

Public Hearing for 231-251 E. Lake Street Annexation – 7:00 P.M.

VILLAGE OF BARTLETT  
VILLAGE HALL, 228 S. MAIN STREET  
BOARD AGENDA  
May 21, 2024  
7:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. \*CONSENT AGENDA\*

*All items listed with an asterisk\* are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the General Order of Business and considered at the appropriate point on the agenda.*

\*6. MINUTES: Board and Committee – May 7, 2024

\*7. BILL LIST: May 21, 2024

8. TREASURER'S REPORT:  
March, 2024  
Sales Tax Report, March, 2024  
Motor Fuel Tax Report, March, 2024

9. PRESIDENT'S REPORT:

- A. American Public Works Association (APWA) Awards
- B. Public Works Week Proclamation
- C. Lorna Giles Retirement Proclamation

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

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

12. STANDING COMMITTEE REPORTS:

A. BUILDING AND ZONING COMMITTEE, CHAIRMAN GUNSTEEN

- 1. Ordinance Approving an Annexation Agreement with SEM Vanderbilt LLC
- 2. Ordinance Annexing Territory to the Village of Bartlett Pursuant to 65 ILCS 5/7-1-8

B. COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

- 1. None

C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

- \*1. Microsoft 365 Renewal

D. LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

- \*1. An Ordinance Amending the Bartlett Municipal Code Regarding Noise Limitations
- \*2. Hanover Township Class D Liquor License Request

E. POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI

- 1. None

F. PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE

- \*1. Resolution Authorizing the Use of Motor Fuel Tax Funds in the Amount of \$900,000 to Pay for the Cost of Construction for all FY2024/2025 MFT General Maintenance Program Projects
- \*2. Resolution Approving of the Third Amendment to the Non-Exclusive License Agreement Between the Village of Bartlett and New Cingular Wireless PCS, LLC
- \*3. Purchase of (1) Ford F350 Pickup Truck from Sutton Ford Commercial Truck Center
- \*4. Resolution Approving the 2024 Concrete Replacement Program Agreement Between the Village of Bartlett and Schroeder & Schroeder Inc.

13. NEW BUSINESS

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT



# Agenda Item Executive Summary

AGENDA ITEM: #2024-07 231-251 E Lake Street Annexation Agreement BOARD OR COMMITTEE: Board  
PUBLIC HEARING

## BUDGET IMPACT

Amount \$N/A

Budgeted \$N/A

Fund: N/A

Corresponding Activity Measures: Pursue annexation of unincorporated parcels

## EXECUTIVE SUMMARY

The notice for the public hearing for the Annexation Agreement for 231-251 E. Lake Street was delivered to all required entities and officials and published in the Daily Herald on May 5, 2024. The Annexation Agreement has also been available for public viewing in the Planning and Development Services Department.

## ATTACHMENTS (PLEASE LIST)

PDS Memo, Public Hearing Notice and Proof of Publication

### RELATIONSHIP TO STRATEGIC PLAN GOAL

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

Short Term (1-3 Years): Routine  Complex

Long Term (3-5 Years): Routine  Complex

### ACTION REQUESTED

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

Staff: Kristy Stone, PDS Director

Date: May 10, 2024

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**  
**24-038**

DATE: May 10, 2024

TO: Paula Schumacher, Village Administrator

FROM: Kristy Stone, PDS Director

RE: **#2024-07 231-251 E Lake Street Annexation Agreement  
PUBLIC HEARING**

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The notice for the public hearing for the Annexation Agreement for 231-251 E. Lake Street was delivered to all required entities and officials and published in the Daily Herald on May 5, 2024. The Annexation Agreement has also been available for public viewing in the Planning and Development Services Department.

The public hearing notice and proof of publication are attached for your review

## PUBLIC HEARING NOTICE

**NOTICE IS HEREBY GIVEN** that the Village Board of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, will hold a Public Hearing on Tuesday, May 21, 2024 at 7:00 P.M. or as soon thereafter as the matter may be heard, in the Bartlett Municipal Center, 228 South Main Street, Bartlett, Illinois to consider testimony and evidence from the petitioners and members of the public with respect to the proposed Annexation Agreement between the Village of Bartlett and SEM Vanderbilt LLC (231-251 E Lake St - Case #24-07) for the annexation of the following legally described property:

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

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

**PERMANENT INDEX NUMBERS: 06-26-304-002, 06-26-304-003 and 06-26-304-004**

This approximate 1.11-acre property is commonly known as 231-251 E. Lake Street on the south side of E. Lake Street (U.S. Route 20) in Hanover Township, Cook County, Illinois.

The proposed Annexation Agreement is available for public viewing at the Bartlett Village Hall located at 228 South Main Street in the Planning & Development Services Department from 8:30 A.M. to 4:30 P.M. Monday through Friday.

The above-referred Public Hearing may be recessed from time to time to another date or dates, if notice of the time and place of such adjourned Public Hearing is publicly announced at the immediately preceding Public Hearing.

All interested parties are invited to attend and will be given an opportunity to be heard. If an accommodation for an individual with a disability is necessary, please contact Paula Schumacher at 837-0800 (voice) or 830-0940 (TDD).

BY  
Kevin Wallace, President  
Village of Bartlett

cc: L. Giless, Village Clerk,  
Petitioners

To be published in The Daily Herald on or before May 6, 2024.

**PUBLIC HEARING NOTICE**

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The above-referred Public Hearing may be recessed from time to time to another date or dates, if notice of the time and place of such adjourned Public Hearing is publicly announced at the immediately preceding Public Hearing. All interested parties are invited to attend and will be given an opportunity to be heard, if an accommodation for an individual with a disability is necessary, please contact Paula Schumacher at 837-0800 (voice) or 830-0940 (TDD). BY Kevin Wallace, President, Village of Bartlett  
Published in Daily Herald May 5, 2024 (4615441)

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

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

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

I further certify that the Northwest Suburbs **DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 05/05/2024 in said Northwest Suburbs **DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

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

Control # 4615441





**VILLAGE OF BARTLETT**  
**BOARD MINUTES**  
**May 7, 2024**

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1. CALL TO ORDER

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

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Sam Hughes, Finance Director Todd Dowden, Assistant Public Works Director Tyler Isham, Village Engineer Nick Talerico, Planning & Development Director Kristy Stone, Grounds Superintendent Matt Giermak, Police Chief Geoff Pretkelis, Deputy Chief Rob Sweeney, Village Attorney Kurt Asprooth and Village Clerk Lorna Gilles.

3. INVOCATION – Senior Pastor Kelly Brady from Bartlett Bible Church did the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

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

Trustee LaPorte stated that he would like to add items 12.C.1, 2 & 3 to the Consent Agenda - Resolution 2024-33-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and Ancel Glink, P.C.; Resolution 2024-34-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C.; Resolution 2024-35-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and Ottosen Dinolfo Hasenbalg & Castaldo, Ltd.

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



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

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

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

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

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

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

6. MINUTES – Covered and approved under the Consent Agenda.
7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT - None
9. PRESIDENT'S REPORT
  - A. President Wallace read a Proclamation for IT Coordinator Chris Hostetler upon his retirement from the village.
  - B. President Wallace read a Proclamation for Police Officer Manny Perez upon his retirement from the village.
  - C. Trustee Suwanski read a Proclamation for National Police Week (May 12-18, 2024).
  - D. Trustee Hopkins read a Proclamation Recognizing May 2024 as Bike Month.
  - E. President Wallace read a Proclamation for former Bartlett resident Roy Engstrom, winner of the 2023-24 Governor's Volunteer Service Award.

Mr. Engstrom thanked the board and especially Trustee Deyne who nominated him.



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10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne asked about the Marathon gas station on Lake and Bartlett Road.

Planning and Development Director Kristy Stone stated that once they have the TIF District established on Lake Street, they have a lot more alternatives that they can pursue. She anticipated the TIF District to be presented to the board in a couple of months.

Trustee Gunsteen stated that he golfed at Bartlett Hills recently and thought that the sprinkler company was doing a very good job at staying out of the way of the golfers. He thought the work was pretty amazing.

Trustee Deyne stated that there is a good possibility that they could be complete by the middle of July.

Trustee Gunsteen asked if sales were up this year as compared to last year.

Trustee Deyne stated that they were up over \$100,000.

Village Administrator Paula Schumacher stated that the nice weather has led to record-breaking sales at the midway for green fees and they have had a few significantly larger weddings that have pushed the food and beverage monthly revenue into new territory.

Trustee Gunsteen stated that Mother's Day brunch is sold out.

Trustee Hopkins asked for an update from the State on West Bartlett and Route 59.

Assistant Public Works Director Tyler Isham stated that the State is still working on the curbed mediums.

Trustee Hopkins asked about the construction in downtown Bartlett.

Mr. Isham stated that they are working on the connections and putting in the new services. That detour is going through May 17. The whole project should be complete by early August - weather permitting.

President Wallace stated that he heard they were going to pause until the end of the school year.

Mr. Isham stated that they are not going to pause. They were directed to stay out of the school zones while it is in session. They have plenty of work to do along North and Oak to cover until school is out.

Trustee Deyne recognized employee and commissioner birthdays/anniversaries and congratulated them.





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Trustee LaPorte thanked the chief for a great time at the police open house the other day. The Lions pancake breakfast was also great.

11. TOWN HALL

**Suzanne Johnson, 3 Thistle Court, Streamwood, IL 60107**

Ms. Johnson stated that she appreciated the opportunity to return to the village board this evening to provide an update on their boundary proposal for the new middle school in Bartlett. On January 24, 2022 their Board of Education reviewed and approved a recommendation for a five-year facility plan. One of the recommendations most significant to the Village of Bartlett was to convert Hawk Hollow Elementary School to a middle school to provide added capacity and to assist with their effort to move all 6<sup>th</sup> grades into our middle schools across the district. This will provide a much-needed middle school in the southeast corner of the district. They identified that they do not currently have a middle school there. Arcon Associates, Inc. was selected as the architect for this project and conceptual design began the second half of 2022. Last fall, the Board of Education approved and recommended and awarded the construction work to George Sollitt Construction Company. Work has commenced with the goal of reaching substantial completion by July of 2025 which will allow them to occupy the building for the 2025-26 school year. They have had the opportunity to welcome the village president and trustees to tour the construction site and will continue to make that available as construction progresses. They are planning to occupy the school again beginning on August, 2025 and they are committed to bringing boundary recommendations to the Board of Education and to the communities to provide more than a year's notice to our impacted families. Last evening, they brought the formal recommendations for boundaries specific to this middle school. Their goal is to establish a contiguous attendance area for the new middle school and serve approximately 750 students when they are at full occupancy. Their plan is to open the building only with seventh grade students in the fall of 2025, as this would be the year they are ready to occupy the building. They have identified that as being very important. Some of the feedback coming from the community is when the building is ready for occupancy they want students in the building and they will do that but only with those seventh grade students. This will be the year before they are officially ready to move sixth grade to all of the middle schools in the 2026-27 school year. It will only be seventh grade, they don't feel it would be appropriate to ask eighth grade students to make a transition two years in a row. This will allow them to open the building as opposed to letting it sit empty for an entire year after construction is complete. They have also worked on their boundary criteria that was established previously by their enrollment facilities committee in 2010. They have been seeking additional input and direction through the Unite46 efforts. There is a Unite46 meeting tomorrow at 7:00 p.m. at Eastview Middle School. This criteria includes distance and travel times to school, a consistent feeder pattern, proximity to school, keeping communities together, ability for siblings to stay together and the stability of attendance boundaries. The following schools will attend the new middle school (board will take action on May 20<sup>th</sup>): Prairieview, Spring Trail, Sycamore Trails, a portion of Wayne Elementary (east of the Elgin/Joliet and Eastern Railway tracks) and Liberty. This recommendation was also brought as a proposal to the Board of Education last evening. This will allow them to shift sixth grade to their middle schools and support added capacity across the district. This is also in alignment with the facilities master plan that is online with all the other



## VILLAGE OF BARTLETT BOARD MINUTES May 7, 2024

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documents. They are very excited about opening the school in a little over fifteen months and bringing that new school to the Village of Bartlett.

President Wallace thanked her personally on behalf of the board, he has been serving Bartlett for eleven years and this is the first time a superintendent has been at the dais. He really appreciated her coming to do this.

### **Terry Witt, 471 S. Western Avenue**

Mr. Witt thanked the board for doing a really good job and stated that it was the thirteenth year for proclamations and support. He thanked the Bartlett Lions for the fix-it station by the library. He was happy that bicycle trails are one of the strategic objectives and stated that they are very complex. He thought there were two spots in the community to get the east and west of Route 59 together. He stated that DuPage County has stated that they will build the path on Stearns Road that is going to go down to the state park. They cannot forget about West Bartlett Road. He spoke about the people living in Westridge subdivision that are excluded from a lot of activity. As a member of the Northwest Municipal Conference they have bicycle corridors identified. There are nineteen bicycle corridors. Bartlett is not even mentioned. He felt that someone from the village board should speak up to be included in one of the identified corridors. If we could get a grant through them we would have a chance of getting our path built for the community.

Ms. Schumacher stated that they have a \$500,000 grant from the State of Illinois for the pedestrian crossing at Naperville Road. They have been working very diligently on the underground crossing from Route 59 to the Grasslands to make that connection to downtown.

## 12. STANDING COMMITTEE REPORTS

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

Trustee Gunsteen stated that Ordinance 2024-36, an Ordinance Granting a Front Yard Variation for Packaging by Design at 1250 Hardt Circle and Ordinance 2024-37, an Ordinance Granting a Special Use Permit to Allow the Serving of Beer and Wine for Shelby's Gaming Café at 867 Route 59 were covered and approved under the Consent Agenda.

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

Trustee Gandsey stated that there was no report.

### C. FINANCE COMMITTEE, CHAIRMAN LAPORTE

Trustee LaPorte stated that Resolution 2024-33-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and Ancel Glink, P.C.; Resolution 2024-34-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C.; Resolution 2024-35-R, a Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and Ottosen Dinolfo Hasenbalg



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& Castaldo, Ltd. were covered and approved under the Consent Agenda.

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

Trustee Hopkins stated that Per Title 1, Chapter 8, of the Bartlett Municipal Code dealing with Village Officers and Employees, annual appointments of Village Officers by the Village President with the advice and consent of the Board are done on an annual basis.

Below are the appointees:

- a. Village Administrator, Paula Schumacher
- b. Village Attorney, Kurt Asprooth
- c. Village Treasurer, Todd Dowden
- d. Village Budget Officer and Director of Finance, Todd Dowden
- e. Director of Public Works, Daniel Dinges
- f. Building and Code Enforcement Division Manager/Building Official, John Komorowski
- g. Electrical Inspector, William Dettmer
- h. Plumbing Inspector, Dewayne Burris
- i. Health Officer, Frank Bertolami
- j. Chief of Police, Geoffrey Pretkelis
- k. Village Engineer, Nick Talarico
- l. Director of Planning and Development Services/Zoning Administrator, Kristy Stone
- m. Administrative Hearing Officer Francis Bongiovanni
- n. Open Meetings Act Officer, Paula Schumacher
- o. Freedom of Information Act Officers, Samuel Hughes, Scott Skrycki (in his absence)

Trustee Hopkins stated that Bartlett High School Fireworks Permit Request; Ordinance 2024-38, an Ordinance Amending Section 3-3-2-16: Class N of the Bartlett Liquor Ordinance; Ordinance 2024-39, an Ordinance Amending the Bartlett Municipal Code Regarding Certain Village Officers were covered and approved under the Consent Agenda.

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

Trustee Suwanski stated that there was no report.

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

Trustee Deyne stated that Resolution 2024-40-R, a Resolution Approving of the Sanitary Sewer Main & Service Lining Agreement Between the Village of Bartlett and Performance Pipelining, Inc.; Resolution 2024-41-R, a Resolution Approving of the Renewal of the Agreement for Sanitary Sewer Manholes Rehabilitation Project Between the Village of Bartlett and Structured Solutions, LLC; Resolution 2024-42-R, a Resolution Approving of the Second Renewal of the Agreement for Fire Hydrant Painting Between the Village of Bartlett and Muscat Painting and Decorating were covered and approved under the Consent Agenda.

**13. NEW BUSINESS - None**



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14. QUESTION/ANSWER PRESIDENT & TRUSTEES - None

15. ADJOURNMENT

President Wallace stated that the board will adjourn and there will be a Committee of the Whole meeting. Immediately following, the board will adjourn to Executive Session to discuss Purchase or Lease of Real Estate Pursuant to Section 2(c)5 of the Open Meetings Act.

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:44 p.m.

Lorna Gilles  
Village Clerk



# VILLAGE OF BARTLETT COMMITTEE MINUTES May 7, 2024

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## 1. CALL TO ORDER

President Wallace called the Committee of the Whole meeting of May 7, 2024 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:45 p.m.

## 2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Samuel Hughes, Human Resources Director Janelle Terrance, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Village Engineer Nick Talarico, Planning & Development Director Kristy Stone, Assistant Golf Pro Paul Galvan, Police Chief Geoff Pretkelis, Deputy Chief Rob Sweeney, Deputy Chief Will Naydenoff, Village Attorney Kurt Asprooth and Village Clerk Lorna Giles.

3. TOWN HALL: None

## 4. STANDING COMMITTEE REPORTS

### A. LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

#### 1. Amend Municipal Code Regarding Noise Limitations

Chairman Hopkins introduced the item.

Deputy Chief Sweeney added that this ordinance would give teeth to enforcing noise complaints in the village. Currently, our ordinance only applies to the commercial and business districts. We get most of our calls in residential areas, so we give violations but have no recourse if it continues. This would not be an increase in violations or enforcement action. We would still allow violators to abate the noise, but this would give the officers the ability to write a violation if it continued to occur. Currently, the only option officers have is a disorderly conduct violation, which is kind of a stretch for a noise violation. With that, we are also asking for an amendment in the amplifier regulations to clean up some of the language that is already preexisting and remove the special use permit for noise violations. We have amplifier permits that are requested when there is an exemption to that rule, so we do not need a special use permit.

Chairman Suwanski asked about the citation.

Deputy Chief Sweeney stated it would be a local ordinance citation, and they would have to go to Rolling Meadows for court.

Chairman Suwanski asked about the fine.



## VILLAGE OF BARTLETT COMMITTEE MINUTES May 7, 2024

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Deputy Chief Sweeney stated there would not be a fine. It would go before a judge, and they could either impose a fine, community service, or come to another resolution.

Chairman Hopkins asked if we could make the citations come to our local adjudication vs. Cook County.

Chief Pretkelis said that would be possible. We would just have to work with the attorney to make those changes.

Chairman Hopkins asked if that would be more appropriate.

Chief Pretkelis stated certainly, and we could look into the pay-by-mail option if we wanted to as well.

Chairman Hopkins says, hypothetically, what if I was listening to music in my backyard, my neighbor doesn't like me and calls the cops. In that time, I turn off the music and go inside. Could he be cited for that?

Chief Pretkelis stated the ordinance is changing for sound emitting 50 feet from a property line or a vehicle. In 2023, the police department responded to 284 calls for noise. Many of these calls are in residential areas, and we have no enforcement action. Ninety-two of those complaints are coming from the Bartlett Lake Apartments. We have been meeting with them on a regular basis, and they have been voicing their concerns with us because when they call, we can't do anything about it. When we get a call, we would first ask them to abate the noise. If it continues, then we would have this new tool in our toolbox to help with enforcement.

Chairman Suwanski asked if this is mostly just for music.

Chief Pretkelis stated it is noise from parties and music.

Chairman Suwanski confirmed that the sound has to reach past the 50' barrier. If you are in an apartment, you will be within 50'.

Chief Pretkelis stated a citation is the last option, and we would try to get them to reduce the sound levels.

Chairman Gunsteen asked how this compares to surrounding cities.

Chief Pretkelis stated most include residential, so it would put us in line with them. Ours is modeled after the City of Aurora. We think that this ordinance would reduce the number of complaints over time.

Chairman LaPorte stated most lease agreements have time restrictions for quiet hours. He also agreed with moving it to the local court.

President Wallace stated he would like to see the numbers on noise calls for this year to see if they are being reduced.



**VILLAGE OF BARTLETT  
COMMITTEE MINUTES  
May 7, 2024**

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Chairman Gunsteen asked what the fee would be.

Attorney Kurt Asprooth stated \$750 is usually the max we will cap it at.

The item was forwarded on to the Village Board for a vote.

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

1. Tree Preservation Discussion

Chairman Deyne introduced the item.

Planning and Zoning Director Kristy Stone explained that about a month ago we received a call about trees being clear-cut on an open lot. The current village ordinance only requires a tree preservation plan once someone submits a development application. If someone doesn't submit a development application, they do not need to follow the tree preservation ordinance. We did a survey and got a lot of results back. They seem to vary widely from being incredibly restrictive to very lax and only covering parkways, parks, etc. In the past, we have only required tree preservation along perimeters of development. In keeping with that, if the board wants to enforce this for the development sites that are still out there, if they would like to enact an ordinance, we could keep a 50-foot tree buffer on all sides until we get a development agreement. We do not want to do anything overly burdensome because many times developers want to see what the property will look like before they purchase.

Chairman Deyne asked about the site on Rt. 59 and Lake St. with what staff is proposing.

Ms. Stone stated you would not be able to see the rear of those townhomes. If they wanted to remove trees, we would ask that they turn in a tree survey, have it reviewed by the village forester to see what kind of species they are, the quality of the trees, etc. We would still give them flexibility, but we would want to have more information upfront.

Chairman Gunsteen asked if this is related to residential property at all.

Ms. Stone stated no. We do not want to be involved in whether a resident can cut down a tree or not.

