portion of an interior side yard which is located behind the front elevation of the principal residence, a minimum of five feet (5') from the side and/or rear lot line.
4. Recreational vehicles, trailers, all-terrain vehicles, watercraft, and snowmobiles, which are in a state of visible disrepair, partial construction or being utilized for a purpose other than what it was originally designed, shall only be stored or parked within a garage or fully enclosed building.
5. Recreational vehicles, trailers, all-terrain vehicles, watercraft and snowmobiles, shall be located only within a garage or fully enclosed building on a zoning lot containing a townhome, attached residential unit or a mobile home in an SR-5, SR-6, MH-1 or PD Zoning District.
6. Recreational vehicles, trailers, all-terrain vehicles, watercraft and snowmobiles may be parked or stored in a designated common area within a mobile home park provided the area is fenced and/or screened from view from adjacent properties.

CITY/VILLAGE	ALLOW RV, ETC. PARKING	DATE RESTRICTIONS	PARKING RESTRICTIONS- FRONT/CORNER SIDE	PARKING RESTRICTIONS- INT. SIDE OR REAR	DIMENSION RESTRICTIONS	TIME RESTRICTIONS	PROHIBITED	ALLOTMENT	SCREENED
ALGONQUIN	YES		Hard Surface						
AURORA	YES with restrictions		Hard Surface, Used Daily as principal means of transportation. <25' L	Hard Surface 3' int. side & 5' rear lot lines	RV: 25' L, 8' W, 11' h Boat: 25' L, Trailer: 20' L	3 days per month =< 48 hrs for loading & unloading		1	6' fence or wall or 75% opacity landscaping 6'-8' h at planting
BARTLETT	YES with restrictions	5/1-10/31 summer RVs, etc. & 11/15-4/15 snowmobiles & trailers	Hard Surface during allowable dates	5' from any lot line				1 in front No limit side or rear	
CHAMPAIGN	YES		Hard Surface	Hard Surface - side Enclosed Gravel - rear				1	
GLENDALE HEIGHTS	YES		Hard Surface	Hard Surface				1	
HAWTHORN WOODS	NO		Only for loading & unloading Friday thru Monday						
HIGHLAND PARK	YES with restrictions		Hard Surface - Temporary for loading & unloading	Hard Surface					
HUNTLEY	YES with restrictions	Hard Surface-Temporary for 7 consecutive days/28 per year	Not Allowed	Permanent Hard Surface 5' from any lot line		7 consecutive days/ max 28 days per year		1	
LAKE ZURICH	YES with restrictions	larger size only 5/1-10/31	Not Allowed	Hard Surface Rear only- larger size-5' from any lot line	>30' L, 8' W, 11' h & <30' L, 8' W, 11' h & only in rear yard.				
LINCOLNWOOD	YES with restrictions	Boats 4/2-10/30 Snowmobiles 11/30-3/31	Hard Surface - Temporary for loading & unloading			48 hrs			
NAPERVILLE	YES with restrictions		Hard Surface, Used Daily as principal means of transportation. <25' L	5' from any lot line		3xs per month =< 48 hrs for loading & unloading		1	6' fence or wall or 75% opacity landscaping 6' h at planting
NORRIDGE	NO		Hard Surface - Temporary for loading & unloading not to exceed 24 hrs						
ROCKFORD	YES with restrictions			Hard Surface 6' from any lot line	30'	6 hours for loading & unloading	trucks, utility type trailers, car hauling trailers, enclosed box type utility trailers, commercial construction trailers, any type of hauling trailer	1	

ROSCOE	YES		Hard Surface	Hard Surface 5' from side lot line & 10' from building on adjoining lot	5' from side & rear lot line & 10' from building on adjoining lot				
ROSELLE	YES with restrictions		Hard Surface for loading & unloading not to exceed 48 hrs	Allowed if doesn't exceed 29' L, 8' W, 10' h	29' L, 8' W, 10' h	48 hrs			
SOUTH ELGIN	YES	Parking: 4/1-10/31 Storage: 11/1-3/31	Hard Surface	Hard Surface 1' from side & 7.5' from rear lot lines				2	
STREAMWOOD	YES with restrictions		Hard Surface nothing over 8' h		RVs-35' L, 13' h Open trailers 16' L			1	
TROUT VALLEY	YES with restrictions	only during period or season of active use							
WARRENVILLE	YES		Hard Surface 3' from garage/principal building & 5' from lot lines	Unpaved 3' from garage/principal building & 5' from lot lines				3 max depending on lot size	
WESTMONT	TEMPORARY-3 days		TEMPORARY-3 days	Hard or Gravel Surface Specifically Designated Parking Space		3 days		1	
WINNEBAGO COUNTY	YES			3' from any lot line Motorhomes not allowed in rear yard	<22'			2	