Chairman Gunsteen asked if there was a landscape ordinance reviewed if they are removing trees so they are added back in.

Ms. Stone stated that is correct, they have to submit a landscape plan but this is just in the meantime so there is a buffer so the residents are not shocked. This would only apply to properties butting up to residential properties.

Chairman Hopkins stated 100-year-old oak trees are more meaningful than a young oak tree, so it would help preserve old trees.



## VILLAGE OF BARTLETT COMMITTEE MINUTES May 7, 2024

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Chairman Gunsteen stated until such time that a developer comes in and needs to remove them for their development.

Ms. Stone stated at that time we would be looking to see what we could try to save based on the plans.

Chairman Gunsteen asked what the repercussions would be if they cleared the lot without our permission.

Ms. Stone stated it would be a violation up to \$750.

Chairman Hopkins asked if we can change it or we could make it \$750 per day.

Ms. Stone stated that is correct.

Chairman Gunsteen stated he is torn because he develops properties and in Elgin where Biggers Chevrolet is, they literally had to redesign their entire parking lot to preserve a tree.

Ms. Suwanski stated she believes this is just the buffer before development.

Chairman Gunsteen stated it's just a lot looser than other communities.

Chairman Gandsey asked if everything on the map in red has a tree line.

Ms. Stone stated not necessarily.

Chairman Hopkins stated he thinks it would help the board make better decisions and help the residents near these areas.

Chairman LaPorte asked about the sites on the map. Can we have our arborist take a drive by some of these sites just to see what is out there and add it to the notes.

Ms. Stone stated the problem is things change over time and she doesn't necessarily know where that property line is.

President Wallace thought this ordinance was a great idea.

The item was forwarded on to the Village Board for a vote.

### 5. ADJOURN TO EXECUTIVE SESSION

A. To Discuss Purchase or Lease of Real Estate Pursuant to Section 2(c) 5 of the Open Meetings Act.

### C. ADJOURNMENT





**VILLAGE OF BARTLETT  
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Chairman Deyne moved to adjourn the Committee of the Whole meeting and that motion was seconded by Chairman LaPorte.

**ROLL CALL VOTE TO ADJOURN**

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

The Committee of the Whole meeting was adjourned to Executive Session at 8:06 p.m.

The Committee of the Whole meeting was readjourned following the Executive Session and immediately adjourned at 8:46 p.m.

Samuel Hughes  
Deputy Village Clerk

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 5/21/2024**

**100-GENERAL FUND REVENUES**

**410110-REAL ESTATE TRANSFER TAX**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RACHEL WESTBURG	REFUND TRANSFER STAMP/BARTLETT TO BARTLETT	1,005.00
	<b>INVOICES TOTAL:</b>	<b>1,005.00</b>

**430300-VILLAGE FINES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KEVIN KINSELLA	REFUND FOR DISMISSED TICKET	25.00
	<b>INVOICES TOTAL:</b>	<b>25.00</b>

1,030.00

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DEARBORN LIFE INSURANCE COMPANY	MONTHLY INSURANCE-MAY 2024	4,122.50
	<b>INVOICES TOTAL:</b>	<b>4,122.50</b>

4,122.50

**1100-VILLAGE BOARD/ADMINISTRATION**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRANICUS	FOIA MODULE SERVICE AGREEMENT	7,459.13
	<b>INVOICES TOTAL:</b>	<b>7,459.13</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	77.38
	<b>INVOICES TOTAL:</b>	<b>77.38</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	46.20
	<b>INVOICES TOTAL:</b>	<b>46.20</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHWEST MUNICIPAL CONFERENCE	ANNUAL MEMBERSHIP DUES	20,963.55
	<b>INVOICES TOTAL:</b>	<b>20,963.55</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARTS IN BARTLETT	CIVIC GROUP FUNDING	10,370.00

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 5/21/2024**

1 BARTLETT 4TH OF JULY COMMITTEE	CIVIC GROUP FUNDING	12,000.00
1 BARTLETT AREA CHAMBER OF COMMERCE	CIVIC GROUP FUNDING	5,500.00
1 BARTLETT LIONS CLUB	CIVIC GROUP FUNDING	500.00
1 BARTLETT OKTOBERFEST FOUNDATION	CIVIC GROUP FUNDING	8,000.00
1 BATTERY G 2ND ILLINOIS LIGHT ARTILLERY	CANNON GROUP/MEMORIAL DAY WALK	500.00
1 BUGLES ACROSS AMERICA NFP	DONATION/MEMORIAL DAY WALK	100.00
1 IGNITE THE COURAGE	CIVIC GROUP FUNDING	3,500.00
1 SHANNON ROVERS IRISH PIPE BAND	BAGPIPERS/MEMORIAL DAY WALK	250.00
	<b>INVOICES TOTAL:</b>	<b>40,720.00</b>

69,266.26

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ANCEL GLINK P.C.	PROFESSIONAL SERVICES	20,327.50
1 CLARK BAIRD SMITH LLP	PROFESSIONAL SERVICES	8,375.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	465.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	150.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	825.00
	<b>INVOICES TOTAL:</b>	<b>31,067.50</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CHASTAIN & ASSOCIATES LLC	OAK AVE RESURFACING PROJECT	535.79
1 CHASTAIN & ASSOCIATES LLC	NORTH AVE RESURFACING PROJECT	734.83
1 HAMPTON LENZINI AND RENWICK INC	GRASSLANDS-PHASE 1	426.25
	<b>INVOICES TOTAL:</b>	<b>1,696.87</b>

32,764.37

**1400-FINANCE**

**522950-ORDINANCE CODIFICATION**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMERICAN LEGAL PUBLISHING	ORDINANCE SUPPLEMENTS	1,702.00
	<b>INVOICES TOTAL:</b>	<b>1,702.00</b>

**530135-LEAF BAG LABELS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 GROOT INC	YARD WASTE STICKERS	2,000.00
	<b>INVOICES TOTAL:</b>	<b>2,000.00</b>

**532200-OFFICE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CENTURY PRINT & GRAPHICS	A/P CHECK FORMS	225.79

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
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1 WAREHOUSE DIRECT	OFFICE SUPPLIES	97.11
	<u>INVOICES TOTAL:</u>	<u>322.90</u>
		4,024.90

**1500-PLANNING & DEV SERVICES**

**526006-INSPECTION SERVICES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 FOOD & ALCOHOL SERVICE TRAINING INC	FOOD SERVICE INSPECTIONS 04/24	550.00
	<u>INVOICES TOTAL:</u>	<u>550.00</u>

**530100-MATERIALS & SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 WAREHOUSE DIRECT	OFFICE CHAIRS	602.00
	<u>INVOICES TOTAL:</u>	<u>602.00</u>
		1,152.00

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ELINEUP LLC	ANNUAL MAINTENANCE AGREEMENT	600.00
1 JOHNSON CONTROLS SECURITY SOLUTIONS	SEMI-ANNUAL BILLING	310.10
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	281.20
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	144.66
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	413.25
1 PROSHRED CHICAGO	PAPER SHREDDING SERVICES	220.08
1 T-MOBILE	TELEPHONE BILL	840.00
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	SUBPOENA FEES	95.00
1 VERIZON WIRELESS	WIRELESS SERVICES	72.02
1 VERIZON WIRELESS	WIRELESS SERVICES	1,220.32
	<u>INVOICES TOTAL:</u>	<u>5,431.63</u>

**525400-COMMUNICATIONS - DUCOMM**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 DU-COMM	FACILITY LEASE/OPERATING COSTS	8,804.75
1 DU-COMM	QUARTERLY DUES	212,396.50
	<u>INVOICES TOTAL:</u>	<u>221,201.25</u>

**526000-SERVICE TO MAINTAIN VEHICLES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMAZON CAPITAL SERVICES INC	REPLACEMENT BATTERIES	113.97
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	729.11
1 FTD AUTO LLC	VEHICLE MAINTENANCE	1,142.18
1 FTD AUTO LLC	VEHICLE MAINTENANCE	1,142.18

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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1 FTD AUTO LLC	VEHICLE MAINTENANCE	97.44
1 FTD AUTO LLC	VEHICLE MAINTENANCE	142.56
1 FTD AUTO LLC	VEHICLE MAINTENANCE	97.44
1 FTD AUTO LLC	VEHICLE MAINTENANCE	55.00
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	604.10
<b>INVOICES TOTAL:</b>		<b>4,123.98</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	14.99
1 DIY AWARDS	OFFICER OF THE YEAR AWARD	199.99
** 1 GINA'S COTTAGE KITCHEN	COOKIES	105.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	35.91
1 MIDWEST FIRST AID & SAFETY	FIRST AID SUPPLIES	75.90
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	114.38
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	29.36
<b>INVOICES TOTAL:</b>		<b>575.53</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	UNIFORM APPAREL	934.18
1 RAY O'HERRON CO INC	UNIFORM APPAREL	875.41
<b>INVOICES TOTAL:</b>		<b>1,809.59</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS - WEST	ONLINE/SOFTWARE SUBSCRIPTION	238.31
<b>INVOICES TOTAL:</b>		<b>238.31</b>

**530125-SHOOTING RANGE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	AMMUNITION ORDER	3,980.00
<b>INVOICES TOTAL:</b>		<b>3,980.00</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	367.12
1 WAREHOUSE DIRECT	PENS	18.91
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	414.12
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	27.99
<b>INVOICES TOTAL:</b>		<b>828.14</b>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	POSTAGE-OFFICER LETTER	31.35
<b>INVOICES TOTAL:</b>		<b>31.35</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COLLEGE OF DUPAGE	BASIC SWAT CLASS	325.00
1 NICHOLAS JUDD	POLICE ACADEMY	138.86
1 ANDREW KEYSER	POLICE ACADEMY	193.88
1 MICHAEL J KMIECIK	POLICE ACADEMY	206.98
1 NOAH MERGES	POLICE ACADEMY	201.74
1 GRZEGORZ MILOS	TRAINING EXPENSES	849.60
1 NORTH EAST MULTI-REGIONAL TRAINING INC	CLASS REGISTRATION FEES	80.00
1 MARK PEREZ	POLICE ACADEMY	201.74
1 UNIVERSITY OF ILLINOIS	BASIC LAW ENFORCEMENT TRAINING	37,170.00
<b>INVOICES TOTAL:</b>		<b>39,367.80</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS POLICE ACCREDITATION COALITION	MEMBERSHIP DUES	100.00
<b>INVOICES TOTAL:</b>		<b>100.00</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	OPEN HOUSE GIVEAWAY	35.99
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	130.26
1 PATRIOTIC FROG	RUBBER BAND PLAQUE	275.00
<b>INVOICES TOTAL:</b>		<b>441.25</b>

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	64.26
1 STEPHEN A LASER ASSOCIATES	POLICE OFFICER ASSESSMENTS	1,200.00
1 PHYSICIANS IMMEDIATE CARE	PERSONNEL TESTING	1,840.00
<b>INVOICES TOTAL:</b>		<b>3,104.26</b>

281,233.09

**1800-STREET MAINTENANCE**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RUNNION EQUIPMENT COMPANY	RENTAL OF VERSALIFT SST-40	4,000.00
1 VERIZON WIRELESS	WIRELESS SERVICES	306.60
1 VERIZON WIRELESS	WIRELESS SERVICES	36.01
1 VERIZON WIRELESS	WIRELESS SERVICES	279.38
<b>INVOICES TOTAL:</b>		<b>4,621.99</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	24.67

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
 DETAIL BOARD REPORT  
 INVOICES DUE ON/BEFORE 5/21/2024**

INVOICES TOTAL: 24.67

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	720.00
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	675.00
1 WEST SIDE TRACTOR SALES	EQUIPMENT REPAIRS	2,069.04
<u>INVOICES TOTAL:</u>		<u>3,464.04</u>

**527110-SVCS TO MAINTAIN TRAFFIC SIGS**

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

**527113-SERVICES TO MAINT. GROUNDS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ABBOTT TREE CARE PROFESSIONALS LLC	LAWN MAINTENANCE SERVICES	1,093.75
1 ABBOTT TREE CARE PROFESSIONALS LLC	LAWN MAINTENANCE SERVICES	2,393.75
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT/140 E BARTLETT AVE	328.34
1 UNO MAS LANDSCAPING	LANDSCAPE MAINTENANCE SERVICES	4,885.00
<u>INVOICES TOTAL:</u>		<u>8,700.84</u>

**527130-SIDEWALK & CURB REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,974.60
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,887.70
1 ELMHURST CHICAGO STONE COMPANY	DELIVERY WAITING FEE	245.25
1 WELCH BROS INC	MATERIALS AND SUPPLIES	1,013.00
<u>INVOICES TOTAL:</u>		<u>7,120.55</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	BATTERIES	879.00
1 FENCE CONNECTION INC	MATERIALS AND SUPPLIES	672.00
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	27.38
<u>INVOICES TOTAL:</u>		<u>1,578.38</u>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	535.63
<u>INVOICES TOTAL:</u>		<u>535.63</u>

**530160-SAFETY EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIVE STAR SAFETY EQUIPMENT INC	SAFETY EQUIPMENT	267.00
<u>INVOICES TOTAL:</u>		<u>267.00</u>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT**  
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**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/CREAMER/FILTERS/SUGAR	116.33
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	13.95
<b>INVOICES TOTAL:</b>		<b>130.28</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATTHEW BURRIS	PLUMBING MATERIALS	624.00
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE MATERIALS	61.93
1 ARLINGTON POWER EQUIPMENT INC	MAINTENANCE SUPPLIES	320.41
1 ARLINGTON POWER EQUIPMENT INC	SAW BLADE/GLOVES	250.32
1 BATTERY SERVICE CORP	BATTERY	124.50
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	5.30
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	17.78
<b>INVOICES TOTAL:</b>		<b>1,404.24</b>

**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HIGH STAR TRAFFIC	STREET MAINTENANCE MATERIALS	133.00
1 WELCH BROS INC	DUMP ASPHALT GRINDINGS	300.00
1 WELCH BROS INC	GRAVEL PURCHASE	99.00
<b>INVOICES TOTAL:</b>		<b>532.00</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE TOPSOIL INC	GRAVEL PURCHASE	1,185.00
1 MIDWEST TRADING HORTICULTURAL	GRASS SEED	307.60
<b>INVOICES TOTAL:</b>		<b>1,492.60</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTANT ELECTRIC SUPPLY CO	STREET LIGHTING SUPPLIES	119.90
1 GRAINGER	FIRE BARRIER SEALANT	18.60
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	140.21
<b>INVOICES TOTAL:</b>		<b>278.71</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS DEPARTMENT OF FINANCIAL	APPLICATION FEE	150.00
<b>INVOICES TOTAL:</b>		<b>150.00</b>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOTAL ROOFING & CONSTRUCTION	NEW ROOF CRIB SYSTEM INSTALLATION	32,000.00

\*\* Indicates pre-issue check.



**VILLAGE OF BARTLETT  
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INVOICES TOTAL: 32,000.00

**574800-TREE PURCHASES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE FIELDS ON CATON FARM INC	TREE PURCHASE	12,750.00
<u>INVOICES TOTAL:</u>		<u>12,750.00</u>
		76,194.71

**4200-MUNICIPAL BLDG PROJECTS EXP**

**572000-BUILDING & GROUNDS IMPROVMNTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING SOLUTIONS TEAM	HVAC SYSTEM REHABILITATION	5,310.50
<u>INVOICES TOTAL:</u>		<u>5,310.50</u>
		5,310.50

**5000-WATER OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	12,738.17
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
1 WATER RESOURCES INC	ANN. HARDWARE MAINT/2 YR INSTALL CONTRACT	2,150.00
<u>INVOICES TOTAL:</u>		<u>17,181.50</u>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	306.60
<u>INVOICES TOTAL:</u>		<u>306.60</u>

**522800-ANALYTICAL TESTING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	933.20
<u>INVOICES TOTAL:</u>		<u>933.20</u>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT/140 E BARTLETT AVE	328.34
1 DIXON ENGINEERING INC	WATER TOWER PROJECT	1,300.00
<u>INVOICES TOTAL:</u>		<u>1,628.34</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	801.94
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	2,862.85
1 NICOR GAS	GAS BILL	215.49

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 3,880.28

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	175.00
		<u>INVOICES TOTAL:</u> <u>175.00</u>

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	TURF RESTORATION SERVICES	1,785.00
1 WELCH BROS INC	GRAVEL PURCHASE	49.50
		<u>INVOICES TOTAL:</u> <u>1,834.50</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MATERIALS & SUPPLIES	1,717.12
1 PORTER PIPE & SUPPLY	MATERIALS & SUPPLIES	683.01
1 USA BLUE BOOK	MATERIALS AND SUPPLIES	319.55
1 ZIEBELL WATER SERVICE	MATERIALS AND SUPPLIES	576.00
		<u>INVOICES TOTAL:</u> <u>3,295.68</u>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	557.83
		<u>INVOICES TOTAL:</u> <u>557.83</u>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	971.10
		<u>INVOICES TOTAL:</u> <u>971.10</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/CREAMER/FILTERS/SUGAR	116.34
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	13.95
		<u>INVOICES TOTAL:</u> <u>130.29</u>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MAY BILLS POSTAGE	3,035.13
		<u>INVOICES TOTAL:</u> <u>3,035.13</u>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOTAL ROOFING & CONSTRUCTION	NEW ROOF CRIB SYSTEM INSTALLATION	32,000.00
		<u>INVOICES TOTAL:</u> <u>32,000.00</u>

\*\* Indicates pre-issue check.

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65,929.45

**5090-WATER CAPITAL PROJECTS EXP**

**581020-WATER METER AUTOMATION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	ANN. HARDWARE MAINT/2 YR INSTALL CONTRACT	26,350.36
1 WATER RESOURCES INC	WATER METER AND SUPPLIES	1,842.40
1 WATER RESOURCES INC	WATER METERS/INSTALLATION FEES	273,923.48
1 WATER RESOURCES INC	WATER METER AND SUPPLIES	3,569.85
<b>INVOICES TOTAL:</b>		<b>305,686.09</b>

**581029-WATERMAIN REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRINE CONSTRUCTION CORP	2024 WATER MAIN REPLACEMENT	367,012.25
<b>INVOICES TOTAL:</b>		<b>367,012.25</b>

**581038-VILLAGE SYSTEM IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BOLLER CONSTRUCTION CO INC	PUMP STATION MODIFICATIONS	78,799.22
<b>INVOICES TOTAL:</b>		<b>78,799.22</b>

751,497.56

**5100-SEWER OPERATING EXPENSES**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	306.60
<b>INVOICES TOTAL:</b>		<b>306.60</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT/140 E BARTLETT AVE	328.34
<b>INVOICES TOTAL:</b>		<b>328.34</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	99.20
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	201.11
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	23,871.23
1 NICOR GAS	GAS BILL	51.03
1 NICOR GAS	GAS BILL	47.83
1 NICOR GAS	GAS BILL	43.78
1 NICOR GAS	GAS BILL	46.51
1 NICOR GAS	GAS BILL	51.88
1 NICOR GAS	GAS BILL	140.96
1 NICOR GAS	GAS BILL	46.53
1 NICOR GAS	GAS BILL	2,360.01

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 26,960.07

**524210-SLUDGE REMOVAL**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	8,130.00
		<u>INVOICES TOTAL:</u> <u>8,130.00</u>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	150.00
		<u>INVOICES TOTAL:</u> <u>150.00</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PETROCHOICE LLC	MATERIALS AND SUPPLIES	1,071.78
1 PRO CHEM INC	CHEMICAL SUPPLIES	564.91
		<u>INVOICES TOTAL:</u> <u>1,636.69</u>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	876.86
		<u>INVOICES TOTAL:</u> <u>876.86</u>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	4,004.25
		<u>INVOICES TOTAL:</u> <u>4,004.25</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	13.95
		<u>INVOICES TOTAL:</u> <u>13.95</u>

**532300-POSTAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	MAY BILLS POSTAGE	3,035.13
		<u>INVOICES TOTAL:</u> <u>3,035.13</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AHW LLC	OIL	52.58
1 LIONHEART CRITICAL POWER	GENERATOR MAINTENANCE	13,180.51
1 STENSTROM PETROLEUM SERVICES INC	MONTHLY INSPECTION FEE	150.00
		<u>INVOICES TOTAL:</u> <u>13,383.09</u>

\*\* Indicates pre-issue check.

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**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOTAL ROOFING & CONSTRUCTION	NEW ROOF CRIB SYSTEM INSTALLATION	32,000.00
	<u>INVOICES TOTAL:</u>	<u>32,000.00</u>

90,824.98

**5190-SEWER CAPITAL PROJECTS EXP**

**582027-WWTP FACILITY IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	UST REMOVAL/1152 BITTERSWEET DR	8,022.75
	<u>INVOICES TOTAL:</u>	<u>8,022.75</u>

8,022.75

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

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

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	134.90
1 NICOR GAS	GAS BILL	219.43
1 VERIZON WIRELESS	WIRELESS SERVICES	42.11
	<u>INVOICES TOTAL:</u>	<u>396.44</u>

**570200-BLDG & GROUNDS IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATTHEW BURRIS	PLUMBING REPAIRS	645.00
	<u>INVOICES TOTAL:</u>	<u>645.00</u>

1,391.44

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	142.95
	<u>INVOICES TOTAL:</u>	<u>142.95</u>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GOLDMORE MECHANICAL LLC	REFRIGERANT/LABOR	522.00
1 GREAT LAKES SERVICE	LABOR TO REPLACE ICE MAKER	90.00

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 612.00

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	1,108.16
		<u>INVOICES TOTAL: 1,108.16</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T-TIME DESIGNS INC	GOLF PENCILS/TEES	1,022.11
		<u>INVOICES TOTAL: 1,022.11</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,064.36
		<u>INVOICES TOTAL: 1,064.36</u>

**534200-GOLF CART MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 O'REILLY AUTOMOTIVE INC	BATTERIES	711.96
		<u>INVOICES TOTAL: 711.96</u>

**534331-PURCHASES - GOLF SHOES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	MEN'S SHOES	851.68
		<u>INVOICES TOTAL: 851.68</u>

**534332-PURCHASES - GOLF BALLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BRIDGESTONE GOLF INC	GOLF BALLS	1,666.78
		<u>INVOICES TOTAL: 1,666.78</u>

**534333-PURCHASES - GOLF CLUBS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SRIXON / CLEVELAND GOLF / XXIO	RENTAL CLUBS	915.00
		<u>INVOICES TOTAL: 915.00</u>

**534335-PURCHASES - MISC GOLF MDSE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	GOLF APPAREL	621.57
1 ADIDAS AMERICA INC	MEN'S POLO	134.59
1 T-TIME DESIGNS INC	GOLF PENCILS/TEES	375.00
		<u>INVOICES TOTAL: 1,131.16</u>

**534336-PURCHASES - RENTAL GOLF CLUBS**

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

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1 SRIXON / CLEVELAND GOLF / XXIO	RENTAL CLUBS	915.00
1 SRIXON / CLEVELAND GOLF / XXIO	RENTAL CLUBS	915.00
1 SRIXON / CLEVELAND GOLF / XXIO	RENTAL CLUBS	5,490.00
1 SRIXON / CLEVELAND GOLF / XXIO	RENTAL CLUBS	915.00
<b>INVOICES TOTAL:</b>		<b>8,235.00</b>

17,461.16

**5510-GOLF MAINTENANCE EXPENSES**

**524120-UTILITIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 NICOR GAS	GAS BILL	369.39
1 NICOR GAS	GAS BILL	293.88
<b>INVOICES TOTAL:</b>		<b>663.27</b>

**530100-MATERIALS & SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ADVANCED TURF SOLUTIONS	MAINTENANCE SUPPLIES	1,056.00
1 SIMPLOT TURF & HORTICULTURE	MATERIALS & SUPPLIES	678.96
1 SIMPLOT TURF & HORTICULTURE	MATERIALS & SUPPLIES	1,226.00
1 SIMPLOT TURF & HORTICULTURE	MATERIALS & SUPPLIES	948.18
<b>INVOICES TOTAL:</b>		<b>3,909.14</b>

**532000-AUTOMOTIVE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,064.36
<b>INVOICES TOTAL:</b>		<b>1,064.36</b>

**532200-OFFICE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMAZON CAPITAL SERVICES INC	TONER CARTRIDGE	40.98
<b>INVOICES TOTAL:</b>		<b>40.98</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CAROL STREAM LAWN & POWER	MAINTENANCE MATERIALS	58.59
1 REINDERS INC	MAINTENANCE SUPPLIES	2,527.83
1 REINDERS INC	MAINTENANCE SUPPLIES	35.90
<b>INVOICES TOTAL:</b>		<b>2,622.32</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 SIMPLOT TURF & HORTICULTURE	MATERIALS & SUPPLIES	1,000.00
1 SIMPLOT TURF & HORTICULTURE	MATERIALS & SUPPLIES	2,744.14
1 SIMPLOT TURF & HORTICULTURE	MATERIALS & SUPPLIES	1,247.85
1 DENNIS TROST	MATERIALS & SUPPLIES	3,780.00

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 8,771.99

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRANK MENINI NUISANCE	RODENT TRAPS	760.00
		<u>INVOICES TOTAL: 760.00</u>

**570100-MACHINERY & EQUIPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 COMMERCIAL IRRIGATION INC	IRRIGATION SYSTEM PYT #3	317,458.27
		<u>INVOICES TOTAL: 317,458.27</u>

335,290.33

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	87.50
		<u>INVOICES TOTAL: 87.50</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	184.69
		<u>INVOICES TOTAL: 184.69</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE AND SUPPLIES	100.00
1 SYSCO CHICAGO INC	SUPPLIES	50.00
		<u>INVOICES TOTAL: 150.00</u>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	300.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	379.29
1 EUCLID BEVERAGE LLC	BEER PURCHASE	175.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	859.00
1 GRECO AND SONS INC	FOOD PURCHASE AND SUPPLIES	250.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	132.80
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	300.00
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	157.69
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	650.00
		<u>INVOICES TOTAL: 3,203.78</u>

3,625.97

\*\* Indicates pre-issue check.



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**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	87.50
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 ALSCO	LINEN SERVICES	519.21
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	61.00
	<u>INVOICES TOTAL:</u>	<u>687.71</u>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	MOTHER'S DAY ADVERTISING	60.00
	<u>INVOICES TOTAL:</u>	<u>60.00</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	184.70
	<u>INVOICES TOTAL:</u>	<u>184.70</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE AND SUPPLIES	120.00
1 MLA WHOLESALE INC	FLOWERS	72.70
1 SYSCO CHICAGO INC	SUPPLIES	115.85
1 SYSCO CHICAGO INC	SUPPLIES	142.28
1 SYSCO CHICAGO INC	SUPPLIES	38.87
	<u>INVOICES TOTAL:</u>	<u>489.70</u>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	622.47
1 DUSTIN BROOKS	SUSHI PURCHASE FOR MOTHER'S DAY BRUNCH	965.52
1 EUCLID BEVERAGE LLC	BEER PURCHASE	175.05
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	1,811.59
1 GRECO AND SONS INC	FOOD PURCHASE AND SUPPLIES	299.93
1 GRECO AND SONS INC	FOOD PURCHASE	149.80
1 IL GIARDINO DEL DOLCE INC	CAKE	88.50
1 LAKESHORE BEVERAGE	BEER PURCHASE	132.81
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	163.25
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	358.07
	<u>INVOICES TOTAL:</u>	<u>4,766.99</u>

6,189.10

**5580-GOLF MIDWAY EXPENSES**

\*\* Indicates pre-issue check.

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**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	100.00
1 CHICAGO BEVERAGE SYSTEMS/	BEER PURCHASE	480.75
1 CIGAR WERKS INC	CIGAR PURCHASE	396.29
1 EUCLID BEVERAGE LLC	BEER PURCHASE	322.00
1 GORDON FOOD SERVICE INC	FOOD PURCHASE	75.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	300.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	584.93
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	95.55
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	100.00
<b>INVOICES TOTAL:</b>		<b>2,454.52</b>
		<b>2,454.52</b>

**6000-CENTRAL SERVICES EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONVERGINT TECHNOLOGIES LLC	SOFTWARE SUPPORT	3,249.59
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	3,432.00
1 MIDWEST MECHANICAL	MAINTENANCE AGREEMENT	417.00
1 NORTHWEST MUNICIPAL CONFERENCE	EMPLOYEE ASSISTANCE PROGRAM	4,346.82
<b>INVOICES TOTAL:</b>		<b>11,445.41</b>

**522700-COMPUTER SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PAGEFREEZER SOFTWARE INC	SOCIAL MEDIA ARCHIVING SERVICE	3,803.28
1 TYLER TECHNOLOGIES INC	ANNUAL SUPPORT/UPDATE LICENSING	79,933.06
<b>INVOICES TOTAL:</b>		<b>83,736.34</b>

**524100-BUILDING MAINTENANCE SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLEGIANT FIRE PROTECTION LLC	ALARM REPAIRS	850.00
1 ALLEGIANT FIRE PROTECTION LLC	QUARTERLY FIRE PUMP INSPECTION	685.00
<b>INVOICES TOTAL:</b>		<b>1,535.00</b>

**524110-TELEPHONE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	228.65
<b>INVOICES TOTAL:</b>		<b>228.65</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	1,272.41
<b>INVOICES TOTAL:</b>		<b>1,272.41</b>

\*\* Indicates pre-issue check.

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**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	419.07
1 AMAZON CAPITAL SERVICES INC	RETIREMENT PARTY DECORATIONS	143.79
1 AMAZON CAPITAL SERVICES INC	ZIP TIES FOR IT	22.98
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	688.09
1 MIDWEST FIRST AID & SAFETY	FIRST AID SUPPLIES	74.63
1 WAREHOUSE DIRECT	SUPPLIES	139.02
1 WAREHOUSE DIRECT	SUPPLIES	111.87
<b>INVOICES TOTAL:</b>		<b>1,599.45</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	REPLACEMENT PRINTER	259.00
<b>INVOICES TOTAL:</b>		<b>259.00</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOWN & COUNTRY GARDENS EL	FLOWERS	349.96
<b>INVOICES TOTAL:</b>		<b>349.96</b>

100,426.22

**7000-POLICE PENSION EXPENDITURES**

**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAUTERBACH & AMEN LLP	APRIL 2024 PSA	200.00
<b>INVOICES TOTAL:</b>		<b>200.00</b>

200.00

**900000-POOLED CASH & INVESTMENT FUND**

**100028-POSTAGE MACHINE**

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

5,000.00

**GRAND TOTAL: 1,863,411.81**

\*\* Indicates pre-issue check.

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GENERAL FUND	469,787.83
MUNICIPAL BUILDING FUND	5,310.50
WATER FUND	817,427.01
SEWER FUND	98,847.73
PARKING FUND	1,391.44
GOLF FUND	365,021.08
CENTRAL SERVICES FUND	100,426.22
POLICE PENSION FUND	200.00
POOLED CASH & INVESTMENT FUND	5,000.00
<b>GRAND TOTAL</b>	<b>1,863,411.81</b>

\*\* Indicates pre-issue check.

VILLAGE OF BARTLETT TREASURER'S REPORT  
 CASH & INVESTMENT REPORT  
 FISCAL YEAR 2023/24 as of March 31, 2024

Fund	2/29/2024	Receipts	Disburse- ments	3/31/2024
General	23,702,820	3,428,715	2,134,674	24,996,861
MFT	5,725,036	168,975	0	5,894,010
Debt Service	527,142	511,183	636	1,037,689
Capital Projects	5,339,859	10,927	659	5,350,127
Municipal Building	2,778,404	17,828	0	2,796,232
Developer Deposits	2,946,242	57,349	0	3,003,591
59 & Lake TIF	(2,738,420)	0	0	(2,738,420)
BC Municipal TIF	1,390,832	5,334	0	1,396,165
Bluff City TIF Municipal	332,656	220	0	332,876
Water	9,928,071	1,098,714	956,024	10,070,761
Sewer	22,013,239	1,962,577	1,757,698	22,218,117
Parking	(213,845)	5,923	5,674	(213,596)
Golf	(1,226,640)	144,982	185,004	(1,266,663)
Central Services	833,688	129,502	164,830	798,360
Vehicle Replacement	4,791,421	67,183	28,242	4,830,361
<b>TOTALS</b>	<b>76,130,504</b>	<b>7,609,408</b>	<b>5,233,441</b>	<b>78,506,470</b>

Detail of Ending Balance			
Cash	Investments	Net Assets/Liab.	3/31/2024
9,590,069	15,462,729	(55,937)	24,996,861
2,804,176	3,060,400	29,434	5,894,010
368,862	668,249	578	1,037,689
15,716	5,334,411	0	5,350,127
894,934	1,621,308	279,989	2,796,231
484,273	5,224,722	(2,705,404)	3,003,591
371,102	672,306	(3,781,828)	(2,738,420)
506,784	918,115	(28,734)	1,396,165
118,392	214,484	0	332,876
3,420,701	6,196,931	453,128	10,070,761
1,887,931	3,420,089	16,910,097	22,218,117
0	0	(213,596)	(213,596)
0	0	(1,266,663)	(1,266,663)
258,597	468,488	71,275	798,360
899,074	1,628,807	2,302,480	4,830,361
<b>21,620,612</b>	<b>44,891,040</b>	<b>11,994,819</b>	<b>78,506,470</b>

BC Project TIF	1,503,452	6,582	0	1,510,034	0	0	1,510,034	1,510,034
Bluff City Project TIF	32,710	123	0	32,833	11,678	21,156	0	32,833
Bluff City SSA Debt Srv.	56,585	250	0	56,835	0	0	56,836	56,836
Police Pension	60,965,658	1,809,438	295,758	62,479,338	754,967	61,723,840	530	62,479,338



Todd Dowden  
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT  
REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND  
FISCAL YEAR 2023/24 as of March 31,2024

Fund	Revenues				Expenditures			
	Actual	Current Year Budget	Percent	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	29,316,283	30,412,215	96.40%	109.91%	27,507,542	30,493,039	90.21%	92.87%
MFT	1,902,913	2,035,000	93.51%	98.34%	1,335,325	2,725,000	49.00%	65.36%
Debt Service	3,023,273	3,032,126	99.71%	87.87%	2,968,177	2,970,906	99.91%	99.91%
Capital Projects	140,520	150,000	93.68%	104.22%	659	1,551,000	0.04%	100.00%
Municipal Building	287,358	90,000	319.29%	106.91%	632,485	890,000	71.07%	1.17%
Developer Deposits	551,805	260,000	212.23%	48.61%	0	0	0.00%	6.51%
Bluff City SSA	558,787	998,450	55.97%	49.53%	974,803	986,450	98.82%	99.39%
59 & Lake TIF	0	150,000	0.00%	0.00%	174,342	215,000	81.09%	126.52%
Bluff City Municipal TIF	87,147	76,500	113.92%	121.25%	290	105,000	0.28%	0.00%
Bluff City Project TIF	1,255,498	2,335,000	53.77%	52.92%	1,234,123	2,335,000	52.85%	52.78%
Brewster Creek Municipal TIF	1,170,033	1,015,344	115.24%	95.26%	1,250,317	2,610,000	47.90%	25.61%
Brewster Creek Project TIF	9,083,721	9,104,579	99.77%	116.11%	11,797,414	13,433,000	87.82%	115.48%
Water	13,062,339	13,211,000	98.87%	94.00%	10,890,583	13,965,148	77.98%	67.47%
Sewer	18,011,965	25,220,000	71.42%	95.46%	20,163,055	31,829,419	63.35%	86.16%
Parking	70,046	60,000	116.74%	109.17%	72,747	168,076	43.28%	57.18%
Golf	2,590,102	4,620,500	56.06%	93.64%	3,163,888	4,610,060	68.63%	91.72%
Central Services	1,417,244	1,526,151	92.86%	92.17%	1,478,611	1,727,781	85.58%	81.47%
Vehicle Replacement	753,275	729,242	103.30%	120.94%	291,265	1,400,000	20.80%	84.72%
Police Pension	9,786,528	6,679,296	146.52%	26.74%	3,234,391	3,518,433	91.93%	77.24%
Subtotal	93,068,838	101,705,403	91.51%	92.28%	87,170,017	115,533,312	75.45%	84.80%
Less Interfund Transfers	(4,682,367)	(5,107,286)	91.68%	191.68%	(4,682,067)	(5,107,286)	91.67%	191.68%
Total	88,386,471	96,598,117	91.50%	87.11%	82,487,949	110,426,026	74.70%	79.24%

VILLAGE OF BARTLETT TREASURER'S REPORT  
MAJOR REVENUE BUDGET COMPARISONS  
FISCAL YEAR 2023/24 as of March 31, 2024

Fund	Actual	Current Year Budget	Percent	Prior YTD %
Property Taxes	11,837,648	12,396,362	95.49%	87.85%
Sales Taxes (General Fund)	3,557,467	4,050,000	87.84%	106.22%
Income Taxes	6,092,910	6,400,000	95.20%	112.32%
Telecommunications Tax	365,774	410,000	89.21%	92.15%
Home Rule Sales Tax	2,733,171	2,600,000	105.12%	107.68%
Real Estate Transfer Tax	721,138	750,000	96.15%	82.55%
Use Tax	1,525,748	1,700,000	89.75%	100.05%
Building Permits	1,202,135	850,000	141.43%	127.80%
MFT	1,707,183	1,750,000	97.55%	93.55%
Water Charges	12,300,518	12,840,000	95.80%	92.27%
Sewer Charges	6,879,477	6,550,000	105.03%	99.53%
Interest Income	2,600,442	1,180,000	220.38%	2008.69%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 GOLF FUND DETAIL (Excluding Capital Projects)  
 FISCAL YEAR 2023/24 as of March 31, 2024

Fund	Actual	Current Year Budget	Percent
<b>Golf Program</b>			
Revenues	1,536,294	1,544,500	99.47%
Expenses	1,293,043	1,491,746	86.68%
Net Income	243,252	52,754	461.11%
<b>F&amp;B - Restaurant</b>			
Revenues	147,569	159,000	92.81%
Expenses	361,152	391,619	92.22%
Net Income	(213,582)	(232,619)	91.82%
<b>F&amp;B - Banquet</b>			
Revenues	720,502	830,000	86.81%
Expenses	676,024	727,445	92.93%
Net Income	44,477	102,555	43.37%
<b>F&amp;B - Midway</b>			
Revenues	185,737	170,000	109.26%
Expenses	93,670	82,250	113.88%
Net Income	92,068	87,750	104.92%
<b>Golf Fund Total</b>			
Revenues	2,590,102	2,703,500	95.81%
Expenses	2,423,888	2,693,060	90.00%
Net Income	166,214	10,440	1592.09%



Sales Taxes

Month	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24
May	125,055	141,609	161,850	159,411	167,379	156,194	160,850	185,540	220,859	255,956
June	153,553	170,308	178,006	186,494	194,753	187,952	183,798	277,635	281,954	308,327
July	178,983	170,734	181,943	201,320	200,041	205,572	198,797	274,678	303,057	323,030
August	200,051	200,031	224,385	219,629	227,783	232,110	209,005	331,855	338,161	350,947
September	188,547	193,484	211,186	224,268	218,236	220,524	233,289	325,874	334,152	354,588
October	190,872	204,424	209,930	215,328	211,089	262,349	221,535	299,302	380,114	340,045
November	181,445	198,880	206,205	208,760	215,922	227,334	202,764	304,608	319,337	325,687
December	188,055	212,286	212,435	219,639	196,081	214,284	236,916	314,214	316,040	307,781
January	179,846	204,437	207,123	221,599	221,276	243,184	208,079	282,703	338,672	334,418
February	160,774	170,190	201,075	206,836	196,714	186,495	199,411	312,927	335,097	348,179
March	187,865	194,219	190,934	196,530	181,590	203,051	203,477	308,392	452,524	334,584
April	141,054	149,630	167,837	180,413	170,866	193,930	211,072	247,260	281,334	
<b>Total</b>	<b>2,076,100</b>	<b>2,210,232</b>	<b>2,352,909</b>	<b>2,440,227</b>	<b>2,401,729</b>	<b>2,532,977</b>	<b>2,468,994</b>	<b>3,464,989</b>	<b>3,901,303</b>	<b>3,583,543</b>
<b>% increase</b>	<b>-0.37%</b>	<b>6.46%</b>	<b>6.46%</b>	<b>3.71%</b>	<b>-1.58%</b>	<b>5.46%</b>	<b>-2.53%</b>	<b>40.34%</b>	<b>13.78%</b>	<b>-26.06%</b>
<b>Budget</b>	<b>2,075,000</b>	<b>2,115,000</b>	<b>2,205,000</b>	<b>2,400,000</b>	<b>2,425,000</b>	<b>2,460,000</b>	<b>2,575,000</b>	<b>3,400,000</b>	<b>3,400,000</b>	<b>4,050,000</b>



# SUSANA A. MENDOZA

## ILLINOIS STATE COMPTROLLER

### VENDOR WARRANT DETAIL

#### BARTLETT VILLAGE TREASURER



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[VENDOR SUMMARY](#)

[CONTRACT SEARCH](#)

[PAYMENTS SEARCH](#)

[PAYMENTS ISSUED](#)

[PENDING PAYMENTS](#)

[PAYMENTS NOTIFICATIONS](#)

[Return Back](#)

Warrant/EFT#: EF 0015982

Fiscal Year	2024	Issue Date	03/06/24	
Warrant Total	\$334,584.36	Warrant Status		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A4052200	4A4052200	\$334,584.36

#### IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$334,584.36	DISTRIBUTE MUNI/CNTY SALES TAX

#### Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 03/05/2024
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: DEC. 2023 COLL MO: JAN. 2024 VCHR MO: MAR. 2024
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX



[Click here for assistance with this screen.](#)

MOTOR FUEL TAX

Month	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
May	106,665	89,988	93,139	91,478	86,848	83,590	96,769	134,647	138,706	148,455
June	80,212	58,408	58,737	72,645	79,592	76,204	99,562	138,322	143,599	154,189
July	89,915	103,948	94,278	95,252	93,416	95,250	121,837	137,127	140,615	146,693
August	61,056	100,154	89,533	89,970	90,079	137,033	142,172	148,687	135,008	152,712
September	83,006	67,441	79,032	79,527	75,247	148,846	132,059	142,475	146,887	161,807
October	89,337	87,626	91,489	91,053	98,725	136,575	130,305	131,236	139,533	145,203
November	90,552	101,486	93,216	92,796	92,950	153,788	131,647	144,611	140,270	170,467
December	103,771	93,002	97,757	91,055	89,502	180,890	136,795	153,239	160,435	160,431
January	97,525	89,828	92,928	93,233	89,403	128,180	119,239	140,177	128,618	137,026
February	74,031	90,531	88,602	80,765	81,313	126,802	112,605	96,768	131,699	146,175
March	37,978	77,861	75,544	80,062	77,761	131,268	116,673	137,179	127,842	134,330
April	95,841	93,782	90,224	94,326	91,212	122,218	135,751	138,279	146,038	
Subtotal	1,009,889	1,054,055	1,044,479	1,052,164	1,046,048	1,520,643	1,475,415	1,642,746	1,679,249	1,657,488
Plus:										
High Growth Jobs Now	37,682 359,592	37,743	37,801	37,266	36,909	9,192	89,348	61,771	-	37,987
Rebuild Illinois							1,357,885	905,256	452,628	
Total	1,407,163	1,091,798	1,082,280	1,089,430	1,082,957	1,529,835	2,922,648	2,609,773	2,131,877	
Budget	1,188,990	1,025,000	1,067,287	1,095,000	1,095,000	1,085,000	1,715,000	1,620,000	1,650,000	1,750,000
Annual Inc in \$ only MFT Allocations	-0.73%	4.37%	-0.91%	0.74%	-0.58%	45.37%	-2.97%	11.34%	2.22%	5.08%



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets  
217-782-1662

Municipality Report

April 1, 2024

Bartlett

## MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR MARCH, 2024

Beginning Unobligated Balance		<b>\$8,502,945.16</b>
Motor Fuel Tax Fund Allotment	\$66,688.51	
MFT Transportation Renewal Fund Allotment	\$67,641.86	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		<b>\$134,330.37</b>
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		<b>\$8,637,275.53</b>

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PROCESSED TRANSACTIONS:

**LGDF (Local Government Distributive Fund) - Local Share of State Income Tax Revenue**

The local municipalities share of the state income tax is not a grant, but is part of an irrevocable commitment to municipalities in return for their support in creating a state income tax in 1969.

Month	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	Total Difference
May	622,835	738,677	562,075	552,308	565,171	827,513	415,461	693,410	1,304,763	988,791	
June	231,987	306,761	268,673	285,636	261,088	258,429	257,341	608,397	383,282	463,652	
July	383,947	432,821	383,442	377,861	353,016	386,474	408,647	545,787	647,045	617,724	
August	223,978	251,174	223,293	180,579	259,137	277,037	558,708	306,468	333,265	405,992	
September	219,026	239,229	243,902	212,997	252,907	245,191	316,571	323,647	362,169	368,502	
October	390,808	420,455	360,422	324,300	393,064	437,466	458,423	588,142	663,057	712,313	
November	263,481	277,231	241,907	244,065	283,096	285,514	309,760	337,156	419,871	479,810	
December	198,121	216,813	219,162	214,871	234,648	269,799	274,242	314,565	376,725	376,979	
January	335,683	406,804	354,337	313,145	341,897	377,110	436,922	560,065	611,766	655,603	
February	500,840	445,170	409,813	453,275	411,330	388,526	461,926	698,349	604,890	620,344	
March	218,490	257,723	214,499	227,873	247,673	288,908	318,357	302,694	358,254	403,200	
April	446,490	398,780	413,655	349,908	397,816	424,333	507,617	646,664	576,594		
Total	4,035,686	4,391,638	3,895,179	3,736,819	4,000,843	4,466,301	4,723,974	5,925,343	6,641,682	6,092,910	
LGDF @ 10%	6,240,385	5,489,548	4,868,974	6,145,469	7,037,087	7,767,480	7,855,193	9,777,794	10,844,504	9,530,145	
DIFFERENCE	(2,204,699)	(1,097,910)	(973,795)	(2,408,650)	(3,036,244)	(3,301,179)	(3,131,219)	(3,852,451)	(4,202,823)	(3,437,235)	(36,771,966)

**LGDF Effective % Rate Changes**

7/1/2010 - 10% to 6%

2/1/2015 - 6% to 8%

8/1/2017 - 8% to 5.45%

7/1/2018 - 5.45% to 5.75%

7/1/2020 - 5.75% to 6.06%

8/1/2022 - 6.06% to 6.16%

7/1/2023 - 6.16% to 6.47%

9.A.

**Public Works Director Dan Dinges was awarded the American Public Works Association's National Top 10 leader of the Year.** The award designates 10 individuals across the US and Canada for their top award. This is the most prestigious award that a Public Works Leader can receive.

Dan already had more than 10 years of public works experience under his belt when he was hired to lead Bartlett's Public Works Department in 2014, about a year after I became mayor. During this time, I have watched him manage and motivate a staff of 48 employees; expertly oversee a 5-year Capital Improvements Program that for 2024-2028 totals \$95,219,636; and deftly balance the maintenance of our community's current infrastructure while planning and implementing the improvements and modernization needed for the years ahead.

Dan also is a creative problem solver and has the patience, flexibility and engaging disposition that allows him to work collaboratively across municipal departments and with other public entities when the need arises.

While there is no question that Dan excels as a public works director, it is his underlying character traits that make him stand out as a leader.

Dan is not just a manager but a true and thoughtful mentor to his staff. He encourages their professional development and hones their knowledge and skills. Because of his guidance and direction, we have a deep bench in the public works department and often have been able to promote from within when we experienced a handful of retirements across the divisions. He is equally supportive of young, new employees coming onboard.

- **Assistant Public Works Director Tyler Isham was selected as co-winner for the American Public Works Association's Myron Calkins Young Leader of the Year award**

Award winners are selected for this honor for their professionalism, expertise, and personal dedication and for improving the quality of life in their communities through the advancement of public works services and technology.

The Village is proud that Tyler and Dan are representing our community and the public works profession.

## NATIONAL PUBLIC WORKS WEEK PROCLAMATION

MAY 19-25

“ADVANCING QUALITY OF LIFE FOR ALL”

**WHEREAS**, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the Village of Bartlett; and,

**WHEREAS**, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

**WHEREAS**, it is in the public interest for the citizens, civic leaders and children in the Village of Bartlett to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

**WHEREAS**, the year 2024 marks the 64<sup>th</sup> annual National Public Works Week sponsored by the American Public Works Association;

**NOW THEREFORE**, I, Kevin Wallace, Village President, do hereby designate the week May 19 - 25, 2024 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

Dated the 21<sup>st</sup> of May, 2024



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Kevin Wallace, Village President

**A PROCLAMATION RECOGNIZING EXECUTIVE SECRETARY  
LORNA GILESS UPON HER RETIREMENT FROM THE VILLAGE OF  
BARTLETT**

**WHEREAS**, Lorna Giless was hired as a secretary for the Village of Bartlett Finance Department in May of 2007 and eight years later moved to the Administration Department as the executive secretary; and

**WHEREAS**, Lorna also is currently serving in her fourth term as the elected Bartlett Village Clerk and will continue in that official capacity until 2025; and

**WHEREAS**, during her 17-year tenure with the village and her dual public service roles, Lorna likely has prepared, organized and otherwise managed just about every document, report, ordinance, budget, and other public record for the village; and

**WHEREAS**, Lorna's exceptional time-management skills, her easy flexibility and her incomparable ability to multi-task in a municipal environment that is sometimes fast-paced and other times snail-paced have proven to be invaluable to me, to the trustees, to our village administrator and all of our departments. Her tireless efforts keep us mostly on time and always on track; and

**WHEREAS**, the Village is forever appreciative that Lorna has made the smooth and efficient operation of Bartlett's administration office and the support of our municipal government her full-time job for 17 years;

**NOW, THEREFORE**, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, offer our many, many thanks to Executive Secretary Lorna Giless for her service. We are proud to have had you as an employee in the Village of Bartlett and we wish you a retirement free from worries about agendas and minutes and filled instead with a calendar of fun travel to warm and sunny places and many years of good health and much happiness.

Dated this 21st Day of May 2024



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Kevin Wallace, Village President





# Agenda Item Executive Summary

AGENDA ITEM: #2024-07 231-251 E Lake Street Annexation Agreement BOARD OR COMMITTEE: Board

## BUDGET IMPACT

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

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

## EXECUTIVE SUMMARY

Attached is an ordinance approving and directing the execution of the 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.

## ATTACHMENTS (PLEASE LIST)

PDS Memo, ordinance, 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
- Resolution
- Ordinance - Move to approve Ordinance 2024-\_\_\_ An Ordinance Approving an Annexation Agreement with SEM Vanderbilt LLC
- Motion

Staff: Kristy Stone, PDS Director

Date: May 10, 2024

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**  
**24-037**

DATE: May 10, 2024  
TO: Paula Schumacher, Village Administrator  
FROM: Kristy Stone, PDS Director   
RE: **#2024-07 231-251 E Lake Street – Annexation Agreement**

---

Attached is an ordinance approving and directing the execution of the Annexation Agreement for 231-251 E. Lake Street. The annexation of this property into the Village would make it eligible to be including in the proposed Lake Street TIF redevelopment plan.

The Ordinance and Annexation Agreement are attached for your review.

**RECOMMENDATION**

**Move to approve Ordinance #2024- \_\_\_\_\_ An Ordinance Approving an Annexation Agreement with SEM Vanderbilt LLC**

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

AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT  
WITH SEM VANDERBILT LLC

---

**WHEREAS**, the Village of Bartlett ("**Village**") is an Illinois home rule municipal corporation organized and operating pursuant to Article VII of the Illinois Constitution of 1970, and has the authority to exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and

**WHEREAS**, SEM Vanderbilt LLC ("**Owner**") is the owner of record of that certain real 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 (the "**Property**"); 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 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

**WHEREAS**, the Owner further desires to enter into an Annexation Agreement with the Village governing the terms and conditions for the annexation, zoning, and development of the Property (the "**Annexation Agreement**"), a copy of which attached hereto as **Exhibit A**; and

**WHEREAS**, a public hearing on the Annexation Agreement was noticed and conducted by the Village Board of Trustees on May 21, 2024; and

**WHEREAS**, the Village President and Board of Trustees find that approving the Annexation Agreement is in the best interests of the Village and its residents.

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

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

**SECTION TWO: Approval; Authorization.** The Corporate Authorities of the Village of Bartlett hereby approve the Annexation Agreement in substantially the form attached to this Ordinance as Exhibit A. The Village President and Village Clerk are

hereby authorized and directed to execute and attest, respectively, the Annexation Agreement on behalf of the Village.

**SECTION THREE: Recordation.** The Village Clerk is hereby authorized and directed to record the Annexation Agreement on behalf of the Village upon receipt of a fully executed copy and in accordance with the terms of the Annexation Agreement.

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

**SECTION FIVE: Repeal and Savings Clause.** All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or cause of action which shall have accrued to the Village of Bartlett prior to the effective date of this Ordinance.

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**PASSED:** May 21, 2024

**APPROVED:** May 21, 2024

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

ATTEST:

\_\_\_\_\_  
Lorna Gilles, 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 May 21, 2024, and approved on May 21, 2024, as the same appears from the official records of the Village of Bartlett.

---

Lorna Giles, Village Clerk

**Exhibit A**

***Annexation Agreement***

**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, 6<sup>th</sup> 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:

\_\_\_\_\_  
Loma Gilles, Village Clerk

**SEM Vanderbilt LLC**

By: Shelley A. Frank  
Its MANAGER

Attest: Monique M. Edwards  
Its Secretary

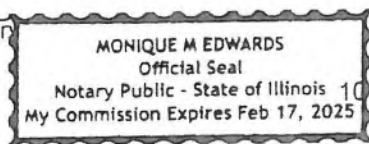




EXHIBIT A

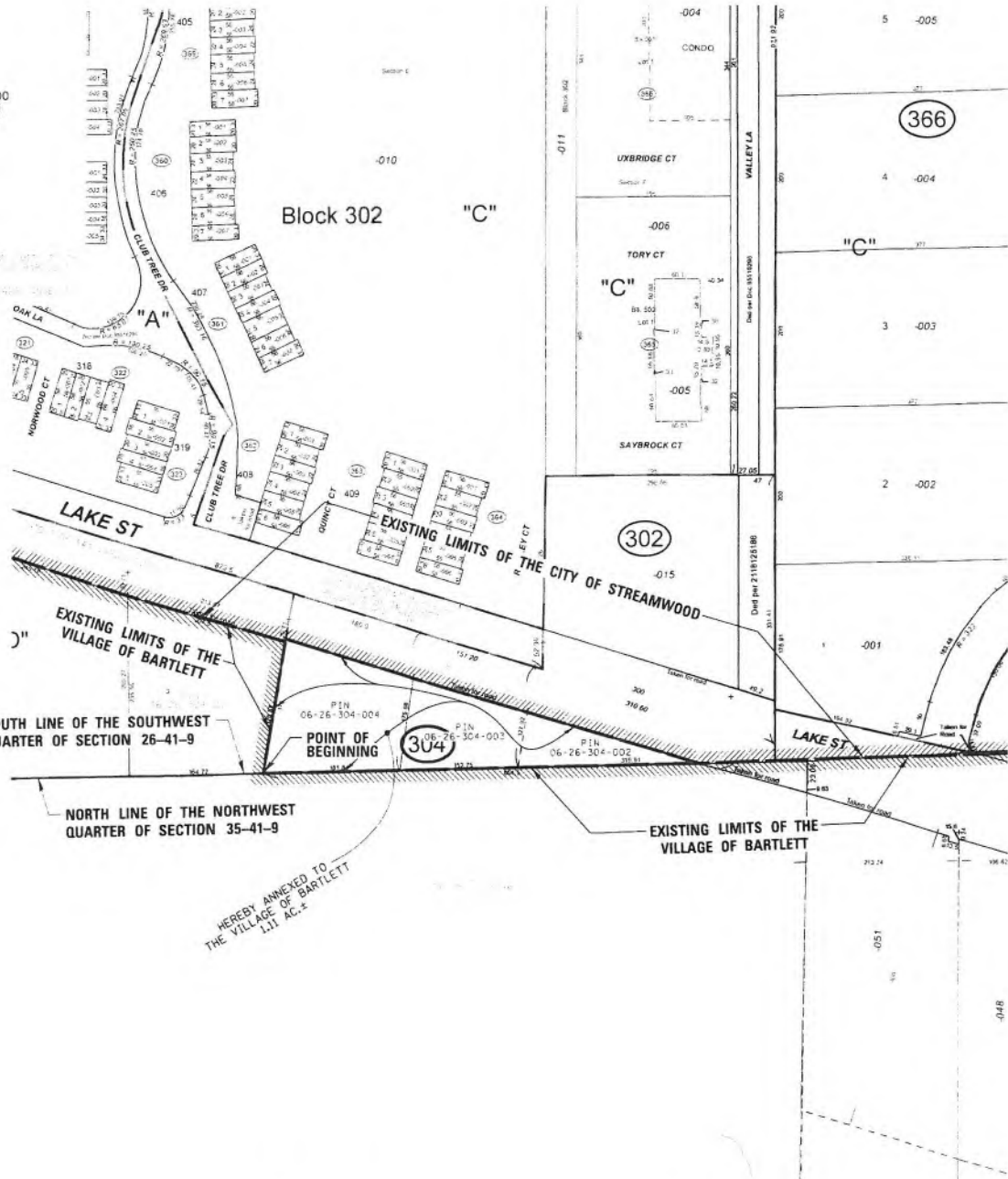
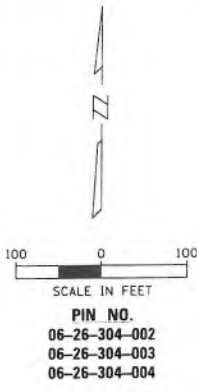
LEGAL DESCRIPTION

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

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

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

# PLAT OF ANNEXATION TO THE VILLAGE OF BARTLETT



SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26-41-9

NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 35-41-9

HEREBY ANNEXED TO THE VILLAGE OF BARTLETT I.L.T. AC.±

**VILLAGE BOARD CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

APPROVED AND ACCEPTED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BARTLETT, ILLINOIS, AT A MEETING HELD

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.

BY: \_\_\_\_\_  
VILLAGE PRESIDENT

ATTEST: \_\_\_\_\_  
VILLAGE CLERK

**GENERAL NOTES:**

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.

**LEGAL DESCRIPTION**

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

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3 IN OAKFIELD CENTER SUBDIVISION, AS RECORDED AUGUST 29, 1988 AS DOCUMENT NUMBER 28752891; THENCE NORTH ALONG THE EASTERLY LINE OF SAID LOT 3 IN OAKFIELD CENTER SUBDIVISION TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF LAKE STREET (A.K.A. U.S. ROUTE 20) AS WIDENED BY ILLINOIS DEPARTMENT OF TRANSPORTATION BY DOCUMENT NUMBER 1613319127, AS RECORDED MAY 12, 2016; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF LAKE STREET (A.K.A. U.S. ROUTE 20) AS WIDENED BY ILLINOIS DEPARTMENT OF TRANSPORTATION TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 26; THENCE WEST ALONG SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 26 TO THE POINT OF BEGINNING.

**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

WE, CHRISTOPHER B. BURKE ENGINEERING, LTD., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 184.001175-0014, DO HEREBY CERTIFY THAT WE HAVE PREPARED THE PLAT OF ANNEXATION OF THE ABOVE DESCRIBED PROPERTY FROM THE OFFICIAL RECORDS, MAPS AND PLATS AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF THE PROPERTY TO BE ANNEXED.

GIVEN UNDER MY HAND AND SEAL

THIS 3RD DAY OF MAY, 2024 A.D.

JOHN R. MURPHY, P.E., P.L.S., SURVEYOR  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 23628  
MY LICENSE EXPIRES 11/30/2024

**CHRISTOPHER B. BURKE**  
ENGINEERING, LTD.  
9575 West Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(847) 823-0500

**PLAT OF ANNEXATION**  
IN  
VILLAGE OF BARTLETT, ILLINOIS  
PREPARED FOR  
VILLAGE OF BARTLETT

CALC.	JRM	PROJECT NO.
DWN.	AJK	240131
CHKD.	KJR	SHEET 1 OF 1
SCALE:	1"=100'	DRAWING NO.
DATE:	05-03-2024	ANX240131A

VILLAGE OF BARTLETT  
PETITION FOR ANNEXATION

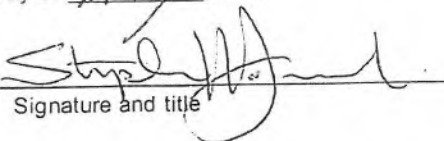
TO THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF  
BARTLETT, ILLINOIS:

Petitioner(s) on oath states as follows:

1. SEM Vanderbilt, LLC (the "Petitioner) is the record owner(s) of the real property legally described on the attached Exhibit A.
2. That no portion of the Territory is within the corporate limits of any municipality and that the Territory is contiguous to the Village of Bartlett.
3. There are no electors (registered voters) residing in the Territory.
4. That a proposed Plat of Annexation for the Territory is attached hereto and made part of this Petition.
5. Petitioner has authorized and approved the filing of this Petition for Annexation with the Village of Bartlett.
6. The foregoing statements of fact are true and correct to the best of the Petitioner's knowledge and information.

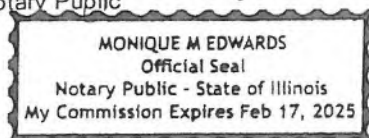
WHEREFORE, the Petitioner respectfully requests that the Territory be annexed to the Village of Bartlett by ordinance of the President and Board of Trustees of the Village of Bartlett, pursuant to Section 7-1-8 of the Illinois Municipal Code of the State of Illinois, as amended and that such other action be taken as is appropriate on the premises.

Dated this 2<sup>nd</sup> day of May, 2024

Petitioner/Owner:   
Signature and title

Subscribed and sworn to before me this 2<sup>nd</sup> day of May, 2024

Monique M. Edwards  
Notary Public





# Agenda Item Executive Summary

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

## 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 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.

## ATTACHMENTS (PLEASE LIST)

PDS Memo, ordinance with exhibits

## RELATIONSHIP TO STRATEGIC PLAN GOAL

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

Short Term (1-3 Years): Routine  Complex

Long Term (3-5 Years): Routine  Complex

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to approve Ordinance 2024-\_\_\_ An Ordinance Annexing Territory to the Village of Bartlett Pursuant to 65 ILCS 5/7-1-8
- Motion

Staff: Kristy Stone, PDS Director

Date: May 10, 2024

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**  
**24-039**

DATE: May 10, 2024  
TO: Paula Schumacher, Village Administrator  
FROM: Kristy Stone, PDS Director *KS*  
RE: **#2024-07 231-251 E Lake Street - Annexation**

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**PETITIONER**

Francis Bongiovanni on behalf of SEM Vanderbilt, LLC

**SUBJECT SITE**

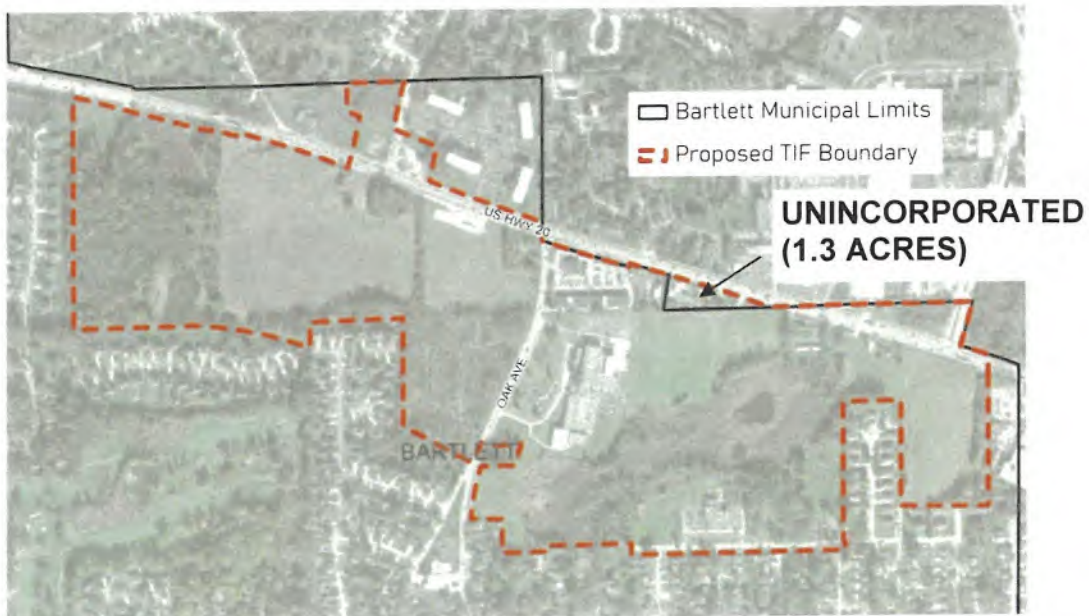
231-251 E Lake Street

**REQUESTS**

Annexation

**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.



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. The ordinance and exhibits are attached for your review.

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

AN ORDINANCE ANNEXING TERRITORY TO THE VILLAGE OF  
BARTLETT PURSUANT TO 65 ILCS 5/7-1-8

---

**WHEREAS**, the Village of Bartlett ("**Village**") is an Illinois home rule municipal corporation organized and operating pursuant to Article VII of the Illinois Constitution of 1970, and has the authority to exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and

**WHEREAS**, SEM Vanderbilt LLC ("**Owner**") is the owner of record of that certain real 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, legally described on **Exhibit A**, and depicted on the Plat of Annexation attached hereto as **Exhibit B**; and

**WHEREAS**, the Owner has filed a duly executed Petition for Annexation seeking annexation of the Property to the Village, attached hereto as **Exhibit C**; 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**, there are no electors residing on the Property; and

**WHEREAS**, the Village has conducted a duly noticed public hearing and approved an Annexation Agreement with the Owner to govern the annexation and development of the Property; and

**WHEREAS**, notice of the annexation has been delivered to all entities and officials as required by Section 7-1-1 of the Illinois Municipal Code, 65 ILCS 5/7-1-1; and

**WHEREAS**, the annexation of the Property into the Village will not result in the Property's disconnection from any fire protection district or public library district; and

**WHEREAS**, the territory to be annexed pursuant to this Ordinance does not include any highway under the jurisdiction of any township; and

**WHEREAS**, the Owner and the Village desire to have the Property annexed to the Village pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8; and

**WHEREAS**, the President and Board of Trustees of the Village of Bartlett have determined that it is in the best interests of the Village to annex the Property to the Village.

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

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

**SECTION TWO: Annexation of the Property.** The Property, as described in Exhibit A and as depicted on the Plat of Annexation attached as Exhibit B, is hereby annexed to the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois.

**SECTION THREE: Recordation and Reporting.** The Village Clerk is authorized and directed to record in the Office of the Cook County Recorder of Deeds promptly after the effective date of this Ordinance, a certified copy of this Ordinance, including the Plat of Annexation. The Village Clerk is also authorized and directed to notify the Election Authorities having jurisdiction over the Property, the United States Post Office branches serving the Property, and the Department of Transportation of the annexation by registered or certified mail within 30 days after the effective date of this Ordinance.

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

**SECTION FIVE: Repeal and Savings Clause.** All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or cause of action which shall have accrued to the Village of Bartlett prior to the effective date of this Ordinance.

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**PASSED: May 21, 2024**

**APPROVED: May 21, 2024**

---

Kevin Wallace, Village President



ATTEST:

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Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2024- \_\_\_\_\_ enacted on May 21, 2024, and approved on May 21, 2024, as the same appears from the official records of the Village of Bartlett.

---

Lorna Giles, Village Clerk

**Exhibit A**

***Legal Description of the Property***

LEGAL DESCRIPTION

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

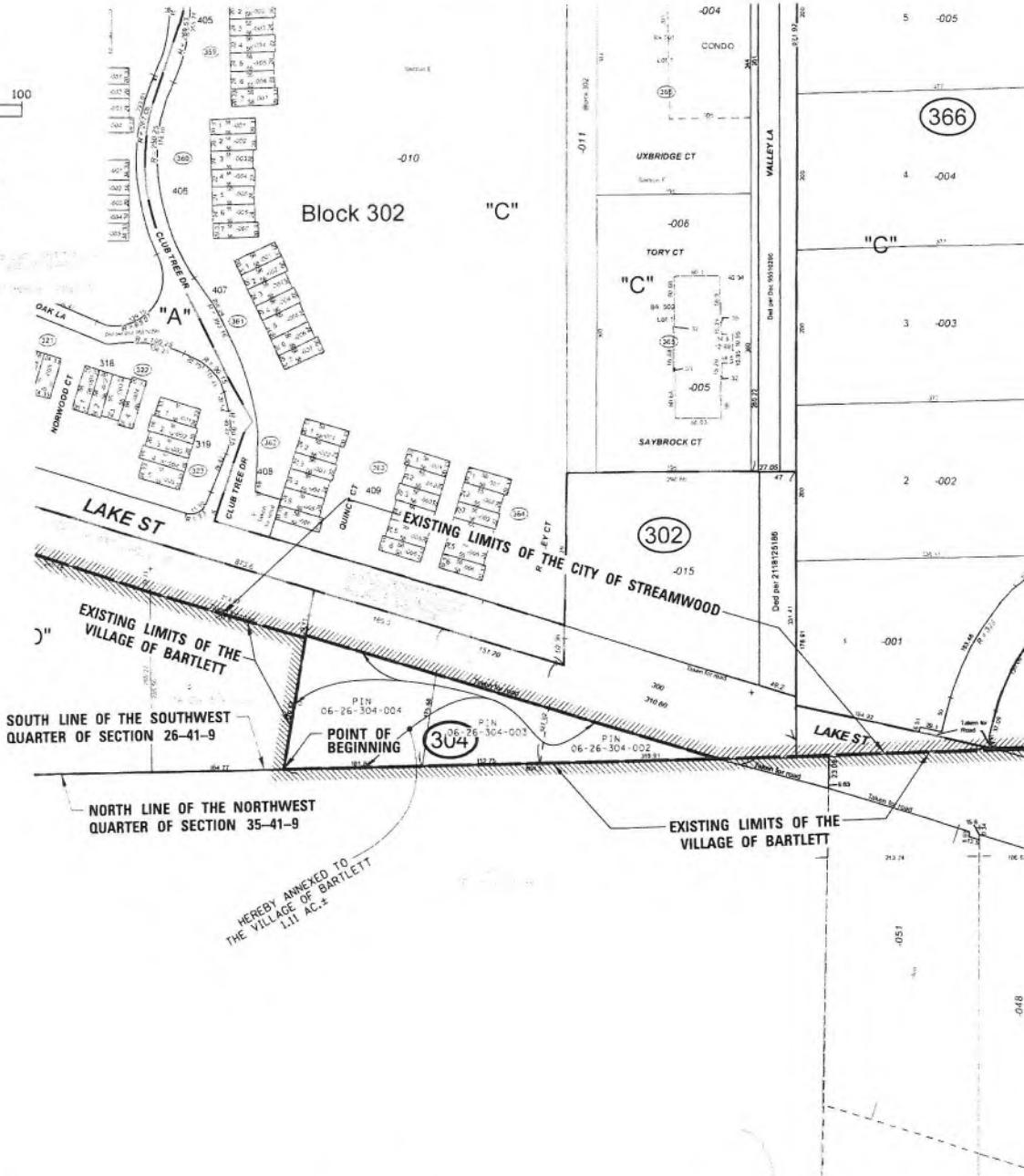
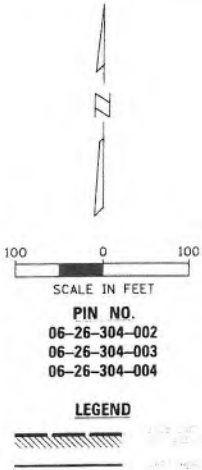
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P.I.N.S 06-26-304-002, 06-26-304-003 AND 06-26-304-004

**Exhibit B**

***Plat of Annexation***

# PLAT OF ANNEXATION TO THE VILLAGE OF BARTLETT



**VILLAGE BOARD CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK )  
APPROVED AND ACCEPTED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BARTLETT, ILLINOIS, AT A MEETING HELD  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ A.D.  
BY: \_\_\_\_\_  
VILLAGE PRESIDENT  
ATTEST: \_\_\_\_\_  
VILLAGE CLERK

**GENERAL NOTES:**

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. NO DIMENSTONS SHALL BE DERIVED FROM SCALE MEASUREMENT.

**LEGAL DESCRIPTION**

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**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS )  
COUNTY OF COOK )  
WE, CHRISTOPHER B. BURKE ENGINEERING, LTD., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 184.001175-0014, DO HEREBY CERTIFY THAT WE HAVE PREPARED THE PLAT OF ANNEXATION OF THE ABOVE DESCRIBED PROPERTY FROM THE OFFICIAL RECORDS, MAPS AND PLATS AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF THE PROPERTY TO BE ANNEXED.  
GIVEN UNDER MY HAND AND SEAL  
THIS 30<sup>th</sup> DAY OF MAY, 2024 A.D.

JOHN B. MURPHY, P.E., P.L.S., J.S.  
ILLINOIS PROFESSIONAL LAND SURVEYOR  
NO. 120436  
ROSEMONT, ILL.  
MY LICENSE EXPIRES 11/30/2024



**CHRISTOPHER B. BURKE**  
ENGINEERING, LTD.  
9575 West Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(847) 823-0500

**PLAT OF ANNEXATION**  
IN  
VILLAGE OF BARTLETT, ILLINOIS  
PREPARED FOR  
VILLAGE OF BARTLETT

CALC.	JRM	PROJECT NO.
DWNL	AJK	240131
CHKD.	KJR	SHEET 1 OF 1
SCALE:	1"=100'	DRAWING NO.
DATE:	05-03-2024	ANX2401314

Exhibit C

*Petition for Annexation*

**VILLAGE OF BARTLETT  
PETITION FOR ANNEXATION**

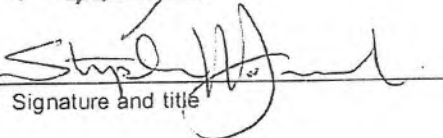
TO THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BARTLETT, ILLINOIS:

Petitioner(s) on oath states as follows:

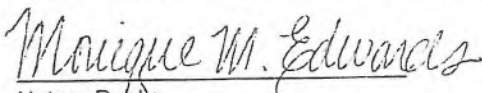
1. SEM Vanderbilt, LLC (the "Petitioner") is the record owner(s) of the real property legally described on the attached Exhibit A.
2. That no portion of the Territory is within the corporate limits of any municipality and that the Territory is contiguous to the Village of Bartlett.
3. There are no electors (registered voters) residing in the Territory.
4. That a proposed Plat of Annexation for the Territory is attached hereto and made part of this Petition.
5. Petitioner has authorized and approved the filing of this Petition for Annexation with the Village of Bartlett.
6. The foregoing statements of fact are true and correct to the best of the Petitioner's knowledge and information.

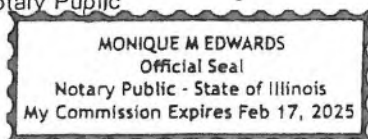
WHEREFORE, the Petitioner respectfully requests that the Territory be annexed to the Village of Bartlett by ordinance of the President and Board of Trustees of the Village of Bartlett, pursuant to Section 7-1-8 of the Illinois Municipal Code of the State of Illinois, as amended and that such other action be taken as is appropriate on the premises.

Dated this 2<sup>nd</sup> day of May, 2024

Petitioner/Owner:   
Signature and title

Subscribed and sworn to before me this 2<sup>nd</sup> day of May, 2024

  
Notary Public





# Agenda Item Executive Summary

AGENDA ITEM: Microsoft 365 Renewal

BOARD OR COMMITTEE: Board

## BUDGET IMPACT

Amount \$50,361.46

Budgeted \$48,271 Microsoft 365 and \$10,000 Anti-Malware

Fund: Central Service Replacement Fund

Corresponding Activity Measure: Continue to implement Technology Utilization Plan initiatives.

## EXECUTIVE SUMMARY

We recommend the renewal of our Microsoft Office 365 services and the transition to Microsoft Defender with HBS as our vendor, following a thorough evaluation of cost, service quality, and past expenditures. HBS's proposal, priced at \$50,361.46, is the most cost-effective, reflecting savings of \$7,855.54 compared to last year's spending of \$58,217, this includes the Microsoft renewal and the anti-malware software. This decision aligns with our strategic objectives of maintaining essential services while optimizing financial resources. We seek Board approval to move forward with HBS, ensuring that expenditure does not exceed the proposed amount.

## ATTACHMENTS (PLEASE LIST)

Memo

### RELATIONSHIP TO STRATEGIC PLAN GOAL

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

Short Term (1-3 Years): Routine  Complex

Long Term (3-5 Years): Routine  Complex

### ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION:** To approve the renewal of the Microsoft 365/Defender agreement from Heartland Business Systems for an amount not to exceed \$50,361.46.

Staff: John Peebles, Information Technology Coordinator

Date: May 21, 2024



# Village of Bartlett

## Finance Department Memo

### 2024 – 07

**DATE:** May 21, 2024  
**TO:** Paula Schumacher, Village Administrator  
**From:** John Peebles, Information Technology Coordinator  
**SUBJECT:** Microsoft 365 License Renewal

#### Purpose of Memorandum:

After carefully considering cost, service quality, and previous expenditures, we recommend renewing our Microsoft Office 365 services and transitioning our anti-malware solution to Microsoft Defender with Heartland Business Systems (HBS).

#### Overview of Current and Proposed Spending:

Last year, our expenditure on Microsoft Office 365 and anti-malware services totaled \$58,217. By selecting HBS and transitioning our anti-malware to Microsoft Defender this year, our total spending will be \$50,361.46. This represents a substantial savings of \$7,855.54.

#### Vendor Selection and Cost Analysis:

We solicited and received proposals from three vendors, with Heartland Business Systems providing the most competitive offer:

HBS:	\$50,361.46
Dell:	\$52,593.84
NobleTec:	\$53,899.24

The proposal from Heartland Business Systems offers the lowest cost and includes the transition to Microsoft Defender for Office 365, which is significantly less expensive than our previous anti-malware solution. This will save us an additional amount within our allocated budget.

Justification for Vendor Selection:

The selection of HBS aligns with our strategic objectives to maintain essential services while reducing costs. Their proposal provides robust technological solutions that meet our operational needs at a more favorable price than last year.

Conclusion:

We can secure essential services for another year with your approval while achieving significant savings. This decision reflects our commitment to fiscal responsibility and operational efficiency.

Motion:

To approve the renewal of the Microsoft 365/Defender agreement from Heartland Business Systems for an amount not to exceed \$50,361.46.



# Agenda Item Executive Summary

**AGENDA ITEM:** An Ordinance Amending the Bartlett Municipal Code Regarding Noise Limitations

**BOARD OR COMMITTEE:** Board

## BUDGET IMPACT

<b>Amount</b>	\$ 0	<b>Budgeted</b>	\$ 0
---------------	------	-----------------	------

**Fund:** Corresponding Activity Measure: Police Department Responded to 284 Noise Complaints

## EXECUTIVE SUMMARY

Attached is an ordinance amending the Bartlett Municipal Code regarding noise limitations.

The amendment to Section 4-3-4 of the Village Code would add residential to the areas the excessive noise ordinance would apply and remove all language regarding special permits to allow a property owner to exceed the village's noise maximums. The amendments to Section 3-22-2 of the Village Code "Amplifier Regulations," are to clarify the scope of subsection C to ensure there is no ambiguity in the application of the 50-foot sound restriction and removal of subsection E since the Village cannot restrict profanity alone under the First Amendment. Both Section 4-3-4 "Excessive Noise" and Section 3-22-2 "Amplifier Regulations" were added to the Section 1-15-4 which allows violators the option of avoiding an appearance at an administrative hearing by paying a fine of one hundred dollars (\$100.00) within ten (10) days after service of the notice of violation.

## ATTACHMENTS (PLEASE LIST)

Memo, Ordinance

### RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: CONTINUE TO ENHANCE AND IMPROVE EFFICIENCY OF SERVICE DELIVERY METHODS AND APPROACHES

Short Term (1-3 Years): Routine  Complex

Long Term (3-5 Years): Routine  Complex

### ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION:** I move to approve Ordinance 2024 - \_\_\_\_\_, An Ordinance Amending the Bartlett Municipal Code Regarding Noise Limitations.

Staff: Rob Sweeney, Deputy Chief of Operations

Date: May 21, 2024

**POLICE DEPARTMENT MEMORANDUM**  
**24-17**

**DATE:** May 21, 2024

**TO:** Paula Schumacher, Village Administrator

**FROM:** Rob Sweeney, Deputy Chief of Operations

**RE:** Ordinance Amending the Bartlett Municipal Code Regarding Noise Limitations

In 2023, The Village of Bartlett Police Department responded to 284 noise complaints throughout the village. Many of these complaints occurred in residential areas, specifically 92 complaints were received from the residents of the Bartlett Lake apartment complex.

Section 4-3-4 of the Village Code "Excessive Noise," currently states, no person shall cause or allow sound beyond the boundaries of said person's property located within and industrial, business, or public land area that unreasonably interferes with the enjoyment of life or with any lawful business and/or activity.

The amendment to Section 4-3-4 of the Village Code would add residential to the areas the excessive noise ordinance would apply and remove all language regarding special permits to allow a property owner to exceed the village's noise maximums. The Village has not issued any special permits in the past, and the amplifier permit requirements in Section 3-22-2 of the Village Code address this issue.

The amendments to Section 3-22-2 of the Village Code "Amplifier Regulations," are to clarify the scope of subsection C to ensure there is no ambiguity in the application of the 50-foot sound restriction and removal of subsection E since the Village cannot restrict profanity alone under the First Amendment. The Village can rely on its general nuisance abatement authority if there are other concerns with the sound/music from an amplifier outside of profane language.

These proposed amendments to the Village Code would allow for enforcement action to be taken if a noise violation occurred in residential areas of the Village and was not abated. These violations could be enforcement through local ordinance or local adjudication. Both Section 4-3-4 "Excessive Noise" and Section 3-22-2 "Amplifier Regulations" were added to the Section 1-15-4 which allows violators the option of avoiding an appearance at an administrative hearing by paying a fine of one hundred dollars (\$100.00) within ten (10) days after service of the notice of violation.

On May 7, 2024, at the Village of Bartlett Committee of the Whole meeting, Chief Pretkelis and I discussed this proposed amendment to the Bartlett Municipal Code regarding noise limitations.

The board had some questions and suggestions, but overall seemed to be in support of the proposed amendments to the ordinance. The comments made by the village board were considered when drafting the Ordinance Amending the Bartlett Municipal Code Regarding Noise Limitations.

**MOTION: I move to approve Ordinance 2024 - \_\_\_\_\_, An Ordinance Amending the Bartlett Municipal Code Regarding Noise Limitations.**

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

**AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE REGARDING  
NOISE LIMITATIONS**

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**WHEREAS**, the Village of Bartlett ("**Village**") is an Illinois home rule municipal corporation organized and operating pursuant to Article VII of the Illinois Constitution of 1970, and has the authority to exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and

**WHEREAS**, the Village has previously adopted regulations governing excessive noise and established prohibitions and permitting procedures for the use of amplifiers; and

**WHEREAS**, the Village finds it in the public interest to revise and clarify the Village's regulations prohibiting excessive noise and the use of amplifiers as set forth in this Ordinance.

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

**SECTION 1. 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 2. Amendment to Section 1-15-4 of the Village Code.** That Section 1-15-4, "Complaints and Notices of Hearing Procedures," of Chapter 15, "Administrative Adjudication of Nonvehicular Ordinance Violations," of Title 1, "Administrative," of the Bartlett Municipal Code is hereby amended as follows (additions in **bold and underline**, deletions in **~~bold and strikethrough~~**):

"1-15-4: COMPLAINTS AND NOTICES OF HEARING PROCEDURES:

The system of administrative adjudication of nonvehicular regulations violations shall be conducted in accordance with the following procedures to assure defendants are afforded due process of law:

A. Issuance Of Violation Notices And Citations: Violation notices may be issued by any authorized person and shall contain information and shall be served, certified and have evidentiary value as hereinafter stated. Certain violation notices may be issued in the form of an "LA" citation allowing the recipient to pay the stated fine prior to any hearing. If the recipient fails to pay the required fine within the allotted time under the "LA" citation, the violation notice will be processed through the administrative adjudication system as otherwise provided for in this chapter.

Options for persons charged with certain offenses:

1. Persons charged with a violation of the following sections and/or subsections: subsection 5-3-2A, "Disorderly Conduct"; C, "False Alarms"; D, "Loitering On Public Property Or In Public Places"; E, "Loitering On Business Property"; 5-3-3D, "Trespassing Prohibited"; section 5-5-1, "Curfew"; 5-5-3, "Truancy Prohibited"; subsection 7-1-8A, "Obstruction"; section 8-6-1, "Discharge, Exhibition Prohibited"; **Section 4-3-4, "Excessive Noise"; and Section 3-22-2, "Amplifier Regulations"**, this Code, shall have the option of avoiding an appearance at an administrative hearing by paying a mandatory fine of one hundred dollars (\$100.00) within ten (10) days after service of the notice of violation. Payment of the fine is an admission of liability and will act as a final determination of liability disposition of the violation.

2. Persons charged with a violation listed in section 1-4-6 of this title shall have the option of avoiding penalties and an appearance at an administrative hearing by timely paying the fine and following the procedures set forth in section 1-4-7, "Penalties And Settlement Procedures For Certain LA Offenses", of this title. Payment of the fine is an admission of liability and will act as a final determination of liability disposition of the violation.

[...]"

**SECTION 3. Amendment to Section 4-3-4 of the Village Code.** That Section 4-3-4, "Excessive Noise," of Chapter 3, "Nuisances," of Title 4, "Health and Sanitation," of the Bartlett Municipal Code is hereby amended as follows (additions in **bold and underline**, deletions in **~~bold and strikethrough~~**):

"4-3-4: EXCESSIVE NOISE:

[...]

C. Noise Limits: Except as provided in subsection D of this section, no person shall cause or allow sound beyond the boundaries of said person's property located within any **residential**, industrial, business or public land area that unreasonably interferes with the enjoyment of life or with any lawful business and/or activity or so as to exceed the applicable limits established in sections 901.102, 901.103, 901.104, 901.105 and/or 901.106 adopted in subsection A of this section.

D. Exceptions. The provisions herein shall not be construed to prohibit, restrict, penalize, enjoin or in any manner regulate sounds emitted from any of the following:

1. Emergency warning devices and unregulated safety relief valves.

2. Agricultural field machinery used during daytime hours. For the purposes of this subsection, grain dryers operated off the farm shall not be considered agricultural field machinery.

3. Lawn care maintenance equipment used between the hours of seven o'clock (7:00) A.M. and nine o'clock (9:00) P.M. Mondays through Fridays, inclusive, and between the hours of eight o'clock (8:00) A.M. and nine o'clock (9:00) P.M. on Saturdays, Sundays and nationally recognized holidays; on golf course property at any time; and park district owned and/or operated property at any time.

4. Equipment being used for construction between the hours of seven o'clock (7:00) A.M. and nine o'clock (9:00) P.M. on Mondays through Fridays, inclusive, and between the hours of eight o'clock (8:00) A.M. and nine o'clock (9:00) P.M. on Saturdays and Sundays.

5. The operation of any vehicle registered for highway use while such vehicle is being operated in the course of ingress to and egress from a highway.

6. Noncommercial public speaking and public assembly activities conducted on any public space or public right of way occurring between the hours of seven o'clock (7:00) A.M. and nine o'clock (9:00) P.M., and if sound will be amplified in connection therewith, when an amplifier permit has been issued by the corporate authorities pursuant to the applicable provisions of this code.

7. Playlots or tot lots, playgrounds, playfields or athletic fields, recreational centers, gymnasiums, athletic clubs or swimming pools.

8. Organized amateur or professional sporting activities.

~~9. A permitted activity pursuant to a special variance as set forth in subsection I of this section, subject to the terms, conditions and restrictions of said special variance.~~

~~940.~~ Railroad trains in transit through the village.

~~104.~~ Operation of snow removal equipment on streets and/or rights of way, including the loading and unloading of salt, sand or similar substances into said vehicles on any public land area.

~~112.~~ Operation of street sweepers on streets and/or rights of way between the hours of seven o'clock (7:00) A.M. and nine o'clock (9:00) P.M.



~~123.~~ The testing of a stand by or emergency generator ("generator") and the operation of said generator during periods when the primary source of power has been interrupted or has otherwise been disrupted. This exception shall not apply, however, to the use of any power cogeneration equipment operated by any person within the village.

~~134.~~ Noise emissions associated with a lawfully organized and supervised civic or public celebration or parade.

~~15.~~ Emissions of sound from any area that is not zoned as industrial, business and/or public lands areas as these terms are defined herein.

~~146.~~ Permitted activities pursuant to a carnival license or amplification permit subject to the terms and conditions of said license or permit.

E. Territorial Applicability. Nothing in this section shall be construed as regulating any noise emissions originating outside of the Village. This section shall be construed as applying to all sounds emitted from industrial, business and/or public land areas, regardless of whether said sounds affect receiving areas located within the village or outside the village.

F. Other Private Or Public Action Not Impaired: Nothing in this section shall be construed to impair any cause of action, or legal remedy therefor, including actions under the rules and regulations of the Illinois environmental protection agency and Illinois pollution control board, or either of them, of any person or the public arising from the emission or release of noise from any source whatever.

G. Abatement Of Noise Source: Upon finding of a violation of the standards herein established, the person causing or permitting the noise to continue shall be advised of the violation and given an opportunity to abate the noise level, to an acceptable standard within such time period provided in a special permit granted by the corporate authorities pursuant to subsection I of this section. In the event the violator fails to apply for a special permit in order to abate the noise level within the time prescribed in a notice sent by the community development director, the village may proceed to enforce this section against the violator.

H. Inspections: Any village law enforcement officer, or code enforcement official, in addition to any other authority vested in said officer or official, has the power, upon presentation of proper credentials, to enter and inspect any property, building, structure or premises within the village as may be necessary to enforce the provisions of this section, provided permission is obtained from the occupant or, in the case of unoccupied property, from the owner or his agent. If such permission is refused, or is otherwise unobtainable, a search warrant must be obtained upon the showing of probable cause to believe that a violation of this section may exist, before such entry or inspection is made. Notwithstanding

the foregoing, however, such permission shall not be required from a person believed to be in violation if such permission is attained from adjoining landowners to perform said inspections and testing.

~~1. Special Permit: The corporate authorities shall have the authority, consistent with this section, to grant a temporary special permit as follows:~~

~~1. Any person seeking a special permit pursuant to this section shall file an application with the corporate authorities. The application shall contain information which demonstrates that bringing the source of sound or activity for which the special variance is sought into compliance with this section would constitute an unreasonable hardship on the applicant, on the community or on other persons. Notice of an application for a special permit shall be given by the applicant for a special permit to the owners of property within two hundred fifty feet (250') of the property upon which the applicant's activity or proposed activity that is generating or will generate sound emissions. Any person who claims to be adversely affected by allowance of a special permit may file an objection with the corporate authorities containing any information to support his, her or its claim.~~

~~2. In determining whether to grant or deny the application, the corporate authorities shall consider the following factors: a) the hardship to the applicant, the community and other persons of not granting the special permit, including the cost of complying with permitted noise levels; and b) the adverse impact on the health, safety and welfare of persons affected; the adverse impact on property affected; and any other adverse impact of granting the special permit, including the level and duration of sound emissions. Applicants for a special permit and persons contesting a special permit may be required to submit any information the corporate authorities may reasonably require. In granting or denying an application, the corporate authorities shall place on public file a copy of the decision and the reasons for denying or granting the special permit.~~

~~3. The corporate authorities may grant a special permit license to the applicant containing all necessary conditions, including a time limit on the permitted activity. The special permit shall not become effective until all conditions have been satisfied by the applicant. Noncompliance with any condition subsequent to issuance of the special permit shall be grounds to terminate it and subject the person holding it to the provisions of this section regulating the source of sound or activity for which the special permit was granted.~~

~~4. Application for extension of time limits specified in special permits or for modification of other substantial conditions shall be treated like applications for initial special permits.~~

~~5. Enforcement of this section may be stayed by the corporate authorities as to any person filing an application for a special permit pursuant to this section, until such time as the application is acted upon by the corporate authorities, if the~~

~~corporate authorities determine that any ongoing violations do not constitute a nuisance and/or are not a threat to the health, safety and welfare of persons residing in any residential areas adjacent to or in close proximity to the applicant's property.~~

**IJ.** Nuisance, Injunction: Any violation of this section is declared to be a nuisance. In addition to any other relief provided herein, the village attorney and/or the village prosecutor may apply to a court of competent jurisdiction for an injunction to prohibit the continuation of any violation of this section. Such application for relief may include seeking a temporary restraining order, preliminary injunction and/or permanent injunction.

**JK.** Penalty: Any person violating any provision of this section shall be fined not less than seventy-five dollars (\$75.00) nor more than seven hundred fifty dollars (\$750.00) for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.”

**SECTION 4. Amendment to Section 3-22-2 of the Village Code.** That Section 3-22-2, “Amplifier Regulations,” of Chapter 22, “Amplifiers,” of Title 3, “Business and License Regulations” of the Bartlett Municipal Code is hereby amended as follows (additions in **bold and underline**, deletions in **~~bold and strikethrough~~**):

“3-22-2: AMPLIFIER REGULATIONS:

A. No permittee shall use or operate or employ any such device within the radius of two (2) blocks from any hospital or within the radius of two (2) blocks of any religious institution while services are being held therein.

B. The hours to use, operate or employ any such amplified device within the Village limits shall be between the hours of eight o'clock (8:00) A.M. to the hour of eleven o'clock (11:00) P.M. Monday through Saturday and between the hours of eight o'clock (8:00) A.M. to the hour of ten o'clock (10:00) P.M. on Sunday.

C. ~~This section shall not apply to radios in homes or in private vehicles, when the same are operated in such a manner as not to be audible at a distance of fifty feet (50') from such vehicle, nor to noise devices, bands or other musical devices used in any public parade or procession which is operated under a permit in accordance with the ordinances of the Village.~~ **This section shall not apply to (i) amplifiers and similar devices operated on private property in such a manner as to not be audible at a distance of fifty feet (50') from the property line; (2) amplifiers and similar devices operated from a private vehicle when operated in such a manner as to not be audible at a distance of fifty (50') feet from the vehicle; and (3) noise devices, bands, or other musical devices used in a public parade or procession which is operated under a permit in accordance with the ordinances of the Village.**

D. Whenever the Community Development Director or designee determines that it is in the public interest, an extended amplifier permit may be issued authorizing a permittee to use such devices in the Village for not more than five (5) days at a time during such hours as the Community Development Director or designee may establish in such an extended amplifier permit, not before six o'clock (6:00) A.M.

~~E. No permittee shall cause or permit to be emanated or emitted from any such device any lewd, obscene, profane or indecent language, sounds, or any false representation of any matter, product or project advertised thereby, the sale of which is prohibited by any law, ordinance or statute.~~

~~E~~F. An amplifier permit may be denied by the Community Development Director or designee from an applicant who has previously received documented complaints by the Police Department or Code Enforcement of excessive noise or extending the amplification beyond the permitted hours of operation.

**F. Penalty: Any person operating an amplifier or similar device in violation of this Chapter shall be fined not less than seventy-five dollars (\$75.00) nor more than seven hundred fifty dollars (\$750.00) for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues."**

**SECTION 5. Severability.** The various provisions of this Ordinance are to be considered as severable, and if any Court of competent jurisdiction shall hold any part or portion of this Ordinance invalid, such decision shall not affect the validity of the remaining provisions of this Ordinance.

**SECTION 6. Repeal and Saving Clause.** All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or cause of action which shall have accrued to the Village of Bartlett prior to the effective date of this Ordinance.

**SECTION 7. Effective Date.** This Ordinance shall be in full force and effect after its 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 May 21, 2024, and approved on May 21, 2024, as the same appears from the official records of the Village of Bartlett.

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



# Agenda Item Executive Summary

Item Name Hanover Township Freedom Car Show Class D Committee or Board Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

Attached for your consideration is an application from Hanover Township for a Class D Liquor License on June 21, 2024. The license will be used for the Freedom Car Show event located at 240 S. Route. 59.

## ATTACHMENTS (PLEASE LIST)

Staff memo dated 5/13/2024  
Class D Application  
Certificate of Insurance

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve the Class D Liquor License application submitted by Hanover Township for their Freedom Car Show on June 21, 2024.

Staff: Samuel Hughes

Date: 05/13/2024

Sr. Management Analyst

# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Senior Management Analyst  
**Date:** 5/13/2024  
**Re:** Hanover Township Freedom Car Show Class D

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Hanover Township has submitted an application for a Class D liquor license for their Freedom Car Show event being held on Friday June 21, 2024. The Class D liquor license allows for the retail sale of alcohol for a special event.

The certificate of insurance has been received by the Village, and reviewed by the Village Attorney.

## Motion

I move to approve the Class D Liquor License application submitted by Hanover Township for their Freedom Car Show on June 21, 2024.



Village of Bartlett, IL

4/26/2024

### LQD-24-2

Liquor License Class D

Status: Active

Submitted On: 4/24/2024

### Primary Location

240 S ROUTE 59  
BARTLETT, IL 60103

### Owner

HANOVER TOWNSHIP SENIOR CENTER  
S IL ROUTE 59 240 BARTLETT, IL 60103-1648

### Applicant

Megan Conway

630-483-5671

mconway@hanover-township.org

240 S IL Route 59  
Bartlett, IL 60103

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## Organization Information

Name of organization\*

Hanover Township

Mailing address of organization\*

250 S IL Route 59, Bartlett, IL 60103

Organization Phone Number\*

6304835600

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

\*

No

Start Date of Event\*

06/21/2024


### HOURS OF OPERATION:


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

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

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



Start time of event\* 

End time of event\* 

0500

0900

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


The parking lot and outdoor area of the Hanover Township Senior Center.

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## AFFIDAVIT

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

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

 Megan Conway  
Apr 23, 2024

I hereby certify that as the applicant, I\*

have the president's authorization to submit this application on their behalf.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/29/2023

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

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

<b>PRODUCER</b> Arachas Group LLC 852 W. Bartlett Road Bartlett, IL 60103	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (630) 289-4410      FAX (A/C, No): (630) 289-7726
	<b>E-MAIL ADDRESS:</b> certificates@arachasgroup.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A : Illinois Counties Risk Management Trust</b>	
<b>INSURER B :</b>	
<b>INSURER C :</b>	
<b>INSURER D :</b>	
<b>INSURER E :</b>	
<b>INSURER F :</b>	

<b>INSURED</b>  Hanover Township 250 South IL Route 59 Bartlett, IL 60103
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<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Sexual Abuse \$2M/\$2M</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			P6-1000462-2223-01	12/1/2023	12/1/2024	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>1,000,000</b> MED PAY EACH OC \$ <b>50,000</b>
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			P6-1000462-2223-01	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			P6-1000462-2223-01	12/1/2023	12/1/2024	EACH OCCURRENCE \$ <b>15,000,000</b> AGGREGATE \$ <b>15,000,000</b>
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	P6-1000462-2223-01	12/1/2023	12/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>2,500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>2,500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>2,500,000</b>
A	<b>Host Liquor</b>			P6-1000462-2223-01	12/1/2023	12/1/2024	\$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Liquor Liability coverage applies to the business Address: 240 S. Route 59, Bartlett, IL 60103  
 The Village of Bartlett, its Local Liquor Commissioner, President and Board of Trustees, all of its elected or appointed officials, employees, and any volunteer while acting on behalf of the village and the licensee as Additional Insured.

<b>CERTIFICATE HOLDER</b>  Village of Bartlett 228 S. Main Street Bartlett, IL 60103	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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# Agenda Item Executive Summary

AGENDA ITEM: Resolution for the Annual 2024 Motor Fuel Tax  
(MFT) General Maintenance Program

BOARD OR COMMITTEE: Board

## BUDGET IMPACT

Amount	\$ 900,000.00	Budgeted	\$ 900,000.00
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Fund: MFT Fund

Corresponding Activity Measure: N/A

## EXECUTIVE SUMMARY

Enclosed is a Maintenance Resolution for consideration by the Village Board to use MFT funds for the annual General Maintenance Program. The referenced resolution is being submitted in the amount of \$900,000.00 and will commit funds to these projects. Funds not used will be credited back to the MFT account for use on future projects.

## ATTACHMENTS (PLEASE LIST)

Memo, IDOT Resolution for Maintenance

## RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Continue to Enhance and Improve Efficiency of Service Delivery Methods and Approaches

Short Term (1-3 Years): Routine  Complex

Long Term (3-5 Years): Routine  Complex

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION:** I move to approve RESOLUTION 2024-\_\_\_\_\_, A RESOLUTION AUTHORIZING THE USE OF MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$900,000.00 TO PAY FOR THE COST OF CONSTRUCTION FOR ALL FY2024/2025 MFT GENERAL MAINTENANCE PROGRAM PROJECTS.

Staff: Nick Talarico, Village Engineer

Date: May 13, 2024

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Nick Talarico, Village Engineer  
**Subject:** Resolution for the Annual 2024 MFT General Maintenance Program  
**Date:** May 13, 2024

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Enclosed is a Maintenance Resolution for consideration by the Village Board to use MFT funds for the annual General Maintenance Program. This program includes street resurfacing, crack sealing pavements, pavement marking, pavement preservation, sidewalk/curb and gutter repairs, and bike path maintenance. The resolution consists of the following items and amounts:

• Sidewalk / Curb & Gutter Repairs	\$ 125,000.00
• Sidewalk Trip Hazard Removal	\$ 75,000.00
• Pavement Marking	\$ 50,000.00
• Crack Sealing	\$ 150,000.00
• Pavement Preservation	\$ 150,000.00
• Engineering	\$ 350,000.00
	<b>\$ 900,000.00</b>

The referenced resolution is being submitted in the amount of \$900,000.00 and will commit funds to these projects. Funds not used will be credited back to the MFT account for use on other projects.

I am requesting that you place this resolution on the next available Board agenda for action.

**MOTION**

**MOVE TO APPROVE RESOLUTION #2024-\_\_\_\_-R, A RESOLUTION AUTHORIZING THE USE OF MOTOR FUEL TAX FUNDS IN THE AMOUNT OF \$900,000.00 TO PAY FOR THE COST OF CONSTRUCTION FOR ALL FY2024/2025 MFT GENERAL MAINTENANCE PROGRAM PROJECTS.**



Resolution for Maintenance Under the Illinois Highway Code

Table with 5 columns: District, County, Resolution Number, Resolution Type, Section Number. Values: 1, Cook, 2024- -R, Original, 24-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Bartlett, Illinois that there is hereby appropriated the sum of nine hundred thousand dollars and zero cents Dollars ( \$900,000.00 )

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/24 to 04/30/25

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Bartlett shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Lorna Giles Clerk in and for said Village of Bartlett in the State of Illinois, and keeper of the records and files thereof, as

provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the President and Board of Trustees of Bartlett at a meeting held on 05/21/24

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 21st day of May, 2024

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date Department of Transportation



# Agenda Item Executive Summary

AGENDA ITEM: AT&T License Agreement Amendment No. 3 at  
Kent Circle Water Tower

BOARD OR COMMITTEE: Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

Third Amendment to the AT&T License Agreement for cell space at Kent Circle Water Tower. Term will expire September 30, 2028 with six automatic renewal for 5-year terms (30 years total).

## RECOMMENDATION

Staff recommend approving the third amendment for the Kent Circle Water Tower.

## ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement w/ Licensor access authorization and certificate of authority

## RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine  Complex

Long Term (3-5 Years): Routine  Complex

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION:** I move to approve RESOLUTION #2024- \_\_\_\_\_ - R, A RESOLUTION APPROVING OF THE THIRD AMENDMENT TO THE NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND NEW CINGULAR WIRELESS PCS, LLC

Staff: Tyler Isham, Assistant Director of Public Works

Date: May 13, 2024

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Tyler Isham, Assistant Director of Public Works  
**Subject:** **AT&T License Agreement Amendment No. 3 at Kent Circle Water Tower**  
**Date:** May 13, 2024

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## **BACKGROUND**

AT&T has approached the Village regarding some work that they needed to complete on the Kent Circle Water Tower and wished to extend their non-exclusive license agreement. Pending approval, this new agreement will expire on September 30, 2028, with six (6) 5-year lease terms that will automatically renew upon the initial expiration date. The new rent per month will be \$3,830/month with a 15% escalation per renewal term. Attached is the third amendment for review.

The Village Attorney and staff negotiated and reviewed the amendment with AT&T and believe this agreement is consistent with the existing agreements we currently have with other providers.

## **RECOMMENDATION**

Staff recommends increasing the cost of water turn-on fees from \$30 to \$100 (with an additional \$150 “after hours” charge).

## **MOTION**

**MOTION TO APPROVE RESOLUTION #2024- \_\_\_\_\_ - R, A RESOLUTION APPROVING THE THIRD AMENDMENT TO THE NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND NEW CINGULAR WIRELESS PCS, LLC**

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

**A RESOLUTION APPROVING A THIRD AMENDMENT TO THE NON-EXCLUSIVE  
LICENSE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND NEW  
CINGULAR WIRELESS PCS, LLC**

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

**SECTION ONE:** **APPROVAL.** The Third Amendment to the Non-Exclusive License Agreement between the Village of Bartlett and New Cingular Wireless PCS, LLC (the "Third Amendment"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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



ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

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

ATTEST:

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

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2024 - \_\_\_\_\_ enacted on May 21, 2024, and approved on May 21, 2024, as the same appears from the official records of the Village of Bartlett.

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

Market: IL / WI  
Cell Site Number: IL0479  
Cell Site Name: Barlett South  
Fixed Asset Number: 10009583

### THIRD AMENDMENT TO NON-EXCLUSIVE LICENSE AGREEMENT #479

THIS THIRD AMENDMENT TO NON-EXCLUSIVE LICENSE AGREEMENT #479 (“**Third Amendment**”) dated as of the later date below is by and between Village of Bartlett, an Illinois home rule municipal corporation, having a mailing address at 228 South Main Street, Bartlett, IL 60103 (“**Licensor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Licensee**”).

WHEREAS, Licensor and Licensee (or its affiliate or predecessor-in-interest) entered into a Non-Exclusive License Agreement #479 dated May 19, 1998, as amended by First Amendment to Non-Exclusive License Agreement #479 dated October 4, 2016, and as amended by Second Amendment to Non-Exclusive License Agreement #479 dated February 20, 2018, whereby Licensor leased to Licensee certain Premises, therein described, that are a portion of the Property located at 818 Kent Circle, Bartlett, IL 60103 (collectively, the “**Agreement**”); and

WHEREAS, the term of the Agreement will expire on September 30, 2028, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, Licensor and Licensee desire to adjust the license fee in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Licensor and Licensee, desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Term.** The Term of the Agreement shall be amended to provide that the current term, which commenced on October 1, 2023, shall expire on September 30, 2028 (“**Current Term**”), and commencing on October 1, 2028, will be automatically renewed, upon the same terms and conditions of the Agreement, for six (6) additional five (5) year terms (each an “**Extension**”).

**Term**”). Hereafter, “**Term**” shall include the Current Term and any applicable Extension Term. The Terms will automatically renew without further action by Licensee, unless Licensee notifies Licensor in writing of Licensee’s intention not to renew the Agreement at least sixty (60) days prior to the expiration of the Current Term or any Extension Term. Licensor agrees and acknowledges that, except as such permitted use or other rights may be amended herein, Licensee may continue to use and exercise its rights under the Agreement as permitted prior to the first Extension Term.

2. **Modification of License Fee.** Commencing on May 1, 2024, the current license fee payable under the Agreement shall be Three Thousand Eight Hundred Thirty and No/100 Dollars (\$3,830.00) per month (the “**License Fee**”), and shall continue during the Term, subject to the increases as provided below. In the event of any overpayment of License Fee prior to or after the Effective Date, Licensee shall have the right to deduct from any future License Fee payments an amount equal to the overpayment amount.

3. **Future License Fee Increase / Extension Term Increase.** The Agreement is amended to provide that commencing on October 1, 2028, the License Fee shall increase by fifteen percent (15%) at the beginning of each Extension Term, as applicable.

4. **24/7 Access.** Licensor hereby grants to Licensee, its authorized sublicensees, and to any public or private utility serving Licensee’s Facilities or related equipment, access to the Premises and to and over the Property twenty-four hours per day, seven days per week (24/7), including but not limited to, access from an accessible, open and maintained public road to the Premises, for the installation, maintenance, repair, modification, alteration, or refurbishment of the Facilities or any equipment related to such Facilities as such access is deemed necessary by Licensee, in its sole discretion. Notwithstanding the foregoing, Licensee shall reasonably notify the Village Public Works Department at 630-837-0811 in the event that Licensee requires access to the Licensed Premises during the hours of 8:00 a.m. to 4:30 p.m. Monday through Friday (“**Business Hours**”). In the event Licensee requires access to the Licensed Premises outside of Business Hours, on weekends, holidays or in the event of an emergency, Licensee shall contact the Village Director of Public Works, Dan Dinges, at 630-837-9348 in order to gain access to the Licensed Premises. Any and all construction work, including major repair, replacement or removal work shall be performed only between the hours of 7:00 a.m. and 9:00 p.m. on weekdays and 8:00 a.m. and 9:00 p.m. on Saturdays and Sundays. The terms and conditions regarding access in the Agreement remain in full force and effect, except as modified by this paragraph.

5. **Insurance.** Section 18(a) is deleted in its entirety and amended to add the following:

Commercial General Liability coverage covering Commercial General Liability and Insurance Services covering Broad Form Commercial General Liability, or the most recent revision thereof, covering Cellular One-Chicago and including the Village and its officers, officials, employees, volunteers, agents and assigns, as well as Bartlett Park District as additional insureds by endorsement as respects liability caused in whole or in part by the activities performed by or on behalf of Cellular One-Chicago. The said insurance coverage shall contain no special limitations (except for certain deductibles and self-insured retention amounts declared to and approved by the Village) on the scope of coverage afforded the Village, its officers, officials, employees, volunteers and agents. Said insurance coverage

shall be primary as respects the Village, its officers, officials, employees, volunteers and agents and shall state that it shall apply separately to each insured against whom claim is made or suit is brought (except with respect to the insurer's liability). Any insurance or self-insurance maintained by the Village, its officers, officials, employees, volunteers and agents shall be in excess of insurance maintained by Cellular One-Chicago's and shall not contribute with it. Cellular One-Chicago shall maintain limits of \$3,000,000 combined single limit for any one occurrence and \$5,000,000 in the aggregate for bodily injury, personal injury and property damage. Licensee shall also furnish the Village with a copy of the "Additional Insured Endorsement" including the Village, its officials, officers, employees, volunteers, agents and assigns as additional insureds as respects this agreement. All insurance shall be from any insurance company or companies licensed to do business in Illinois with a policy holder's rating of at least an "A-" and a financial rating of at least "VII" in the latest edition of the Best Insurance Guide

6. **Acknowledgement.** Licensor acknowledges that: 1) this Third Amendment is entered into of the Licensor's free will and volition; 2) Licensor has read and understands this Third Amendment and the underlying Agreement and, prior to execution of this Third Amendment, was free to consult with counsel of its choosing regarding Licensor's decision to enter into this Third Amendment and to have counsel review the terms and conditions of this Third Amendment; 3) Licensor has been advised and is informed that should Licensor not enter into this Third Amendment, the underlying Agreement between Licensor and Licensee, including any termination or non-renewal provision therein, would remain in full force and effect.

7. **Notices.** Paragraph 29(a) of the Agreement is hereby amended as follows:

If to Licensee:

New Cingular Wireless PCS, LLC  
Attn: TAG – LA  
Re: Cell Site #: IL0479  
Cell Site Name: Barlett South (IL)  
Fixed Asset #: 10009583  
1025 Lenox Park Blvd. NE  
3rd Floor  
Atlanta, GA 30319

With a copy to:

New Cingular Wireless PCS, LLC  
Attn: Legal Department  
Re: Cell Site #: IL0479  
Cell Site Name: Barlett South (IL)  
Fixed Asset #: 10009583  
208 S. Akard Street  
Dallas, TX 75202

8. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Licensor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Licensor, and shall not be payable by Licensee. The foregoing shall not apply to monthly License Fee which is due and payable without a requirement that it be billed by Licensor. The provisions of this subsection shall survive the termination or expiration of the Agreement.

9. **Memorandum of Agreement.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Agreement substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

10. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Third Amendment.

11. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties have caused this Third Amendment to be effective as of the last date written below.

**LICENSOR:**  
Village of Bartlett,  
an Illinois home rule municipal corporation

**LICENSEE:**  
New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]

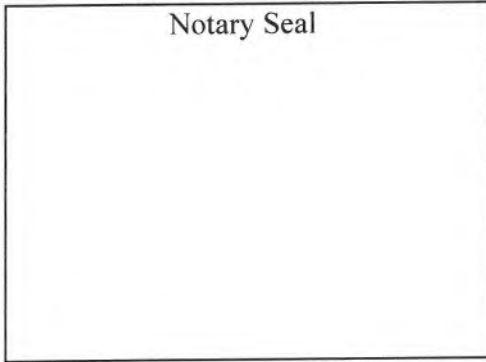


**LICENSEE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.



\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of \_\_\_\_\_

\_\_\_\_\_  
My appointment expires: \_\_\_\_\_



**THIS DOCUMENT PREPARED BY,  
and  
WHEN RECORDED RETURN TO:**

Catherine Abejar, Lease Processing  
(469) 965-9850  
MD7, LLC  
950 W. Bethany Drive, Suite 700  
Allen, TX 75013

**Parcel #: 01-03-301-002**

SPACE ABOVE FOR RECORDER'S USE

Re: Cell Site #: IL0479  
Cell Site Name: Barlett South (IL)  
Fixed Asset Number: 10009583  
State: IL  
County: Dupage

**MEMORANDUM  
OF  
AGREEMENT**

This Memorandum of Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between Village of Bartlett, an Illinois home rule municipal corporation, having a mailing address at 228 South Main Street, Bartlett, IL 60103 (hereinafter referred to as "**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as "**Licensee**").

1. Licensor and Licensee (or its affiliate or predecessor-in-interest) entered into a certain Non-Exclusive License Agreement #479 dated May 19, 1998, as amended by that certain First Amendment to Non-Exclusive License Agreement #479 dated October 4, 2016, as amended by that certain Second Amendment to Non-Exclusive License Agreement #479 dated February 20, 2018, and as further amended by that certain Third Amendment to Non-Exclusive License Agreement #479 dated \_\_\_\_\_, 202\_\_ (hereinafter, collectively, the "**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements at Licensor's real property located in the City of Bartlett, County of Dupage, commonly known as 818 Kent Circle. All of the foregoing are set forth in the Agreement.
2. Commencing on October 1, 2028, the Agreement shall extend for six (6) successive five (5) year options to renew.

3. The portion of the land being leased to Licensee (the “**Premises**”) is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Agreement is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LICENSOR:  
Village of Bartlett,  
an Illinois home rule municipal corporation

LICENSEE:  
New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

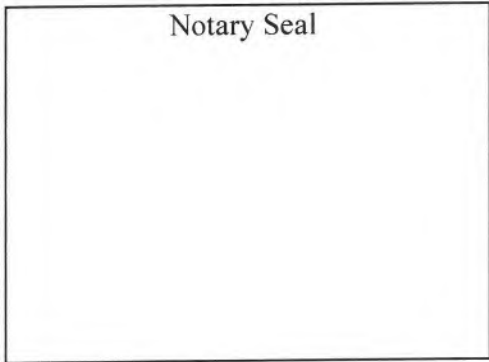
[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

**LICENSOR ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of **Village of Bartlett, an Illinois home rule municipal corporation**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.



\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of

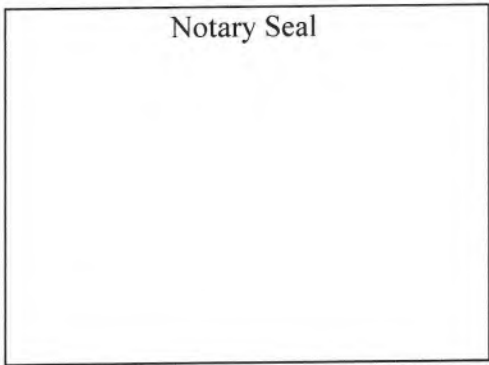
\_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**LICENSEE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.



\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)  
Notary Public in and for the State of

\_\_\_\_\_  
My appointment expires: \_\_\_\_\_

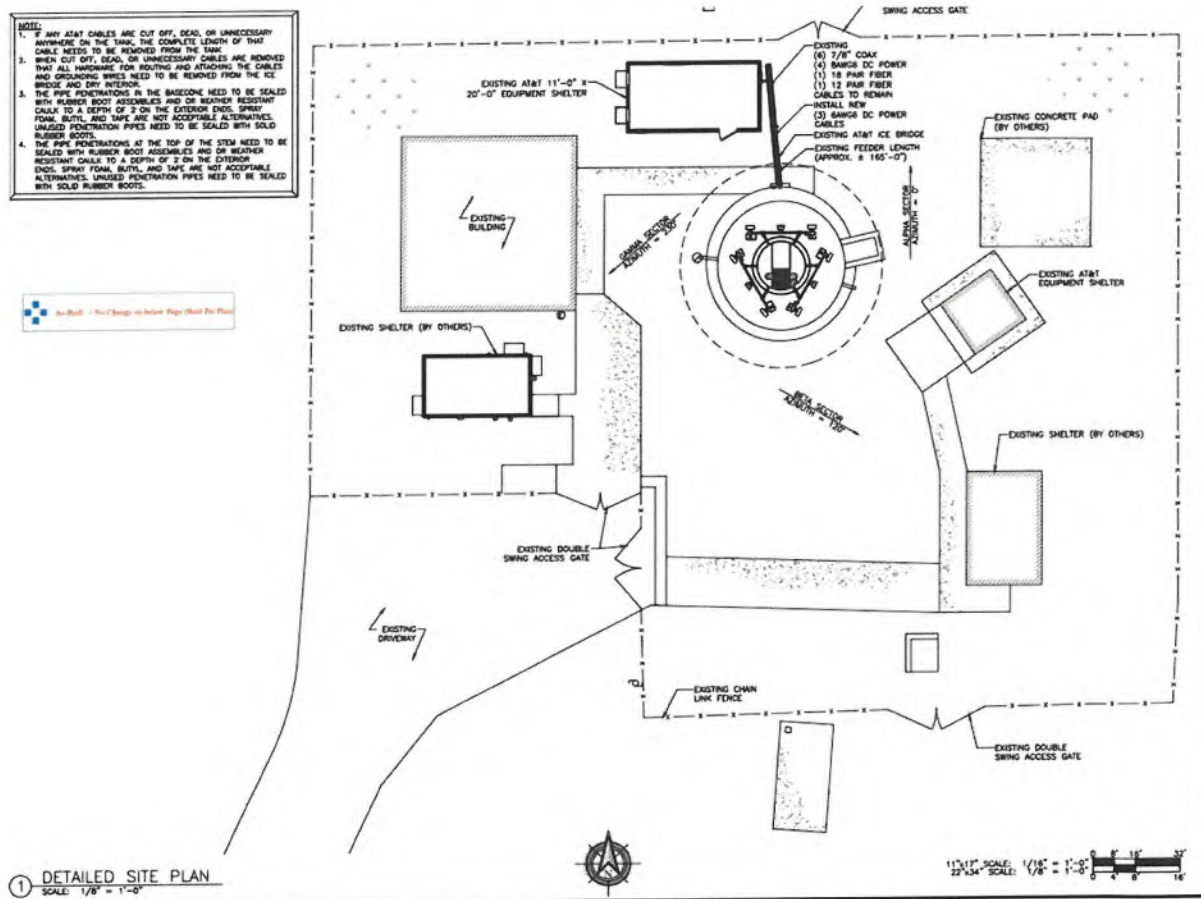
# Exhibit 1 to Memorandum of Agreement

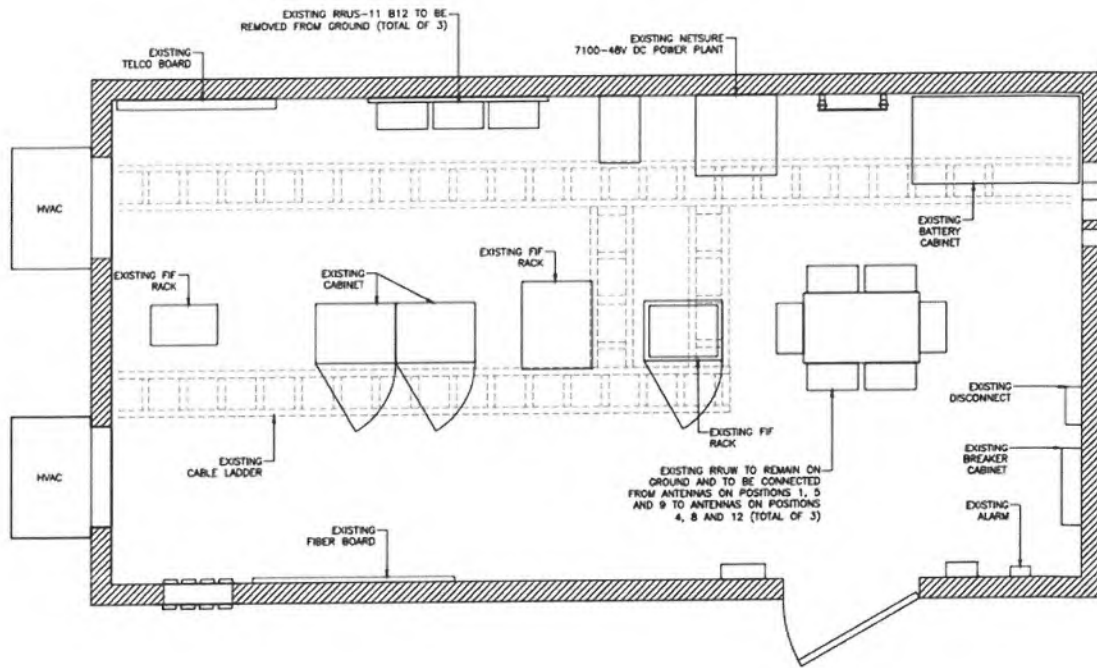
## Legal Description

Street Address: 818 Kent Circle, Bartlett, IL 60103

Parcel #: 01-03-301-002

That certain Premises (and access and utility easements) on a portion of the Property are depicted as follows:







# Agenda Item Executive Summary

AGENDA ITEM: Purchase of (1) Ford F350 Pickup Truck BOARD OR COMMITTEE: Board

## BUDGET IMPACT

Amount \$48,895 Budgeted \$58,000

Fund: Vehicle replacement fund Corresponding Activity Measure: N/A

## EXECUTIVE SUMMARY

I have received all the necessary information regarding the purchase of (1) Ford F350 pickup truck through the Illinois Suburban Purchasing Cooperative. Sutton Ford Commercial Truck Center of Matteson was awarded the contract for this vehicle. This vehicle would be purchased as part of the Streets Division Capital Outlay Budget. The price includes start up service, freight, licensing, and delivery to the PW facility.

The vehicle will be delivered at the total cost of \$48,895.00 after discount adjustments. FY 2024-25 budget provides \$58,000.00 for the purchase of (1) new 2024 Ford F350 pickup truck that replaces a 2007 Ford pickup truck, that has an evaluation rating of 38 which qualifies for immediate replacement. The existing truck will be sold at auction.

We recommend the Village of Bartlett purchase (1) Ford F350 Super Duty from Sutton Ford Commercial Truck Center in the amount of \$48,895.00.

## ATTACHMENTS (PLEASE LIST)

Memo, Vehicle detail

## RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine  Complex

Long Term (3-5 Years): Routine  Complex

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve the purchase of (1) Ford F350 Pickup Truck from the Sutton Ford Commercial Truck Center in Matteson, IL for \$48,895.

Staff: Mike Warmus, Street Division Supervisor

Date: May 21, 2024



# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Mike Warmus, Street Division Supervisor  
**Subject:** **Purchase of 2024 Ford F350 Pickup truck**  
**Date:** May 21, 2024

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The FY 24/25 operating budget allocated \$58,000.00 for the purchase of a 2004 Ford Pickup truck. This truck will replace a current 2007 F350 Ford pickup truck with over 100,000 miles and an evaluation rating of 38 which qualifies for immediate replacement.

The vehicle will be delivered at the total cost of \$48,895.00 after discount adjustments. The existing truck will be sold at auction.

We recommend the Village of Bartlett purchase (1) Ford F350 pickup truck from Sutton Ford Commercial Truck Center in the amount of \$48,895.00.

## Motion

**MOTION TO APPROVE THE PURCHASE OF (1) 2024 FORD F350 PICKUP TRUCK  
FROM SUTTON FORD COMMERCIAL TRUCK CENTER MATTESON, IL**

Mjw/attachments



**2024 FORD F350 PICK UP SRW CONTRACT #225**



**[WWW.SUTTONTRUCKS.COM](http://WWW.SUTTONTRUCKS.COM)**

**CONTACT: BRIAN TARPO, MUNICIPAL ACCOUNTS MANAGER**

**PHONE 708-720-8008**

**EMAIL: [btarpo@suttonford.com](mailto:btarpo@suttonford.com)**

**2024 FORD F350 REG CAB 4X2**

**BASE PRICE \$42,946**



Please enter the following information

Agency Name & Address VILLAGE OF BARTLETT  
228 S. MAIN ST.  
BARTLETT IL 60103

Contact Name MIKE WARMUS

Contact phone number 630 837-0811

Purchase order number \_\_\_\_\_

Total Dollar amount \$48,895

Total number of units (1)

Tax Exempt # E99981051

Delivery Address VILLAGE OF BARTLETT  
1150 BITTERSWEET DR.  
BARTLETT IL 60103

**PLEASE SUBMIT P.O. & TAX EXEMPT LETTER WITH VEHICLE ORDER**

**Sutton Ford Commercial Truck Center**

**21315 Central Ave**

**Matteson, IL 60443**

**Contact : Brian Tarpo**

**Phone# 708-720-8008**

**E-Mail: [btarpo@suttonford.com](mailto:btarpo@suttonford.com)**

## **MECHANICAL**

- **Brakes – Four-Wheel Disc Anti-lock Brake System (ABS)**
- **Electronic-Shift-On-the-Fly (ESOF) (4x4 only)**
- **Engine**
  - **F-250/F-350 – 6.8L 2V DEVCT NA PFI V8 Gas**
  - **F-450 – 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel B20**
- **Transmission**
  - **TorqShift®-G ten-speed automatic w/ Selectable Drive Modes:  
Normal, Eco, Slippery Roads, Tow/Haul (6.8L Gas)**
  - **TorqShift® ten-speed automatic w/ Selectable Drive Modes:  
Normal, Eco, Slippery Roads, Tow/Haul (6.7L Diesel)**

## **EXTERIOR**

- **Bumpers – front & rear, black painted**
- **Daytime Running Lamps**
- **Fender vents – front**
- **Front Box Step and Rear Bumper Step**
- **Glass – solar-tinted**
- **Grille – black painted**
- **Handles – door & tailgate, black**
- **Jack**
  - **3-Ton mechanical (250/350 SRW)**
  - **4-Ton hydraulic (350 DRW/450)**
- **Manually telescoping/folding trailer tow with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals**
- **Operator Commanded Regeneration (OCR) (6.7L Power Stroke® Diesel)**

engine only)

- Splash Guards/Mud Flaps – Front (F-450 only)
- Tailgate – Removable w/key lock
- "Three-Blink" lane change signal
- Tow hooks – front, two (2)
- 2.5" Built Ford Tough® Trailer Hitch Receiver
- Trailer Sway Control
- Trailer Tow Package – 7-wire harness w/relays & 7/4 pin connector
- Wheels
  - F-250/F-350 SRW – 17" Argent Painted Steel w/painted hub covers/center ornaments
  - F-350 DRW – 17" Argent Painted Steel (hub covers/center ornaments not included)
  - F-450 – 19.5" Forged Polished Aluminum w/bright hub covers/center ornaments
- Manual Locking Hub (4x4)
- Spare tire, wheel & carrier

● Windshield wipers – intermittent

#### INTERIOR/COMFORT

- 4.2" LCD Productivity Screen: includes menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications
- Air conditioning – manual, single zone
- Cabin Air Particulate Filter
- Door-trim – armrest/grab handle & reflector
- Floor covering – Black, full length vinyl
- Instrumentation – Multi-function switch message center
- Mirror – rearview 11.5" day/night

- Outside Temperature Display
- Overhead console w/dual storage bins and map lights
- Power Equipment Group – 1

1st row (front-seat) windows w/one-touch

up/down, power 2nd row (rear-seat) windows; power door-locks w/backlit switches & accessory delay; power tailgate lock

- Powerpoint – auxiliary two (2) in instrument panel

- Scuff plates – front, color-coordinated

● Seats – Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage (manual lumbar – driver’s side), front center-seat w/integrated restraint

● Steering wheel – black urethane with tilt and telescoping steering wheel/column; includes three (3) button message control

● Sun visors – color-coordinated cloth, driver w/pocket, passenger w/uncovered mirror

- Window – Rear, fixed

#### SAFETY/SECURITY

- AdvanceTrac® with RSC® (Roll Stability Control™)

- Belt-Minder® (front safety belt reminder)

— chime & flashing warning light on I/P if belts not buckled

- Center High-mounted Stop Lamp (CHMSL)

- Driver and passenger frontal airbag; passenger side deactivation Switch

- Engine Only Traction Control (DRW only)

- Headlamps – Quad beam jewel effect halogen

● Individual Tire Pressure Monitoring System (TPMS) – SRW/F-350 DRW only

- Mirrors – Manually telescoping/folding trailer tow with power/heated

glass, heated convex spotter mirror, integrated clearance lamps/turn signals

- Rear View Camera
- Remote keyless entry
- Safety belts – w/height adjustment D-ring
- Safety Canopy® System (incl. side-curtain airbags)
- SecuriLock® Passive Anti-Theft System
- SOS Post-Crash Alert System™
- Stationary Elevated Idle Control

#### FORD CO-PILOT360™ TECHNOLOGY

- AutoLamp (Auto On/Off Headlamps)
- Cruise Control
- Hill Start Assist

#### FUNCTIONAL

- Audio – AM/FM stereo/MP3 Player (four (4))
- FordPass Connect™ (5G)
  - 5G Wi-Fi hotspot connects up to 10 devices

1

- Remotely start, lock and unlock vehicle<sup>2</sup>
- Schedule specific times to remotely start vehicle<sup>2</sup>
- Locate parked vehicle<sup>2</sup>
- Check vehicle status<sup>2</sup>

Note: Telematics Solutions (both complimentary and subscription based) are available for Fleet Customers, providing access to manufacturer-grade data including but not limited to vehicle location, speed, idle time, fuel/energy, range, vehicle diagnostics, and maintenance alerts. FordPass Connect™ 5G Wi-Fi Modem,

enables telematics services directly from Ford or through authorized third party providers. Learn more at [commercialsolutions.ford.com](https://commercialsolutions.ford.com) or email [fcs1@ford.com](mailto:fcs1@ford.com) or by calling 833-FCS-Ford. (833-327-3673).

- **Rear axle**
  - Non-Limited-Slip (F-250 and F-350)
  - 4.30 Limited-Slip (F-450)
- **SYNC® 4**
  - 8" LCD Capacitive Touchscreen with Swipe Capability
  - Wireless Phone Connection
  - Cloud Connected
  - AppLink® w/App Catalog
  - 911 Assist®
  - Apple CarPlay® and Android Auto™ Compatibility
  - Digital Owner's Manual
- **Trailer Brake Controller (incl. Smart Trailer Tow Connector)**



	OPTION CODE		PRICE
<input type="checkbox"/>	X3A	XL 4X2 SUPERCAB WITH 6.5' BED	\$46,167
<input type="checkbox"/>	X3A	XL 4X2 SUPERCAB WITH 8' BED	\$46,356
<input type="checkbox"/>	W3A	XL 4X2 CREW CAB WITH 6.5' BED	\$47,495
<input type="checkbox"/>	W3A	XL 4X2 CREW CAB WITH 8.0' BED	\$47,675
<input checked="" type="checkbox"/>	F3B	XL 4X4 REGULAR CAB WITH 8.0' BED	\$46,592
<input type="checkbox"/>	X3B	XL 4X4 SUPERCAB WITH 6.5' BED	\$48,705
<input type="checkbox"/>	X3B	XL 4X4 SUPERCAB WITH 8.0FT BED	\$48,876
<input type="checkbox"/>	W3B	XL 4X4 CREW CAB WITH 6.5 BED	\$50,027
<input type="checkbox"/>	W3B	XL 4X4 CREW CAB WITH 8.0 BED	\$50,203
	OPTION CODE	POWERTRAINS	PRICE
<input type="checkbox"/>	99T	6.7L Diesel F350 P/U	\$9,096
<input type="checkbox"/>	99M	6.7L HO Powerstroke Diesel V-8	\$11,471
<input type="checkbox"/>	99N	7.3L Engine Option on F350 Pick-up	\$1,651
<input type="checkbox"/>	X3H	Axle, Electronic Locking 3.31	\$392
<input type="checkbox"/>	X3J	Axle, Electronic Locking	\$392
<input type="checkbox"/>	X3E	Axle, Electronic Locking	\$392
<input type="checkbox"/>	X4M	Axle, Electronic Locking	\$392
	OPTION CODE	TIRES	
<input type="checkbox"/>	64F	Wheels, 18 Inch Argent Painted Steel w/XL	\$414
<input type="checkbox"/>	642	Wheels, 20 Inch Premium Polished	\$1,292
<input checked="" type="checkbox"/>	TBM	LT245/75Rx17E BSW AT (Optional XL)	\$150
<input type="checkbox"/>	TCH	LT275/65Rx18E BSW AS	NC
<input type="checkbox"/>	TDX	LT275/70Rx18E BSW AT	\$241

		SEATS	
<input type="checkbox"/>	L	Vinyl High Back Bucket	\$323
<input type="checkbox"/>	1	Cloth 40/20/40 Split Bench - (XL Only) (Regular Cab)	\$91
		Cloth 40/20/40 Split Bench - Super Cab (XL Only)	\$91
<input type="checkbox"/>	1	Cloth 40/20/40 Split Bench - Crew Cab (XL Only)	\$286
<input type="checkbox"/>	4	Cloth High Back Bucket (Regular Cab)	\$468
<input type="checkbox"/>	4	Cloth High Back Bucket (Super Cab)	\$468
<input type="checkbox"/>		Cloth High Back Bucket (Crew Cab)	\$559
<input type="checkbox"/>	TCW	LT275/65Rx20E OWL AT	NC
	OPTION CODE	OTHER OPTIONS (continued)	
<input checked="" type="checkbox"/>	18B	Platform Running Boards (w/ Regular Cab)	\$291
<input type="checkbox"/>		Platform Running Boards (w/ Super/Crew Cab)	\$405
<input type="checkbox"/>	471	Camper Package	\$145
<input type="checkbox"/>	16S	All-Weather Floor Mats (Includes Carpet Floor Mats)	\$123
<input checked="" type="checkbox"/>	16T	Floor Mats, All-Weather (Excludes Carpet Floor Mats)	\$119
<input checked="" type="checkbox"/>	592	Clearance Lights, Roof	\$87
<input type="checkbox"/>	41H	Heater, Engine Block	\$91
<input type="checkbox"/>	17C	Chrome Package	\$1,129
<input type="checkbox"/>	17X	4X4 Off-Road Package	\$451
<input checked="" type="checkbox"/>	66S	Upfitter Switches (6)	\$150
<input type="checkbox"/>	473	Snow Plow Package	\$228
<input type="checkbox"/>	67H	Suspension Package, Heavy Service	\$114
<input type="checkbox"/>	62R	Transmission Power Take-Off Provision (Auto Trans)	\$255
<input type="checkbox"/>	435	Window, Power Sliding Rear	\$368
<input type="checkbox"/>	85G	Tailgate Step	\$342

<input type="checkbox"/>	41A	Rapid-Heat Supplemental Cab Heater	\$228
<input checked="" type="checkbox"/>	85S	Tough Bed Spray-in bedliner	\$542
<input type="checkbox"/>	85L	Drop-in Bedliner	\$319
<input type="checkbox"/>	61M	Rear Wheel Well Liners	\$164
<input type="checkbox"/>	17Z	XL Off Road Package	\$906
<input type="checkbox"/>	52S	Interior Work Surface	\$128
<input type="checkbox"/>	43K	2kW Pro Power	\$897
<input type="checkbox"/>	874	360 Camera Package	\$1,074
<input type="checkbox"/>	96D	XL Driver Assist Package	\$665
<input type="checkbox"/>		XL Driver Assist Package W/ 17S	NC
<input type="checkbox"/>	76S	Remote Start System	\$228
<input type="checkbox"/>	85M	Bed Mat - - Dealer Installed Accessory	\$137
<input type="checkbox"/>	61S	Splash Guards/Mud Flaps (Front)	\$119
<input type="checkbox"/>	15J	Gooseneck Hitch Kit	\$228
<input type="checkbox"/>	15L	5th Wheel Hitch Kit (20K)	\$1,224
<input type="checkbox"/>	53W	5th Wheel/Gooseneck Hitch Prep Package	\$501
<input checked="" type="checkbox"/>	76C	Exterior Back-up Chime	\$160
<input type="checkbox"/>	96V	XL Value Package	\$205
<input type="checkbox"/>	61L	Front Wheel Well Liners	\$164
<input checked="" type="checkbox"/>	61N	Front & Rear Wheel Well Liners	\$296
<input checked="" type="checkbox"/>	43C	120V/400W Outlet	\$160
<input type="checkbox"/>	66L	Box Rail Lighting, LED Lighting system (P552)	\$54
<input type="checkbox"/>	91D	On-Board Scales & Smart Hitch	\$592
<input type="checkbox"/>	43B	Defrost w/ Fixed & Privacy Glass	\$54
<input type="checkbox"/>	67E	Extra-Extra Heavy Duty Alternator	\$78
<input type="checkbox"/>		Extra-Extra Heavy Duty Alternator w/ 43C & 66S & 473 or 47B	\$78

<input type="checkbox"/>	67D	190 Amp Alternator on Gas engines and 250 Amp Alternator on Diesel engines	NC
<input type="checkbox"/>	86M	Dual Batteries (68 Amp.)	\$191
<input type="checkbox"/>		Dual Batteries (68 Amp.) (w/ 99M or 99T)	NC
<input type="checkbox"/>	86K	Programmable Engine Idle Shutdown Timer	\$228
<input type="checkbox"/>	17S	STX	\$4,654
<input type="checkbox"/>	47B	SNOWPLOW/CAMPER PACKAGE	\$277
<input type="checkbox"/>	98F	CNG/Propane Gaseous Engine Prep Package (6.8L only)	\$286
<input type="checkbox"/>	67B	Dual Extra Heavy-Duty Alternator	\$104
<input type="checkbox"/>		Dual Extra Heavy-Duty Alternator w/ 43C & 66S & 473 or 47B	\$104
<input type="checkbox"/>		Dual Extra Heavy-Duty Alternator w/ 41A	NC
<input type="checkbox"/>	924	Privacy Glass	\$28
<input type="checkbox"/>	21X	Vehicle Safe by Console Vault	\$319
<input type="checkbox"/>	19J	Aluminum Cross Bed Tool Box - Matte Black (Weather Guard model #127-52-03)	\$865
<input type="checkbox"/>	19K	Aluminum Cross Bed Tool Box - Bright (Weather Guard model #127-0-03)	\$865
<input type="checkbox"/>	19H	Pickup Box Bed Side Storage	\$1,543
<input type="checkbox"/>	21D	Tonneau Pickup Box Cover - Soft Folding	\$537
<input type="checkbox"/>	21E	Tonneau Pickup Box Cover - Hard Folding	\$1,092
<input type="checkbox"/>	21J	Tonneau Pickup Box Cover - Retractable	\$2,002
<input type="checkbox"/>	68F	F-350 Gas Heavy Duty Payload Package	\$269
<input type="checkbox"/>	PD4	Paint, Rapid Red Metallic Tinted Clearcoat	\$451
<input type="checkbox"/>	PD4	Paint, Star White Metallic Tri-Coat	\$906
<input type="checkbox"/>	PAZ	Paint, Glacier Grey Metallic Tri-Coat	\$906

<input type="checkbox"/>	PR7	Splash Guards/Mud Flaps (Rear)	\$96
<input type="checkbox"/>	62S	Retractable Bed Step (Corner)	\$355
<input type="checkbox"/>	87B	Retractable Bed Step (Side)	\$710
<input type="checkbox"/>	95K	Paint, School Bus Yellow w/ Agate Black Hood (Fleet Only)	\$150
	OPTION CODE	MISC	
<input checked="" type="checkbox"/>	DELIVERY	DELIVER TO THE CUSTOMER	\$175
<input checked="" type="checkbox"/>	TITLE	DEALER WILL TITLE AND PLATE VEHICLE	\$173
	OPTION CODE	EXTERIOR COLOR	PRICE
<input type="checkbox"/>	UM	AGATE BLACK METALLIC	N/C
<input checked="" type="checkbox"/>	HX	ANTIMATTER BLUE METALLIC	N/C
<input type="checkbox"/>	M7	CARBONIZED GRAY METALLIC	N/C
<input type="checkbox"/>	JS	ICONIC SILVER METALLIC	N/C
<input type="checkbox"/>	Z1	OXFORD WHITE	N/C
<input type="checkbox"/>	PQ	RACE RED	N/C
<input type="checkbox"/>	LJ	DARKENED BRONZE METALLIC	N/C
<input type="checkbox"/>	GR	GREEN	\$600
<input type="checkbox"/>	MB	ORANGE	\$600
<input type="checkbox"/>	BY	SCHOOL BUS YELLOW	\$600
<input type="checkbox"/>	E4	VERMILLION RED	\$600
<input type="checkbox"/>	AT	YELLOW	\$600
<input type="checkbox"/>	W6	GREEN GEM	\$600



# Agenda Item Executive Summary

AGENDA ITEM: 2024 Concrete Replacement Program BOARD OR COMMITTEE: Board

## BUDGET IMPACT

Amount \$ 125,000.00 (Not-to-exceed) Budgeted \$ 200,000.00

Fund: *MFT Fund* Corresponding Activity Measure: *Concrete Repair/Replace*

## EXECUTIVE SUMMARY

This project is the annual public walk and misc. concrete replacement project which includes the removal and replacement of sidewalks that have been damaged and in need of repair throughout the Village. For FY23/24, \$200,000 has been budgeted for this and other projects relating to sidewalk improvement.

On April 20, 2023, the Village of Lake Forest, in a joint bid with other municipalities, awarded three-year concrete replacement contract to Schroeder & Schroeder Concrete Inc. Schroeder & Schroeder Concrete Inc. extended the unit price for 2024 to the Village which is \$13.00 per sq. ft. of sidewalk and \$36.00 per. In. ft. of curb.

## RECOMMENDATION

Staff recommend using Schroeder & Schroeder Concrete Inc. for the 2024 Concrete Replacement Project.

## ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Contract, Bid Summary

## RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine  Complex

Long Term (3-5 Years): Routine  Complex

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION:** I MOVE TO APPROVE RESOLUTION 2024-\_\_\_\_\_, A RESOLUTION APPROVING THE 2024 CONCRETE REPLACEMENT PROGRAM AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SHROEDER & SHROEDER INC.

Staff: Jacob Itskovich Engineering Technician

Date: May 13, 2024

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Jacob Itskovich, Engineering Technician  
**Subject:** **2024 Concrete Replacement Program**  
**Date:** May 13, 2024

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This project is the annual public walk and misc. concrete replacement project, which includes the removal and replacement of sidewalks that have been damaged and are in need of repair throughout the Village.

On April 20, 2023, the Village of Lake Forest, in a joint bid with other municipalities, awarded a three-year concrete replacement contract to Schroeder & Schroeder Concrete Inc. Schroeder & Schroeder Concrete Inc. extended the unit price for 2024 to the Village which is \$13.00 per sq. ft. of sidewalk and \$36.00 per. In. ft. of curb. This contract includes replacement of damaged curb and gutter and restoration of disturbed area. Any remaining funds will be returned to the MFT account to be used later.

Schroeder & Schroeder, Inc. performs concrete replacement services for many Chicagoland area suburbs and has satisfactorily completed work for the Village of Bartlett in the past.

## **RECOMMENDATION**

Staff recommends using Schroeder & Schroeder, Inc. for the 2024 Concrete Replacement Program in the not-to-exceed amount of \$125,000.00.

## **MOTION**

**I MOVE TO APPROVE RESOLUTION # 2024-\_\_\_\_-R, A RESOLUTION APPROVING THE 2024 CONCRETE REPLACEMENT PROGRAM AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SHROEDER & SHROEDER INC.**

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

**A RESOLUTION APPROVING THE  
2024 CONCRETE REPLACEMENT PROGRAM AGREEMENT BETWEEN  
THE VILLAGE OF BARTLETT AND SCHROEDER & SCHROEDER INC.**

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

**SECTION ONE:** 2024 Concrete Replacement Program Agreement dated May 21, 2024, between the Village of Bartlett and Schroeder & Schroeder, Inc. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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



ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 21, 2024

APPROVED: May 21, 2024

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

ATTEST:

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

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete, and exact copy of Resolution 2024 - \_\_\_\_\_ enacted on May 21, 2024, and approved on May 21, 2024, as the same appears from the official records of the Village of Bartlett.

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



Contractor's Name

Schroeder & Schroeder, Inc.

Contractor's Address

7306 Central Park

City

Skokie

State

IL

Zip Code

60076

STATE OF ILLINOIS

Local Public Agency

Village of Bartlett

County

Cook

Section Number

24-00000-01-GM

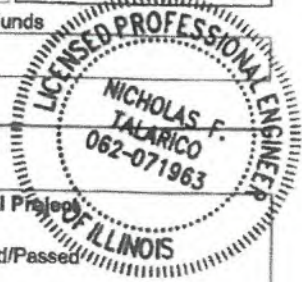
Street Name/Road Name

Various

Type of Funds

MFT

CONTRACT BOND (when required)



**For a County and Road District Project**

Submitted/Approved  
Highway Commissioner Signature & Date

Submitted/Approved  
County Engineer/Superintendent of Highways Signature & Date

**For a Municipal Project**

Submitted/Approved/Passed

Signature & Date  
*Nicholas Talarico* 4-10-28

Official Title  
VILLAGE ENGINEER

**Department of Transportation**

Concurrence in approval of award

Regional Engineer Signature & Date

On Behalf of IDOT - Pursuant to Agreement of Understanding Dated July 14th, 2023.

Local Public Agency	Local Street/Road Name	County	Section Number
Village of Bartlett	Various	Cook	24-00000-01-GM

- THIS AGREEMENT, made and concluded the 21st day of May between the Village of Bartlett, known as the party of the first part, and Schroeder & Schroeder, Inc., its successor, and assigns, known as the party of the second part.
- For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
- It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 24-00000-01-GM in Village of Bartlett, approved by the Illinois Department of Transportation on \_\_\_\_\_, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The Village of Bartlett

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:


(If a Corporation)

Corporate Name

Schroeder & Schroeder, Inc.

President, Party of the Second Part Signature & Date

By: 



(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

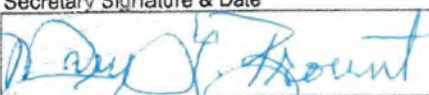
Partners doing Business under the firm name of Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date



(SEAL, if required by the LPA)



right-of-way but a combination of temporary/permanent easements are required as the sidewalk connects north into the Lake Forest Hospital's existing asphalt path, requiring future City Council approval of these easements at a later date.

City staff have previously briefed the City Council on Municipal Partnership Initiative (MPI), a program that takes advantage of economies of scale by securing low bid prices among neighboring municipalities who bid similar projects each year. This year, the City joined forces with Lake Bluff, Glenview, Kenilworth, Northfield, and Lincolnwood for the 2023 Concrete Curb and Sidewalk Replacement Project.

This Contract may be renewed for up to three additional and consecutive one-year terms, upon the mutual written consent of the City and Contractor.

**PROJECT REVIEW/RECOMMENDATIONS:**

Reviewed	Date	Comments
Public Works Committee	5/1/2023	Reviewed & Recommended City Council Approval
Finance Committee	11/14/2022	Concrete Streets and Deerpath/Westmoreland Sidewalk Connectivity Included with FY '24 Capital Plan*

\*Note: Sidewalk Replacement is included in the Operations Budget.

**BUDGET/FISCAL IMPACT:** Bids for the 2023 Annual Concrete Street, Curb, and Sidewalk Project, and the Deerpath/Westmoreland Sidewalk Connectivity Project were received and opened on April 20, 2023. The City received a total of three bids.

If awarded, the work on the sidewalk/curb/streets portion of the project is expected to begin in late June and be completed by early July. Work on the Deerpath Sidewalk Connectivity portion of the project is dependent on easement agreements but potentially could be any time between early August and late October. Property owners living near the vicinity of the construction work will be notified in advance of the start of construction.

The City's Engineering staff will provide oversight through daily inspections.

Has City staff obtained competitive pricing for proposed goods/services? **Yes**

The following is a summary of the three bids received:

Company Name	Bid Amount
<b>Schroeder &amp; Schroeder Inc.</b>	<b>\$167,200.00</b>
D'Land Construction, LLC	\$263,470.00
G&M cement construction	\$274,560.00

The low bidder, Schroeder & Schroeder, Inc., has worked in The City of Lake Forest and the work was satisfactory to Engineering staff.

Below is an estimated summary of project budget by funding source: