

**VILLAGE OF BARTLETT**  
**BOARD AGENDA**  
**NOVEMBER 3, 2020**  
**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:** Public Hearing & Board Minutes – October 20, 2020
- \*7. **BILL LIST:** November 3, 2020
8. **TREASURER'S REPORT:** None

9. **PRESIDENT'S REPORT:**

- A. Resolution Seeking Immediate Relief from Enhanced Mitigation Restrictions

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

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

12. **STANDING COMMITTEE REPORTS:**

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

- \*1. Ordinance Granting a Rear Yard Variation for 630 Golfers Lane
- \*2. Ordinance Granting Variations for Fence Height and to Allow Solar Panels in the Corner Side Yard for 1070 Dartmouth Drive

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

1. Resolution Approving the Letter of Intent Between TOT Holdings I, LLC and the Village of Bartlett

C. **FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE**

1. Resolution Approving Amendment No. 1 to the Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds Between the County of Cook and the Village of Bartlett

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

- \*1. Ordinance Creating a Class A Liquor License

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

- \*1. Authorization to Purchase Five (5) 2021 Utility Interceptor Vehicles through the Suburban Purchasing Cooperative Contract #152 in the Amount of \$173,865 from Currie Motors Fleet in Frankfort, IL

F. **PUBLIC WORKS COMMITTEE, CHAIRMAN SUWANSKI**

- \*1. Ordinance Accepting the Public Improvements for the Galleria of Bartlett at 30W100 Army Trail Road
- \*2. Resolution Approving the Self Guarantee to the Illinois Emergency Management Agency, Division of Nuclear Safety

13. **NEW BUSINESS**

- A. D'licious Crepes and Roti Class A Liquor License Request
- B. Magnolia's Weddings and Events Class A Liquor License Request

14. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**

15. **ADJOURNMENT**



**VILLAGE OF BARTLETT  
PUBLIC HEARING MINUTES  
October 20, 2020**

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CALL TO ORDER

President Wallace called the Truth In Taxation Public Hearing of October 20, 2020 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. and is broadcasting live and via Zoom Meeting video.

ROLL CALL

PRESENT: Trustees Carbonaro, Deyne, Gandsey, Hopkins, Reinke and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Planning & Development Director Roberta Grill, Building Director Brian Goralski, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Jim Durbin, Village Attorney Bryan Mraz and Village Clerk Lorna Gilles.

Village Administrator Paula Schumacher stated that this public hearing is for public input on the 2020 Village of Bartlett property tax levy. We discussed the tax levy at the last Committee meeting. To recap, the proposed Village of Bartlett property tax levy totals \$11,599,291 (eleven million, five hundred ninety-nine thousand, two hundred ninety-one dollars). The General Corporate levy is flat from the prior year. Combined with the Police Pension levy, the General Corporate and Police Pension levy have increased 17.4% from the 2019 extension. The debt service levy has decreased 2.24%. In total, the levy has been increased \$119,477 or 1.04% from the 2019 extension.

2020 tax rates from Cook, DuPage, and Kane counties will be determined in the spring of 2021 when the counties finalize EAV's for the 2020 tax levy.

This levy will be presented to the Village Board December 1<sup>st</sup> for final approval and the levy will be filed with each county clerk no later than December 29, 2020.

President Wallace asked if anyone had questions regarding this information.

There were none.

President Wallace asked if anyone in the audience would like to make a comment or pose a question in this hearing, please respond now.

There were none.



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

**ROLL CALL VOTE TO ADJOURN**

**AYES:** Trustees Carbonaro, Deyne, Gandsey, Hopkins, Reinke

**NAYS:** None

**ABSENT:** None

**MOTION CARRIED**

The Public Hearing was adjourned at 7:03 p.m.

Lorna Gilles  
Village Clerk



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1. CALL TO ORDER
2. ROLL CALL

PRESENT: Trustees Carbonaro, Deyne, Gandsey, Hopkins, Reinke and President Wallace [Trustee Suwanski sworn in under Item 9]

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Planning & Development Director Roberta Grill, Building Director Brian Goralski, Grounds Superintendent Kevin DeRoo, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Jim Durbin, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Pastor Alex Culpepper from Alliance Bible Church gave the invocation.
4. PLEDGE OF ALLEGIANCE
5. CONSENT AGENDA

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

There were no changes to the Consent Agenda.

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

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



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

AYES: Trustees Carbonaro, Deyne, Gandsey, Hopkins, Reinke  
NAYS: None  
ABSENT: None  
MOTION CARRIED

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

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

8. TREASURER'S REPORT

Finance Director Todd Dowden stated that this was the August 2020 Treasurer's Report. He stated that the Municipal Sales Tax Report through August 2020 totaled \$209,005 was received in August and represents May activity. It was down \$23,105 from the previous month last year. For the first four months of the year, they are down \$29,000 or 3.7%. This is being made up by Use Tax or Internet Tax which is currently up \$96,000. Motor Fuel Tax distribution through July 2020 totaled \$121,837. That is \$70,851 from the old MFT and \$50,986 from the Transportation Renewal Fund. Next month, was the first month of the prior year that they received the Transportation Renewal Fund.

9. PRESIDENT'S REPORT

President Wallace stated that they have the special honor of swearing in a newly appointed Trustee and welcomed Renée Suwanski.

Attorney Mraz recited the Oath of Office and Trustee Suwanski was sworn in. As the resigned Trustee Gabrenya was serving in an elective municipal office with a four-year term that expired in May of 2023, this appointment, will expire in May of 2021, leaving a vacancy for a 2-year term of Village Trustee.

President Wallace welcomed her aboard and appreciated her willingness to serve.

President Wallace announced the Bartlett Community Care Initiative Award presentation and he asked the Chief to proceed.

Police Chief Patrick Ullrich stated that in 2019, Bartlett Police Department and Village Church of Bartlett (VCOB) launched an innovative program not knowingly used elsewhere called the Bartlett Community Care Initiative (BCCI). This initiative is a result of several



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years of planning, discussions and relationship building efforts between Bartlett Police Department and Village Church of Bartlett. BCCI supports our police department's crisis intervention strategies and enables our department members to provide services and resources to the community on a 24/7 basis through donations received from residents, businesses and church members.

Although the program has only been in place for about sixteen months, it has proven to be successful in providing department members with resources that otherwise would not have been available.

The first fundraiser was held in 2019 and with continuing donations, the following are examples of available resources:

- A cellphone with an Uber app to provide to those who don't have the ability to get transportation to a mental health/addiction treatment facility
- Meal gift cards
- Gas gift cards
- Metra train passes
- Free-standing phone charging station placed in the Police Department lobby
- Samsung tablet with a mental health resource app for reference

BCCI is also utilized to assist residents with service donations, including:

- Hoarding issues
- Snow removal for the elderly or sick
- Yard clean up services for the elderly or sick
- Fixing broken doors for the elderly or sick
- Assisting with emergency needs such as cribs, baby food, and clothing

Also, as part of the Bartlett Community Care Initiative, VCOB partnered with a nearby hotel. Should a member of the Bartlett Police Department identify a need for a hotel, the police department can arrange a room with the hotel and VCOB is invoiced. Circumstances considered include individuals or families who feel uncomfortable staying in the home due to being victim(s) of a crime(s) or a death having occurred in the home.

The Bartlett Police Department is also part of the Police Assisted Addiction Recovery Initiative (PAARI). Mental health interventions are increasing and officers are referring individuals to mental health or addiction treatment facilities, but many individuals seeking help do not have transportation to get them to these facilities. If they can't get there, the beds are taken by someone else. We partnered up with Village Church of Bartlett to



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establish another way to help those in need of such services due to the lack of police manpower to provide routine transportation.

Because the program has grown well past its original idea of helping those in mental health crisis, BCCI is currently becoming its own 501(c)(3) organization, with its own board members. BCCI creates an annual report and engages in community service days throughout the year.

Recently, DuPage County Chiefs of Police Association announced it was accepting nominations for its Pioneer Policing Award and I submitted a nomination for Bartlett Community Care Initiative to be considered for the award.

The Pioneer Policing Award is awarded to a DuPage County Law Enforcement Agency which has pioneered a totally innovative program, policy or concept not knowingly used elsewhere to further the professionalism of law enforcement and/or service to citizens.

Award Criteria:

1. The award is based upon totally innovative programs, policies, or technology, not knowingly used elsewhere.
2. The weight of the nomination is increased with level of risk taking (without sacrificing ethics or safety) and radical innovation differing from long standing tradition.
3. The nominated agency must be willing to share with sister agencies the programs, policies or technology which resulted in the nomination.
4. The weight of the nomination increases with the commonality of the problem for which the program, policy or concept was implemented.
5. The nominated agency must be a DCCPA member's agency in good standing at the time of the program, policy or concept and award.

I am proud to report that DuPage County Chiefs of Police Association selected Bartlett Community Care Initiative to receive the Pioneer Policing Award.

I would like to commend my staff, especially, Sergeant Jessica Crowley, Detective Chris Johnson, and Police Psychologist Dr. Kammie Juzwin, as well as Village Church of Bartlett staff, including A.J. Loreda, Scott Dyke, Breanne Fuelling and Michael Fuelling and many other volunteers for this incredible community partnership that has allowed Bartlett Police Department members access to resources we wouldn't otherwise have.

Sgt. Crowley and I accepted the award on September 24<sup>th</sup> and after receiving the award, I had an identical award made so we could present it to the members of Village Church



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this evening. Thank you all for your vision and passion in imagining this program and bringing it to fruition. We are proud to be partners with you in finding innovative ways to provide services to our residents.

President Wallace presented the plaques.

Breanne Fueling stated that they made cards in memory of Dr. Michael Camerer who was a member at the Village Church of Bartlett. They are compiling a book of memories for his family.

Chief Ullrich stated that this is so innovative, he was not sure that another police department in the country does something like this. They have already been contacted by several other police departments and DuPage County police agencies. His goal is to present this concept at the International Chief's of Police conference group next year in New Orleans. Hopefully they can expand it and make a model for other police agencies and communities to follow.

President Wallace presented a Proclamation for World Polio Day 2020 and proclaimed Tuesday, October 20, 2020 as World Polio Day in Bartlett. He encouraged anyone interested in Rotary to come as his guest any Thursday for lunch.

President Wallace stated that Violet's Gaming Pub Class B liquor license was removed from the agenda by the petitioner.

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

Trustee Deyne mentioned that he and his wife had an incident on Friday where she had pain in her right arm. They went to the Fire Department, Station 1, and the paramedics (Alex and Ed) were wonderful and he thanked them for doing an outstanding job examining her.

Trustee Suwanski stated that she was very excited to be serving the Village of Bartlett. She thanked President Wallace and the executive board and the members of the community for their trust.

**11. TOWN HALL**

**James Lemberg, 807 Redwood Lane**

Mr. Lemberg stated that he just received his water bill for eight thousand gallons. No one in the village could explain why he had eight thousand gallons of usage for two people. Over the last four years his bill never went over four thousand gallons. Someone from



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the water department told him that he must have a running toilet or leaky faucets. He would know the problem if that were true and the only choice was to send someone out to the house. He felt that he was not trusted to know what he was doing. Did they think he was lying? There are five other houses on his block that also have the exact same usage. He felt that something was wrong with the computer system that needs to be fixed. In the process, they need to give instructions to the people that work in this village because they are one rude group of people who do not treat the residents with respect.

Mayor Wallace stated that this just happens to be in the area with the new water main.

Public Works Director Dan Dinges stated that they need to check the meter to make sure that it is functioning.

Mayor Wallace stated that if there is more than one that has the same usage we need to figure it out.

**Theresa Materna, 329 W. North Avenue**

Ms. Materna stated that she has been before the board several times and this issue goes back to 2018. She thanked Chief Ullrich and Bartlett Police Department for all they have done regarding the traffic at North Avenue and Western. The chief has been very upfront and communicative with her regarding any changes in the situation and she truly appreciates his professionalism. The original concern she brought before the board was the number of vehicles failing to stop when going northbound on Western Avenue and turning westbound into North Avenue. She has offered to be of assistance in any way possible with community input. In June of 2019, she wrote a letter to all members of the board addressing her concerns and even went door-to-door obtaining signatures from area residents who agreed that there are concerns at this intersection. A working solution was to place a flashing stop sign at this intersection. There have been pros and cons to this and she has received a negative anonymous letter from neighbors using harassing language towards her. Today, from 2:36 p.m. to 2:46 p.m. she counted fifty-one vehicles that went through this intersection. Of those, only ten stopped and the rest were a combination of rolling stops or no stop at all. That is 80.4% of the cars that did not make a stop in this intersection. If school was in session she could guarantee this would be much higher. She is concerned for her safety pulling out of her driveway every day, the safety of her one-year-old grandchild and the safety of visitors that come to her home. At the February 4, 2020 board meeting, Chief Ullrich stated that they only had one complaint since August. Trustee Deyne stated that he had a number of complaints but they had diminished lately. It was discussed at that point, what the procedure would be for the removal of the flashing stop sign. At the October 6<sup>th</sup> board meeting it was decided by Trustees Reinke and Deyne to have the sign removed with no input from the surrounding neighbors. It took her over a year or two to have these implemented and less than forty-



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eight hours to have them taken down. She questioned what happened to sixty-six percent of resident approval. She asked how they were going to rectify the situation.

Trustee Deyne stated that as long as he has served on this board, he has had many complaints about the flashing stop signs. You can see them from Lake Street and Devon. The purpose and intent of installing the flashing stop signs was because of all the traffic going through there at the time which has been greatly reduced based on the information he has received from staff. He stated that he lives in that neighborhood. He stated that the sign she has in front of her house is in the parkway and is an illegal sign. He didn't think people were going to stop anymore with the flashing stop signs that are inconvenient to residents. As long as he is on this board, he will vote against the flashing stop signs. It is the only place in this village that had a flashing stop sign and the construction traffic is gone.

Ms. Materna asked what he is going to do about her not being able to pull out of her driveway safely.

President Wallace stated that they would look into it and have the Chief get back to her. He understood her concerns and that there is a lot of traffic there.

Ms. Materna stated that she is concerned about getting in an accident trying to pull out of her driveway or the safety of her grandchild playing in the yard.

## 12. STANDING COMMITTEE REPORTS

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

Trustee Reinke stated that Resolution 2020-101-R, a Resolution Approving of the Landbank Parking Agreement Between the Village of Bartlett and TEC ESC Brewster Creek III, L.L.C. (375 Spitzer Road, Bartlett, IL) was covered and approved under the Consent Agenda.

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

Trustee Gandsey presented Resolution 2020-100-R, a Resolution Supporting and Consenting to the Class 6B Eligibility Application of Conor Globe Bartlett I, LLC for Proposed Lot 2A in the Brewster Creek Business Park (24.81 Acres) Commonly Known as 375 Spitzer Road/1501 West Bartlett Road (Portions of PINS 06-33-300-001-0000 and 06-32-401-003-0000) Bartlett, Illinois. She stated that this goes to the Cook County Board who ultimately decides if granted.

Trustee Gandsey moved to approve Resolution 2020-100-R, a Resolution Supporting and



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Consenting to the Class 6B Eligibility Application of Conor Globe Bartlett I, LLC for Proposed Lot 2A in the Brewster Creek Business Park (24.81 Acres) Commonly Known as 375 Spitzer Road/1501 West Bartlett Road (Portions of PINS 06-33-300-001-0000 and 06-32-401-003-0000) Bartlett, Illinois and that motion was seconded by Trustee Reinke.

ROLL CALL VOTE TO APPROVE 2020-100-R, SUPPORTING AND CONSENT TO THE CLASS 6B APPLICATION FOR CONOR GLOBE BARTLETT I, LLC

AYES: Trustees Carbonaro, Deyne, Gandsey, Hopkins, Reinke, Suwanski

NAYS: None

ABSENT: None

MOTION CARRIED

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that the 2020 Estimated Property Tax Levy established at \$11,599,291 and Resolution 2020-102-R, a Resolution Approving of Disbursement Request for Payout No. 21 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project were covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that the NSSEO Open Burn Request and the Integrated Lakes Management Open Burn Request were covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that there was no report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that there was no report.

13. NEW BUSINESS

Trustee Reinke stated that last weekend he participated in the Oktoberfest and ordered a nice meal from Bartlett Hills to go. He thought it was a great we need to get the staff and facility busy while generating additional revenue. He wanted to encourage them to do that in the future.



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Village Administrator Paula Schumacher stated that on November 7<sup>th</sup>, it is a prime rib curbside meal and she thought they were also working on something for the holidays.

Trustee Gandsey stated that she had a few people reach out to her regarding Ruzicka ballpark parking lot and the large amount of potholes.

Ms. Schumacher stated that a portion of that parking lot is in a ComEd easement and they have some concerns about how that is overlaid. They looked at paving that lot and there are some additional underground storm sewers that would be necessary with pavement. They can rerun those numbers again but she recalls that it was upwards around \$600,000.

President Wallace stated that this has been going on for a long time.

He encouraged anyone that had photos or wanted to share memories of Dr. Camerer to please pick up the information left by Breanne Fueling.

**14. QUESTION/ANSWER PRESIDENT & TRUSTEES**

Trustee Hopkins stated that they have talked in the past and budgeted money for the water meter upgrade. He asked for more information.

Mr. Dinges stated that it is in the five-year capital plan. It is towards the end of the five years and will be presented next month. Right now, they do a drive-by read of the water meters and they will be proposing an automatic read that is always live. It will help residents that have a leaky toilet or water softener to monitor a daily alert.

**15. ADJOURN**

President Wallace stated that the Board would be going directly into the Committee of the Whole meeting following adjournment. At the end of the Committee of the Whole meeting they will have an Executive Session to Discuss Sale of Village Owned Property Pursuant to Section 2(c)6 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.



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ROLL CALL VOTE TO ADJOURN

AYES: Trustees Carbonaro, Deyne, Gandsey, Hopkins, Reinke, Suwanski  
NAYS: None  
ABSENT: None  
MOTION CARRIED

The meeting was adjourned at 7:43 p.m.

Lorna Gilless  
Village Clerk

**VILLAGE OF BARTLETT**  
**DETAIL BOARD REPORT**  
 INVOICES DUE ON/BEFORE 11/3/2020

**100000-GENERAL FUND**

**210002-GROUP INSURANCE PAYABLE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - NOV 2020	15,751.95
** 1 DELTA DENTAL OF ILLINOIS - RISK	MONTHLY INSURANCE - NOV 2020	116.50
1 ANN DIMARTINO	INSURANCE PREMIUM OVERPAYMENT	2,583.72
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/NOV 2020	855.65
	<b>INVOICES TOTAL:</b>	<b>19,307.82</b>

**1100-VILLAGE BOARD/ADMINISTRATION**

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CITYTECH USA INC	ANNUAL MEMBERSHIP	390.00
	<b>INVOICES TOTAL:</b>	<b>390.00</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	REFRESHMENTS/COFFEE WITH PAULA	25.28
	<b>INVOICES TOTAL:</b>	<b>25.28</b>

**543900-COMMUNITY RELATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	FOG MACHINES	105.98
1 AMAZON CAPITAL SERVICES INC	ITEMS FOR BOO DRIVE THRU	188.63
1 AMAZON CAPITAL SERVICES INC	WIRELESS TRANSMITTER	119.02
1 AMAZON CAPITAL SERVICES INC	BOO DRIVE THRU ITEMS	111.96
1 AMAZON CAPITAL SERVICES INC	BOO DRIVE THRU SUPPLIES	21.94
1 DANIEL DINGES	ITEMS FOR BOO DRIVE THRU EXHIBIT	134.29
	<b>INVOICES TOTAL:</b>	<b>681.82</b>

**543910-HISTORY MUSEUM EXPENSES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LESLIE GODDARD	HISTORY MUSEUM ZOOM PRESENTATION	200.00
1 PAM ROHLER	HOLIDAY DECORATIONS/DEPOT MUSEUM	162.40
	<b>INVOICES TOTAL:</b>	<b>362.40</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A-1 TROPHIES & AWARDS INC	NAME PLATE/ENGRAVING	23.20
	<b>INVOICES TOTAL:</b>	<b>23.20</b>

**1200-PROFESSIONAL SERVICES**

**523400-LEGAL SERVICES**

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

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**	1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	16,828.00
	1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
	1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	600.00
			<b>INVOICES TOTAL:</b>
			<b>18,353.00</b>

**523401-ARCHITECTURAL/ENGINEERING SVC**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GEWALT HAMILTON ASSOCIATES INC	TRAFFIC PASS THRU	661.06
1 V3 COMPANIES LTD	W BARTLETT RD ENGINEERING REVIEW	650.00
		<b>INVOICES TOTAL:</b>
		<b>1,311.06</b>

**546900-CONTINGENCIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 JENSEN GROUP CONSTRUCTION	246 FIELDCREST DECK REBUILD	4,800.00
** 1 JENSEN GROUP CONSTRUCTION	246 FIELDCREST DECK	654.78
		<b>INVOICES TOTAL:</b>
		<b>5,454.78</b>

**1400-FINANCE**

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	OFFICE SUPPLIES/COFFEE CREAMER	103.29
1 WAREHOUSE DIRECT	PAPERCLIPS	4.58
1 WAREHOUSE DIRECT	PAPER TOWELS/KLEENEX	24.18
1 WAREHOUSE DIRECT	PAPER/PAPERCLIPS	1.08
1 WAREHOUSE DIRECT	BADGE HOLDERS	55.16
		<b>INVOICES TOTAL:</b>
		<b>188.29</b>

**1500-PLANNING & DEV SERVICES**

**526005-PLAN REVIEW SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	1,300.00
1 FIRE SAFETY CONSULTANTS INC	PLAN REVIEW SERVICES	3,856.00
		<b>INVOICES TOTAL:</b>
		<b>5,156.00</b>

**526006-INSPECTION SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATTHEW BURRIS	PLUMBING INSPECTION	35.00
1 MATTHEW BURRIS	PLUMBING INSPECTIONS	140.00
		<b>INVOICES TOTAL:</b>
		<b>175.00</b>

**530115-SUBSCRIPTIONS/PUBLICATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERNATIONAL CODE COUNCIL INC	CODE BOOK PURCHASE	63.00
		<b>INVOICES TOTAL:</b>
		<b>63.00</b>

\*\* Indicates pre-issue check.

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 INVOICES DUE ON/BEFORE 11/3/2020**

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - SEPT 2020	222.47
<b>INVOICES TOTAL:</b>		<b>222.47</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	UTILITY TABLE	131.99
<b>INVOICES TOTAL:</b>		<b>131.99</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KENNETH BURRIS	STATE PLUMBING CLASS FEE	125.00
1 BRIAN GORALSKI	FALL SCHOOL TUITION	170.00
<b>INVOICES TOTAL:</b>		<b>295.00</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUSAN DUCHESNE	ICC/AACE CERTIFICATION RENEWAL	90.00
1 IL ASSOC OF CODE ENFORCEMENT	MEMBERSHIP DUES/S DUCHESNE	40.00
1 IL ASSOC OF CODE ENFORCEMENT	MEMBERSHIP DUES/K SMITH	40.00
1 IL ASSOC OF CODE ENFORCEMENT	MEMBERSHIP DUES/B SCHROER	40.00
1 INTERNATIONAL CODE COUNCIL INC	ANNUAL MEMBERSHIP DUES	145.00
<b>INVOICES TOTAL:</b>		<b>355.00</b>

**1700-POLICE**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	136.15
1 ILLINOIS DEPT OF AGRICULTURE	ANNUAL SCALE CERTIFICATIONS	800.00
1 JOHNSON CONTROLS SECURITY SOLUTIONS	SEMI-ANNUAL BILLING	268.34
1 VERIZON WIRELESS	WIRELESS SERVICES	456.12
<b>INVOICES TOTAL:</b>		<b>1,660.61</b>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	659.96
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	23.72
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	40.00
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	734.07
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	124.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	734.07
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95

\*\* Indicates pre-issue check.

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1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	198.44
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
<b>INVOICES TOTAL:</b>		<b>2,674.81</b>

**526100-AUTO BODY REPAIRS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EBY GRAPHICS INC	VEHICLE GRAPHICS	30.00
<b>INVOICES TOTAL:</b>		<b>30.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGE	122.79
1 WAREHOUSE DIRECT	INK CARTRIDGE	139.73
1 WAREHOUSE DIRECT	INK CARTRIDGES/SUPPLIES	156.33
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	221.28
<b>INVOICES TOTAL:</b>		<b>640.13</b>

**530110-UNIFORMS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	UNIFORM APPAREL	117.98
1 RAY O'HERRON CO INC	UNIFORM APPAREL	181.95
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	588.87
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	1,121.57
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	919.58
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	1,064.92
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	748.08
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	850.64
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	329.66
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	303.24
1 RAY O'HERRON CO INC	UNIFORM ACCESSORIES	40.93
1 STREICHER'S INC	KNIT HATS	54.97
<b>INVOICES TOTAL:</b>		<b>6,322.39</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - SEPT 2020	6,591.29
<b>INVOICES TOTAL:</b>		<b>6,591.29</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	USB FLASH DRIVES	49.45
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	271.56
1 WAREHOUSE DIRECT	RUBBER FINGER TIPS	2.25
1 WAREHOUSE DIRECT	STAMP	38.50
1 WAREHOUSE DIRECT	INK CARTRIDGES/SUPPLIES	51.00

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 412.76

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FITNESS EXPRESS INC	FITNESS EQUIPMENT REPAIRS	160.00
		<u>INVOICES TOTAL: 160.00</u>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALIBRE PRESS INC	CLASS REGISTRATION FEES	718.00
1 BRIAN CAMARATA	TRAINING EXPENSES	66.00
1 LAW ENFORCEMENT TRAINING LLC	SEMINAR FEES	100.00
1 ADAM SVOBODA	TRAINING EXPENSES	114.00
		<u>INVOICES TOTAL: 998.00</u>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE CHILDREN'S ADVOCACY CENTER	ANNUAL DUES	3,000.00
1 ILLINOIS FIRE & POLICE COMMISSIONERS	MEMBERSHIP RENEWAL	375.00
		<u>INVOICES TOTAL: 3,375.00</u>

**545200-POLICE/FIRE COMMISSION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRANS UNION LLC	BACKGROUND CHECK FEES	141.93
		<u>INVOICES TOTAL: 141.93</u>

**1800-STREET MAINTENANCE**

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERMEER-ILLINOIS INC	EQUIPMENT RENTAL	2,200.00
		<u>INVOICES TOTAL: 2,200.00</u>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	15.34
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,759.56
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	6,090.45
		<u>INVOICES TOTAL: 7,865.35</u>

**526000-SERVICE TO MAINTAIN VEHICLES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASTROBLAST INC	TAILGATE SPREADER MAINTENANCE	830.00
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	579.50
		<u>INVOICES TOTAL: 1,409.50</u>

\*\* Indicates pre-issue check.

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**527100-SERVICES TO MAINTAIN STREETS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	924.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	336.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	168.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	140.00
<b>INVOICES TOTAL:</b>		<b>1,568.00</b>

**527110-SVCS TO MAINTAIN TRAFFIC SIGS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY TREASURER	TRAFFIC SIGNAL MAINTENANCE	417.75
<b>INVOICES TOTAL:</b>		<b>417.75</b>

**527112-SERVICE TO MAINTAIN STR LIGHTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMUND & NELSON CO	CONTROL BOX REPLACEMENT	425.00
1 ELMUND & NELSON CO	STREET LIGHT RELOCATION	4,200.00
1 ELMUND & NELSON CO	STREET LIGHT WIRING REPAIRS	2,428.00
<b>INVOICES TOTAL:</b>		<b>7,053.00</b>

**527113-SERVICES TO MAINT. GROUNDS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	1,475.00
<b>INVOICES TOTAL:</b>		<b>1,475.00</b>

**527130-SIDEWALK & CURB REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,088.00
1 GARY HOLMES	PUBLIC SIDEWALK REPLACEMENT	288.00
1 ROBERT PETER	PUBLIC SIDEWALK REPLACEMENT	360.00
1 BILL PRICE	PUBLIC SIDEWALK REPLACEMENT	720.00
<b>INVOICES TOTAL:</b>		<b>3,456.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	185.71
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	411.51
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING FLAGS	94.50
1 WHOLESALE DIRECT INC	MATERIALS & SUPPLIES	161.14
<b>INVOICES TOTAL:</b>		<b>852.86</b>

**532010-FUEL PURCHASES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - SEPT 2020	3,959.35
<b>INVOICES TOTAL:</b>		<b>3,959.35</b>

\*\* Indicates pre-issue check.

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**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/CREAMER/PAPER TOWELS	22.75
	<b>INVOICES TOTAL:</b>	<b>22.75</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	51.26
1 GRAINGER	MAINTENANCE SUPPLIES	30.30
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	111.80
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	33.99
1 RANDALL PRESSURE SYSTEMS INC	MAINTENANCE SUPPLIES	492.00
1 STANDARD EQUIPMENT COMPANY	STREET SWEEPER PARTS	101.44
1 TERMINAL SUPPLY CO	MAINTENANCE SUPPLIES	84.49
	<b>INVOICES TOTAL:</b>	<b>905.28</b>

**534400-STREET MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	415.86
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,044.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,784.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,189.50
1 TRAFFIC CONTROL & PROTECTION INC	MAINTENANCE MATERIALS	459.00
	<b>INVOICES TOTAL:</b>	<b>5,892.36</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST GROUNDCOVERS	PLANT PURCHASE	20.65
1 MIDWEST GROUNDCOVERS	PLANT PURCHASE	21.25
	<b>INVOICES TOTAL:</b>	<b>41.90</b>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NITECH FIRE & SECURITY INDUSTRIES INC	BURGLAR ALARM MONITORING	36.00
1 UNIFIRST CORPORATION	MATS	21.21
	<b>INVOICES TOTAL:</b>	<b>57.21</b>

**534800-STORMWATER FACILITIES MAINT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MACARTHUR & ASSOCIATES INC	EXCAVATING/SEEDING & BLANKETS	12,097.00
1 WELCH BROS INC	GRAVEL PURCHASE	456.75
1 WELCH BROS INC	GRAVEL PURCHASE	258.75
1 WELCH BROS INC	GRAVEL PURCHASE	258.75
	<b>INVOICES TOTAL:</b>	<b>13,071.25</b>

\*\* Indicates pre-issue check.

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**2200-MFT EXPENDITURES**

**583082-STEARN'S RD COUNTY CRK CULVRT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	STEARN'S CULVERT PROJECT	400.00
<b>INVOICES TOTAL:</b>		<b>400.00</b>

**430000-DEVELOPER DEPOSITS FUND**

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIZAZ AHMAD	VBR BOND REFUND	500.00
1 ALBERTHA FORH	VBR BOND REFUND	1,000.00
1 RENEE' PACINI JIMENEZ	TOPO/SOD BOND REFUND	4,000.00
1 PIOTR KIWIOR	VBR BOND REFUND	1,000.00
<b>INVOICES TOTAL:</b>		<b>6,500.00</b>

**4800-BREWSTER CREEK TIF MUN ACC EXP**

**523400-LEGAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	2,784.00
<b>INVOICES TOTAL:</b>		<b>2,784.00</b>

**5000-WATER OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	NATIVE AREA MANAGEMENT	600.00
1 JULIE INC	QUARTERLY SERVICE FEE	846.41
<b>INVOICES TOTAL:</b>		<b>1,446.41</b>

**522500-EQUIPMENT RENTALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	363.76
<b>INVOICES TOTAL:</b>		<b>363.76</b>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	OCTOBER 2020 BILLING	737.89
<b>INVOICES TOTAL:</b>		<b>737.89</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	38.63

\*\* Indicates pre-issue check.

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INVOICES TOTAL: 38.63

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	924.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	336.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	168.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	140.00
1 WELCH BROS INC	GRAVEL PURCHASE	782.00
<u>INVOICES TOTAL:</u>		<u>2,350.00</u>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MATERIALS & SUPPLIES	417.56
1 CORE & MAIN LP	MATERIALS & SUPPLIES	206.44
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	77.24
<u>INVOICES TOTAL:</u>		<u>701.24</u>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - SEPT 2020	837.50
<u>INVOICES TOTAL:</u>		<u>837.50</u>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/CREAMER/PAPER TOWELS	22.76
<u>INVOICES TOTAL:</u>		<u>22.76</u>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	97.33
1 USA BLUE BOOK	MAINTENANCE SUPPLIES	390.93
<u>INVOICES TOTAL:</u>		<u>488.26</u>

**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NITECH FIRE & SECURITY INDUSTRIES INC	BURGLAR ALARM MONITORING	36.00
1 UNIFIRST CORPORATION	MATS	21.21
<u>INVOICES TOTAL:</u>		<u>57.21</u>

**534810-METER MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METER MATERIALS	75.00
<u>INVOICES TOTAL:</u>		<u>75.00</u>

**500000-WATER FUND**

\*\* Indicates pre-issue check.

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STACY ARNS	REFUND/WATER BILL OVERPAYMENT	10.65
1 ANDREW MICHAEL ASBURY	REFUND/WATER BILL OVERPAYMENT	113.80
	<b>INVOICES TOTAL:</b>	<b>124.45</b>

**5090-WATER CAPITAL PROJECTS EXP**

**581029-WATERMAIN REPLACEMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MARLENE GAZINSKI	LEAD SERVICE REPLACEMENT PROGRAM	3,025.00
	<b>INVOICES TOTAL:</b>	<b>3,025.00</b>

**581038-VILLAGE SYSTEM IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INDEPENDENT MECHANICAL INDUSTRIES INC	LAKE STREET PUMP STATION UPGRADES	76,102.51
	<b>INVOICES TOTAL:</b>	<b>76,102.51</b>

**5100-SEWER OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JULIE INC	QUARTERLY SERVICE FEE	846.41
	<b>INVOICES TOTAL:</b>	<b>846.41</b>

**522720-PRINTING SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	OCTOBER 2020 BILLING	737.89
	<b>INVOICES TOTAL:</b>	<b>737.89</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	207.12
1 NICOR GAS	GAS BILL	39.56
	<b>INVOICES TOTAL:</b>	<b>246.68</b>

**524210-SLUDGE REMOVAL**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	3,650.50
	<b>INVOICES TOTAL:</b>	<b>3,650.50</b>

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

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	462.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	168.00
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	84.00

\*\* Indicates pre-issue check.

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1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	70.00
1 NEENAH FOUNDRY COMPANY	FRAMES/SOLID LIDS	1,020.00
		<b>INVOICES TOTAL: 1,804.00</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	185.71
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	29.16
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	1,933.90
1 PETROCHOICE LLC	MATERIALS & SUPPLIES	51.75
		<b>INVOICES TOTAL: 2,200.52</b>

**530120-CHEMICAL SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CARUS LLC	CHEMICAL SUPPLIES	2,721.15
1 HAWKINS INC	CHEMICAL SUPPLIES	1,944.10
1 HAWKINS INC	CHEMICAL SUPPLIES	1,423.08
1 HAWKINS INC	CHEMICAL SUPPLIES	2,843.00
1 HAWKINS INC	CHEMICAL SUPPLIES	4,262.98
		<b>INVOICES TOTAL: 13,194.31</b>

**530150-SMALL TOOLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	17.47
		<b>INVOICES TOTAL: 17.47</b>

**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - SEPT 2020	1,719.24
		<b>INVOICES TOTAL: 1,719.24</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/CREAMER/PAPER TOWELS	22.76
1 WAREHOUSE DIRECT	NITRILE GLOVES	24.99
		<b>INVOICES TOTAL: 47.75</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BERRYMAN EQUIPMENT COMPANY	REBUILD OF LAMSON BLOWER	12,030.45
1 HAWKINS INC	TUBING/SUPPLIES	647.82
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	156.61
1 LAN ELECTRIC INC	PUMP REPAIRS	247.50
1 USA BLUE BOOK	MAINTENANCE SUPPLIES	302.47
1 VORTEX TECHNOLOGIES INC	EQUIPMENT CALIBRATION	3,610.00
		<b>INVOICES TOTAL: 16,994.85</b>

\*\* Indicates pre-issue check.

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**534600-BUILDING MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NITECH FIRE & SECURITY INDUSTRIES INC	BURGLAR ALARM MONITORING	36.00
1 UNIFIRST CORPORATION	MATS	21.21
<b>INVOICES TOTAL:</b>		<b>57.21</b>

**543101-DUES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ILLINOIS WATER ENVIRONMENT ASSOC	MEMBERSHIP RENEWAL	30.00
<b>INVOICES TOTAL:</b>		<b>30.00</b>

**5190-SEWER CAPITAL PROJECTS EXP**

**582025-SANITARY SEWER EVALUATION**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	MAINTENANCE SUPPLIES	374.46
<b>INVOICES TOTAL:</b>		<b>374.46</b>

**582026-LIFT STATIONS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAIN FOR RENT	EQUIPMENT RENTAL	16,618.80
<b>INVOICES TOTAL:</b>		<b>16,618.80</b>

**582027-WWTP FACILITY IMPROVEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STRAND ASSOCIATES INC	WWTP DESIGN IMPROVEMENTS	52,700.00
<b>INVOICES TOTAL:</b>		<b>52,700.00</b>

**5200-PARKING OPERATING EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	23.54
<b>INVOICES TOTAL:</b>		<b>23.54</b>

**550-GOLF FUND REVENUES**

**470010-CLUBHOUSE BANQUET SALES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ARACELI VILLANUEVA	DEPOSIT REFUND	260.00
<b>INVOICES TOTAL:</b>		<b>260.00</b>

**5500-GOLF PROGRAM EXPENSES**

**522400-SERVICE AGREEMENTS**

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

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1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	111.90
1 INDUSTRIAL DOOR COMPANY	PARTITION WALL INSPECTION	185.00
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	434.53
1 ROSCOE CO	MATS	177.61
	<b>INVOICES TOTAL:</b>	<b>909.04</b>

**524120-UTILITIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	1,752.91
	<b>INVOICES TOTAL:</b>	<b>1,752.91</b>

**530100-MATERIALS & SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 EDWARD DON & COMPANY	PAPER TOWELS	160.87
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	60.26
	<b>INVOICES TOTAL:</b>	<b>221.13</b>

**532000-AUTOMOTIVE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	561.92
	<b>INVOICES TOTAL:</b>	<b>561.92</b>

**532200-OFFICE SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMAZON CAPITAL SERVICES INC	TIME CARDS/WALL CLOCK	10.00
	<b>INVOICES TOTAL:</b>	<b>10.00</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 P & W GOLF SUPPLY LLC	MAINTENANCE SUPPLIES	239.99
	<b>INVOICES TOTAL:</b>	<b>239.99</b>

**534333-PURCHASES - GOLF CLUBS**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 TOUR EDGE GOLF MFG INC	GOLF CLUBS	145.50
1 TOUR EDGE GOLF MFG INC	GOLF CLUBS	330.50
	<b>INVOICES TOTAL:</b>	<b>476.00</b>

**5510-GOLF MAINTENANCE EXPENSES**

**524120-UTILITIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	584.32
	<b>INVOICES TOTAL:</b>	<b>584.32</b>

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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**532000-AUTOMOTIVE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	561.92
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	574.21
<b>INVOICES TOTAL:</b>		<b>1,136.13</b>

**534300-EQUIPMENT MAINTENANCE MATLS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMPERAGE ELECTRICAL SUPPLY INC	MAINTENANCE SUPPLIES	34.08
1 BURRIS EQUIPMENT CO	MAINTENANCE SUPPLIES	104.44
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	82.07
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	147.37
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	21.92
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	67.28
1 J W TURF INC	MAINTENANCE SUPPLIES	146.30
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	221.26
<b>INVOICES TOTAL:</b>		<b>824.72</b>

**534500-GROUNDS MAINTENANCE MATERIALS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	26.97
<b>INVOICES TOTAL:</b>		<b>26.97</b>

**5560-GOLF RESTAURANT EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	50.00
1 A MAESTRANZI SONS	KNIFE SERVICE	19.00
1 COMPLETE BAR SYSTEMS INC	CLEANED BEER LINES	50.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	105.41
<b>INVOICES TOTAL:</b>		<b>224.41</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	292.16
<b>INVOICES TOTAL:</b>		<b>292.16</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	PAPER TOWELS	32.97
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	74.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	200.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	156.46
<b>INVOICES TOTAL:</b>		<b>463.43</b>

\*\* Indicates pre-issue check.

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**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	TIME CARDS/WALL CLOCK	24.33
<b>INVOICES TOTAL:</b>		<b>24.33</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN BEVERAGE CO	BEER PURCHASE	188.92
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	158.00
1 GRECO AND SONS INC	FOOD PURCHASE	84.50
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	33.43
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	32.19
1 LAKESHORE BEVERAGE	BEER PURCHASE	67.21
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	171.19
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	200.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	366.92
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	181.39
1 TEC FOODS INC	COFFEE PURCHASE	70.35
<b>INVOICES TOTAL:</b>		<b>1,554.10</b>

**5570-GOLF BANQUET EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A & P GREASE TRAPPERS INC	GREASE TRAP MAINTENANCE	50.00
1 ALSCO	LINEN SERVICES	66.80
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	105.42
1 INDUSTRIAL DOOR COMPANY	PARTITION WALL INSPECTION	185.00
<b>INVOICES TOTAL:</b>		<b>407.22</b>

**523100-ADVERTISING**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	OKTOBERFEST ADVERTISING	60.00
1 THE KNOT WORLDWIDE INC	ADVERTISING	977.52
<b>INVOICES TOTAL:</b>		<b>1,037.52</b>

**524120-UTILITIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	292.16
<b>INVOICES TOTAL:</b>		<b>292.16</b>

**530100-MATERIALS & SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	PAPER TOWELS	32.97
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	30.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	434.17

\*\* Indicates pre-issue check.

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1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	389.05
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	70.39
<b>INVOICES TOTAL:</b>		<b>956.58</b>

**532200-OFFICE SUPPLIES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	TIME CARDS/WALL CLOCK	24.33
<b>INVOICES TOTAL:</b>		<b>24.33</b>

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	126.20
1 GRECO AND SONS INC	FOOD PURCHASE	237.55
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	319.89
1 GRECO AND SONS INC	FOOD PURCHASE	98.81
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	50.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	730.21
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	1,314.59
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	206.89
1 TEC FOODS INC	COFFEE PURCHASE	20.00
<b>INVOICES TOTAL:</b>		<b>3,104.14</b>

**5580-GOLF MIDWAY EXPENSES**

**534320-PURCHASES - FOOD & BEVERAGE**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN BEVERAGE CO	BEER PURCHASE	33.90
1 EUCLID BEVERAGE LLC	BEER PURCHASE	180.53
1 LAKESHORE BEVERAGE	BEER PURCHASE	69.61
1 LAKESHORE BEVERAGE	BEER PURCHASE	18.25
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	49.52
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	37.76
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	297.94
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	63.72
1 TEC FOODS INC	COFFEE PURCHASE	70.35
<b>INVOICES TOTAL:</b>		<b>821.58</b>

**6000-CENTRAL SERVICES EXPENSES**

**522400-SERVICE AGREEMENTS**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	384.50
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	255.00
<b>INVOICES TOTAL:</b>		<b>639.50</b>

**522720-PRINTING SERVICES**

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

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1 CREEKSIDE PRINTING	OCTOBER/NOVEMBER BARTLETTER	3,975.00
	<u>INVOICES TOTAL:</u>	<u>3,975.00</u>

**523001-PERSONNEL TESTING**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ALEXIAN BROTHERS CORPORATE	PERSONNEL TESTING	325.00
	<u>INVOICES TOTAL:</u>	<u>325.00</u>

**524100-BUILDING MAINTENANCE SERVICES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ALLEGIANT FIRE PROTECTION LLC	EQUIPMENT REPAIRS	1,686.00
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	228.16
1 STATE FIRE MARSHAL	BOILER INSPECTIONS	140.00
1 THYSSENKRUPP ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	425.00
1 UNIFIRST CORPORATION	MATS	87.19
	<u>INVOICES TOTAL:</u>	<u>2,566.35</u>

**524110-TELEPHONE**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CALL ONE	TELEPHONE BILL	554.44
1 COMCAST	TELEPHONE BILL	4,109.19
	<u>INVOICES TOTAL:</u>	<u>4,663.63</u>

**524120-UTILITIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	38.12
	<u>INVOICES TOTAL:</u>	<u>38.12</u>

**530100-MATERIALS & SUPPLIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 AMAZON CAPITAL SERVICES INC	WIRELESS HEADSET	229.99
1 WAREHOUSE DIRECT	OFFICE SUPPLIES/COFFEE CREAMER	43.50
1 WAREHOUSE DIRECT	PAPER TOWELS/KLEENEX	362.61
1 WAREHOUSE DIRECT	ROLL TOWELS	43.56
1 WAREHOUSE DIRECT	PAPER/PAPERCLIPS	422.16
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	73.83
	<u>INVOICES TOTAL:</u>	<u>1,175.65</u>

**546900-CONTINGENCIES**

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 TOWN & COUNTRY GARDENS	FLOWERS	221.99
	<u>INVOICES TOTAL:</u>	<u>221.99</u>

**7000-POLICE PENSION EXPENDITURES**

\*\* Indicates pre-issue check.

**VILLAGE OF BARTLETT  
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**529000-OTHER CONTRACTUAL SERVICES**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DINA G MANCILLAS DINA CSR, RPR, CRR, CLR	PENSION MEETING MINUTES	200.00
<b>INVOICES TOTAL:</b>		<b>200.00</b>

**541600-PROFESSIONAL DEVELOPMENT**

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MICHAEL POREMBA	PENSION TRAINING	85.00
<b>INVOICES TOTAL:</b>		<b>85.00</b>

**GRAND TOTAL: 363,164.17**

GENERAL FUND	125,750.59
MOTOR FUEL TAX FUND	400.00
DEVELOPER DEPOSITS FUND	6,500.00
BREWSTER CREEK TIF MUN ACCT	2,784.00
WATER FUND	86,370.62
SEWER FUND	111,240.09
PARKING FUND	23.54
GOLF FUND	16,205.09
CENTRAL SERVICES FUND	13,605.24
POLICE PENSION FUND	285.00
<b>GRAND TOTAL</b>	<b>363,164.17</b>

\*\* Indicates pre-issue check.



# Agenda Item Executive Summary

Item Name      Resolution seeking immediate relief from enhanced mitigation restrictions      Committee or Board      Board

## BUDGET IMPACT

Amount:	n/a	Budgeted	n/a
List what fund			

## EXECUTIVE SUMMARY

Under the Restore Illinois Plan, the Village of Bartlett is part of Region 8 which includes DuPage and Kane Counties. On October 23, 2020 a mitigation plan for Region 8 went into effect due to having three consecutive days of an average test positivity rate at or above 8% and;

Under the Restore Illinois Plan, the Village of Bartlett is also part of suburban Cook County which is in Region 10. This region transitioned to the same mitigation restrictions on October 28, 2020 due to an increase in the average positivity rate and hospital admissions for COVID-19 like illnesses.

COVID-19 cases are rising in Illinois, but the fact is that restaurants are not to blame. Restaurants are highly-regulated, frequently-inspected, and held to the highest health standards. Keeping people safe is what restaurants do every single day. Closing restaurants for indoor service will result in the exact opposite of the intended impact of slowing the spread, as it drives people further into uncontrolled, unmonitored private gatherings where few safety precautions are in place.

The Village of Bartlett joins the Illinois Restaurant Association in urging the Governor and General Assembly to take a pragmatic, tiered approach to mitigations. Unless the State of Illinois takes a more reasonable approach to mitigation, thousands of restaurants are at risk of permanent closure.

## ATTACHMENTS (PLEASE LIST)

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion : I move to approve Resolution 2020-\_\_\_-R A RESOLUTION SEEKING IMMEDIATE RELIEF FROM ENHANCED MITIGATION RESTRICTIONS.

Staff: Paula Schumacher Village Administrator

Date:

## RESOLUTION 2020-\_\_-R

### A RESOLUTION SEEKING IMMEDIATE RELIEF FROM ENHANCED MITIGATION RESTRICTIONS

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**WHEREAS**, The Restore Illinois five-phase regional plan to reopen the state's economy on a limited basis presented on May 5, 2020 continues to cause further emotional and financial distress for citizens of the State of Illinois and the Village of Bartlett; and

**WHEREAS**, under the Restore Illinois Plan, the Village of Bartlett is part of Region 8 which includes DuPage and Kane Counties. On October 23, 2020 a mitigation plan for Region 8 went into effect due to having three consecutive days of an average test positivity rate at or above 8% and;

**WHEREAS**, under the Restore Illinois Plan, the Village of Bartlett is also part of suburban Cook County which is in Region 10. This region transitioned to the same mitigation restrictions on October 28, 2020 due to an increase in the average positivity rate and hospital admissions for COVID -19 like illnesses; and

**WHEREAS**, the mitigations being imposed include no indoor seating for bars and restaurants. It is extremely difficult for these businesses to operate and keep employees relying upon carry out only service. With winter approaching the outlook is desperate for many and the prohibition for indoor dining again will force many to close their doors forever: and

**WHEREAS**, COVID-19 cases are rising in Illinois, but the fact is that restaurants are not to blame. Restaurants are highly-regulated, frequently-inspected, and held to the highest health standards. Keeping people safe is what restaurants do every single day. Closing restaurants for indoor service will result in the exact opposite of the intended impact of slowing the spread, as it drives people further into uncontrolled, unmonitored private gatherings where few safety precautions are in place; and

**WHEREAS**, individuals should be free to make their own decisions about going to a restaurant or opening their business.

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

**SECTION ONE:** The Village of Bartlett joins the Illinois Restaurant Association in urging the Governor and General Assembly to take a pragmatic, tiered approach to mitigations. Unless the state of Illinois takes a more reasonable approach to mitigation, thousands of restaurants are at risk of permanent closure.

**SECTION TWO:** We also urge the Governor and General Assembly to provide direct financial support to struggling restaurants. Prohibited and/or limited capacity combined with the additional costs of PPE and other safety precautions necessary to operate have been devastating.

**SECTION THREE:** The Village of Bartlett urges the Governor to work with the Legislature and Illinois Department of Commerce and Economic Opportunity and various regional working groups focused on economic restoration and recovery. Such action would balance sound public health practices with the need to resume strong, but safe levels of business and civic activity.

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** November 3, 2020

**APPROVED:** November 3, 2020

\_\_\_\_\_  
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 2020-\_\_-R, enacted on November 3, 2020, and approved on November 3, 2020, as the same appeared from the official records of the Village of Bartlett.

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



# Agenda Item Executive Summary

Item Name 630 Golfers Lane Committee or Board Board

## BUDGET IMPACT

Amount: N/A Budgeted N/A

List what fund N/A

## EXECUTIVE SUMMARY

The Petitioners are requesting a 5-foot variation from the 20-foot required rear yard for a three-season room addition in a PD (Planned Development) Zoning District. This represents a 25% reduction in the required rear yard and exceeds the maximum 20% variation. *(According to the Zoning Ordinance, a super majority vote by the Village Board (i.e. five trustees or the Village President and four trustees) is required to grant a variation that would permit a required yard to be reduced by more than 20%.)*

The residence is currently located 25.25 feet from the rear property line. The existing deck is located 15 feet from the rear property line. (Decks are allowed to encroach 10 feet into the rear yard.) The Petitioners are proposing to build a 14.5'x10.25' three-season room in the same location as the existing deck and construct a new deck north of the three season-room. The proposed three-season room addition and deck would be located 15 feet from the rear property line.

At the **September 3, 2020 Zoning Board of Appeals** meeting, the Petitioners submitted a written request to have the case continued to the next meeting. The Zoning Board of Appeals opened the public hearing, during which two (2) members of the public voiced their concerns regarding the variation request. The Zoning Board of Appeals **continued the public hearing** to their October 1, 2020 meeting.

At the **October 1, 2020 Zoning Board of Appeals** meeting, the Petitioners presented their case and submitted photos of other three-season rooms in the subdivision and a letter from a realtor indicating her opinion that the addition would improve property values within the neighborhood. The public hearing was reopened and several members of the public, including the neighbor to the south, voiced opposition to the request and presented photos from their deck while other property owners in the subdivision indicated they were in favor of the proposal. The Zoning Board of Appeals discussed the Petitioners' variation request and believed the views to the golf course would not be obstructed by this three-season room. They conducted the public hearing and recommended **approval**.

The **Committee of the Whole** reviewed the Petitioners' request at their meeting on October 20, 2020. The Committee forwarded the application on to the Village Board for a final vote.

## ATTACHMENTS (PLEASE LIST)

PDS Memo, Ordinance

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to Approve Ordinance #20-\_\_\_\_\_ An Ordinance Granting a Rear Yard Variation for 630 Golfers Lane
- Motion

Staff: Roberta Grill, Planning and Development Services Director Date: 10/22/2020

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**

**20-165**

DATE: October 22, 2020  
TO: Paula Schumacher, Village Administrator  
FROM: Roberta Grill, Planning & Development Services Director   
RE: **(#20-12) 630 Golfers Lane**

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**PETITIONER**

Dan & Lori Palmer

**SUBJECT SITE**

630 Golfers Ln.

**REQUEST**

Variation – 5-ft. reduction from the 20-ft. required rear yard

*According to the Zoning Ordinance, a super majority vote by the Village Board (i.e. five trustees or the Village President and four trustees) is required to grant a variation that would permit a required yard to be reduced by more than 20%.*

**ZONING BOARD OF APPEALS ACTION**

At the **September 3, 2020** Zoning Board of Appeals meeting, the Petitioners submitted a written request to have the case continued to the next meeting. The Zoning Board of Appeals opened the public hearing, during which two (2) members of the public voiced their concerns regarding the variation request. The Zoning Board of Appeals continued the public hearing to their October 1, 2020 meeting.

At the **October 1, 2020** Zoning Board of Appeals meeting, the Petitioners presented their case and submitted photos of other three-season rooms in the subdivision and a letter from a realtor indicating her opinion that the addition would improve property values. The public hearing was reopened and several members of the public, including the neighbor to the south, voiced opposition to the request and presented photos from their deck while other property owners in the subdivision indicated they were in favor of the proposal.

## ZONING HISTORY

The property was annexed into the Village in 1967 by Ordinance 1967-19 and zoned R-1 Single Family Residence upon annexation. The property was rezoned to RDP Residential Planned Development by Ordinance 1974-10.

The property is within the Bartlett on the Greens Subdivision which was approved by Ordinance 1987-42 *An Ordinance Rezoning the Villa Olivia Property and Granting Special Uses for the Planned Unit Development Thereof*. The Ordinance rezoned the property from the RPD Residential Planned Development Zoning District to PD Planned Development Zoning District. The rear yard setback for Bartlett on the Greens Subdivision is 30 feet; however, the rear yard setback is reduced to 20 feet if the lot abuts the golf course.

## DISCUSSION

1. The subject property is zoned PD (Planned Development).
2. The Petitioners are requesting a 5-foot variation from the 20-foot required rear yard for a three-season room addition. This represents a 25% reduction in the required rear yard and exceeds the maximum 20% variation.
3. The residence is currently located 25.25 feet from the rear property line and backs up to the Villa Olivia Golf Course. The existing deck is located 15 feet from the rear property line. (Decks are allowed to encroach 10 feet into the rear yard.) The Petitioners are proposing to build a 14.5'x10.25' three-season room in the same location as the existing deck and to construct a new deck north of the three season-room. The existing stairs which come out south of the deck will be removed with new stairs that wrap around the three-season room. The proposed three-season room addition and deck would be located 15 feet from the rear property line.
4. The house has a walkout basement, therefore the existing deck is located on the first floor rather than the ground level to provide direct access from the main living level.
5. If the variation is approved, the Petitioners could then apply for a building permit for the proposed three-season room and deck.

## RECOMMENDATION

1. The **Zoning Board of Appeals** reviewed the Petitioner's variation request, conducted the public hearing and recommended **approval** at their October 1, 2020 meeting based upon the following Findings of Fact:

- A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
  - B. That conditions upon which the petition for variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.
  - C. That the purpose of the variation is not based exclusively upon a desire to make money out of the property.
  - D. That the alleged difficulty or hardship is caused by the provision of this Title and has not been created by any person presently having an interest in the property.
  - E. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
  - F. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
  - G. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.
2. The **Committee of the Whole** reviewed the Petitioner's request at their meeting on October 20, 2020. The Committee forwarded the application on to the Village Board for a final vote.
  3. The Ordinance approving the variation request is attached for your review and consideration.

kms/attachments

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**ORDINANCE 2020 - \_\_\_\_\_**

**AN ORDINANCE GRANTING A REAR YARD VARIATION FOR  
630 GOLFERS LANE**

**WHEREAS**, a public hearing has heretofore been held by the Bartlett Zoning Board of Appeals (the "Zoning Board") on September 3, 2020 and October 1, 2020 pursuant to public notice as required by law, with respect to the petition (Case #20-12) of Daniel and Lori Palmer (the "Owners") for a five (5) foot variation from the required twenty (20) foot rear yard (the "Variation") to allow for the construction of a three-season room addition at 630 Golfers Lane in the PD, Planned Development, Zoning District;

**WHEREAS**, the Zoning Board of Appeals has recommended approval of the variation to the corporate authorities; and

**WHEREAS**, the corporate authorities have determined that it is in the public interest to grant the zoning relief requested;

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

**SECTION ONE:** The corporate authorities hereby make the following findings of fact:

- A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
- B. That conditions upon which the petition for a variation is based are unique to the property for which the variation are sought and are not applicable, generally, to other property within the same zoning classifications.
- C. That the purpose of the variation is not based exclusively upon a desire to make money out of the property.

- D. That the alleged difficulty or hardship is caused by the provision of the Zoning Ordinance and has not been created by any person presently having an interest in the property.
- E. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
- F. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
- G. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.

**SECTION TWO:** A five (5) foot variation from the required twenty (20) foot rear yard to allow for the construction of a three-season room addition, in the PD, Planned Development, Zoning District, is hereby granted for 630 Golfers Lane, Bartlett, Illinois, legally described as:

**LOT 16 IN BARTLETT ON THE GREENS PHASE 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER AND PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 8, 1988 AS DOCUMENT 88010837, IN COOK COUNTY, ILLINOIS.**

**PERMANENT INDEX NUMBER: 06-29-401-007**

(the "Property"), subject to the findings of fact in Section One and the condition set forth in Section Three of this Ordinance.

**SECTION THREE:** All structures to be built upon the Property shall be built in strict compliance with the Bartlett Building Code.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** this 3<sup>rd</sup> day of November 2020

**APPROVED:** this 3<sup>rd</sup> day of November 2020

\_\_\_\_\_  
**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 2020-\_\_\_\_\_, enacted on November 3, 2020 and approved on November 3, 2020 as the same appears in the official records of the Village of Bartlett.

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



# AGENDA ITEM EXECUTIVE SUMMARY

Item Name	1070 Dartmouth Drive - Variations	Committee or Board	Board
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### BUDGET IMPACT

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

### EXECUTIVE SUMMARY

The Petitioners are requesting to construct a 6-ft tall, solid fence in the corner side yard to replace the existing 3-ft tall wood fence in a SR-3 (Suburban Residence) Zoning District. The Zoning Ordinance allows 6-foot tall fences in the corner side yard provided the fence is setback at least 10 feet from the property line while fences up to 4-feet tall are permitted at the property line. *(The west property line of the subject property is located in the center of the 10-ft wide bike path that connects to Sycamore Trails Elementary School.)*

The Petitioners are also proposing to install two (2) 5.42-ft tall, ground-mounted solar panel arrays (19'6" x 10'4" and 14'7" x 10'4") in the required corner side yard. The Zoning Ordinance requires ground-mounted solar panels to be located within the rear yard. Both arrays would be located 10 feet from the corner side property line and more than 15 feet from the house.

At the **August 6, 2020 Zoning Board of Appeals** meeting, the Petitioner presented their variation requests. Members of the Zoning Board voiced concerns regarding the proposal to have the 6-foot tall fence located on the property line along Dartmouth Court and six (6) feet from the west property line (one (1) foot from the bike path). The Zoning Board of Appeals directed the Petitioner to meet with Staff and revise the location of the fence and **continued the public hearing** to the September 3, 2020 Zoning Board of Appeals meeting.

The public hearing was reopened at the **September 3, 2020 Zoning Board of Appeals** meeting. The Petitioners revised their plans to have the 6-foot tall fence located 2 feet from the sidewalk along Dartmouth Court and three (3) feet from the bike path. The Zoning Board of Appeals advised the Petitioner to further work with Staff and revise the plans to increase the setback of the fence from the sidewalk along Dartmouth Ct and **continued the public hearing** until the October 1, 2020 Zoning Board of Appeals meeting.

The public hearing was reopened at the **October 1, 2020 Zoning Board of Appeals** meeting. The Petitioners presented revised plans showing the 6-foot tall fence located five (5) feet from the sidewalk along Dartmouth Court and fourteen (14) feet from the bike path and also submitted photos of their property and letters of support from the surrounding property owners. The **Zoning Board of Appeals** reviewed the variation requests, conducted the public hearing and **recommended approval** of the revised variation requests (the solar panels in the corner side yard and the 6-foot tall fence located five (5) feet from the sidewalk along Dartmouth Court and fourteen (14) feet from the bike path).

The **Committee of the Whole** reviewed the Petitioners' requests at their meeting on October 20, 2020. The Committee forwarded the application on to the Village Board for a final vote.

### ATTACHMENTS (PLEASE LIST)

PDS Memo, Ordinance with Exhibit

### ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to Approve Ordinance #20-\_\_\_\_\_ An Ordinance Granting Variations for Fence Height and to Allow Solar Panels in the Corner Side Yard for 1070 Dartmouth Drive
- Motion

Staff: Roberta Grill, Planning and Development Services Director Date: 10/22/2020

**PLANNING AND DEVELOPMENT SERVICES MEMORANDUM**

**20-164**

DATE: October 22, 2020  
TO: Paula Schumacher, Village Administrator  
FROM: Roberta Grill, Planning & Development Services Director *RBG*  
RE: **(#20-09) 1070 Dartmouth Drive**

---

**PETITIONER**

Magdalena & Cezary Lesniewski

**SUBJECT SITE**

1070 Dartmouth Drive, part of Lot 164 in the Orchards of Bartlett Phase 2

**REQUESTS**

Variations –

- (a) To allow a 6-foot tall fence in the corner side yard
- (b) To allow ground-mounted solar panels in the corner side yard

**SURROUNDING LAND USES**

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
<b>Subject Site</b>	<b>Single Family (Duplex)</b>	<b>Suburban Residential</b>	<b>SR-3 PUD</b>
North	Single Family (Duplex)	Suburban Residential	SR-3 PUD
South	Single Family	Suburban Residential	SR-3 PUD
East	Single Family	Suburban Residential	SR-3 PUD
West	Utility/School	Utility/Institutional	P-1

**ZONING BOARD OF APPEALS ACTION**

At the **August 6, 2020 Zoning Board of Appeals** meeting, the Petitioner presented their variation requests. Members of the Zoning Board voiced concerns regarding the proposal to have the 6-foot tall fence located on the property line along Dartmouth Court and six (6) feet from the west property line (one (1) foot from the bike path). The Zoning Board of Appeals directed the Petitioner to meet with Staff and revise the

location of the fence and continued the public hearing to the September 3, 2020 Zoning Board of Appeals meeting.

The public hearing was reopened at the **September 3, 2020 Zoning Board of Appeals** meeting. The Petitioners revised their plans to have the 6-foot tall fence located 2 feet from the sidewalk along Dartmouth Court and three (3) feet from the bike path. The Zoning Board of Appeals advised the Petitioner to further work with Staff and revise the plans to increase the setback of the fence from the sidewalk along Dartmouth Ct and continued the public hearing until the October 1, 2020 Zoning Board of Appeals meeting.

The public hearing was reopened at the **October 1, 2020 Zoning Board of Appeals** meeting. The Petitioners presented revised plans showing the **6-foot tall fence located five (5) feet from the sidewalk along Dartmouth Court and fourteen (14) feet from the bike path** and also submitted photos of their property and letters of support from the surrounding property owners.

## DISCUSSION

1. The subject property is zoned SR-3 PUD (Suburban Residence Planned Unit Development). The duplex property is part of Lot 164 in the Orchards of Bartlett Phase 2.
2. The Petitioners are requesting to construct a 6-ft tall, solid vinyl fence in the corner side yard to replace the existing 3-ft tall wood fence. The Zoning Ordinance allows 6-foot tall fences in the corner side yard provided the fence is setback at least 10 feet from the property line while fences up to 4-feet tall are permitted at the property line.
3. Document #R94-189811 recorded a 15-foot wide bike path easement (7.5-ft wide on Lots 164 and 165) for the construction and maintenance of the 10-foot bike path to Sycamore Trails Elementary School.
4. The Petitioners are also proposing to install two 5.42-ft tall, ground-mounted solar panel arrays (19'6"x10'4" and 14'7"x 10'4") in the required corner side yard. The Zoning Ordinance requires ground-mounted solar panels to be located within the rear yard. Both arrays would be located 10 feet from the corner side property line and more than 15 feet from the house.
5. The proposed impervious surface ratio of this lot is 28% which meets the 45% maximum impervious surface for a duplex lot.
6. If the variations are approved, the Petitioners could then apply for building permits for the proposed fence and solar panels.

**RECOMMENDATION**

1. At the **October 1, 2020** meeting, the **Zoning Board of Appeals** reviewed the variation requests to allow solar panels in the corner side yard and a 6-foot tall fence located five (5) feet from the sidewalk along Dartmouth Court and fourteen (14) feet from the bike path, conducted the public hearing and recommended **approval** based on the following Findings of Fact:
  - A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
  - B. That conditions upon which the petition for variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning classifications.
  - C. That the purpose of the variation is not based exclusively upon a desire to make money out of the property.
  - D. That the alleged difficulty or hardship is caused by the provision of this Title and has not been created by any person presently having an interest in the property.
  - E. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
  - F. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
  - G. That the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.
2. The **Committee of the Whole** reviewed the Petitioner's request at their meeting on October 20, 2020. The Committee forwarded the application on to the Village Board for a final vote.

**CD Memo 20-164**

**October 22, 2020**

**Page 4**

3. The Ordinance approving the variation requests is attached for your review and consideration.

kms/attachments

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**ORDINANCE 2020 - \_\_\_\_\_**

**AN ORDINANCE GRANTING VARIATIONS FOR FENCE HEIGHT AND TO ALLOW SOLAR PANELS IN THE CORNER SIDE YARD FOR 1070 DARTMOUTH DRIVE**

**WHEREAS**, a public hearing has heretofore been held by the Bartlett Zoning Board of Appeals (the "Zoning Board") on August 6, 2020, September 3, 2020 and October 1, 2020 pursuant to public notice as required by law, with respect to the petition (Case #20-09) of Magdalena and Cezary Lesniewski (the "Owners") of the property commonly known as 1070 Dartmouth Drive for a variation to allow a six (6) foot fence where a 4-foot high fence is permitted in the corner side yard and a variation to allow ground mounted solar panels in the corner side yard (the "Variations") in the SR-3 PUD, Suburban Residence Planned Unit Development, Zoning District;

**WHEREAS**, the Zoning Board has recommended approval of the variations to the corporate authorities; and

**WHEREAS**, the corporate authorities have determined that it is in the public interest to grant the zoning relief requested;

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

**SECTION ONE:** The corporate authorities hereby make the following findings of fact:

- A. That the particular physical surroundings, shape or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.
- B. That conditions upon which the petition for a variation is based are unique to the property for which the variations are sought and are not applicable, generally, to other property within the same zoning classifications.

- C. That the purpose of the variations are not based exclusively upon a desire to make money out of the property.
- D. That the alleged difficulty or hardship is caused by the provision of the Zoning Ordinance and has not been created by any person presently having an interest in the property.
- E. That the granting of the variations will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhoods in which the property is located.
- F. That the proposed variations will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.
- G. That the granting of the variances requested will not confer on the applicant any special privilege that is denied by the provisions of this Title to other lands, structures or buildings in the same district.

**SECTION TWO:** A two (2) foot height variation to allow a six (6) foot high fence where a 4-foot high fence is permitted in the corner side yard and a variation to allow ground mounted solar panels in the corner side yard, in the SR-3 PUD, Suburban Residence Planned Unit Development Zoning District, are hereby granted for 1070 Dartmouth Drive, Bartlett, Illinois, legally described as:

**LOT 164, EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT, 125.00 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, ALONG THE NORTHWESTERLY LINE OF SAID LOT, 42.33 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 131.47 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT; THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LOT LINE, SAID LINE BEING AN ARC OF A CIRCLE CONVEX TO THE NORTHWEST, HAVING A RADIUS OF 114.00 FEET, AN ARC DISTANCE OF 38.60 FEET TO THE PLACE OF BEGINNING, IN THE ORCHARDS OF BARTLETT PHASE 2, BEING A SUBDIVISION OF PART OF THE NORTH ½ OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND RESUBDIVISION OF VARIOUS LOTS AND PARTS OF LOTS AND VARIOUS STREETS AND PARTS OF STREETS IN APPLE ORCHARD SUBDIVISION UNIT**

**4, AND UNITS 8 THRU 13, INCLUSIVE AND KENROYS' APPLE ORCHARD SUBDIVISION NUMBER 6 UNIT 7 (SAID SUBDIVISIONS BEING PART OF SECTION 10 AFORESAID) ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 10, 1991 AS DOCUMENT NUMBER R91-003294, IN DUPAGE COUNTY, ILLINOIS.**

**PERMANENT INDEX NUMBER: 01-10-211-072**

(the "Property"), subject to the findings of fact in Section One and the conditions set forth in Section Three of this Ordinance.

**SECTION THREE:** All structures to be built upon the Property shall be built in strict compliance with the Bartlett Building Code and in accordance with the Site Plan attached hereto as **Exhibit A**.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** this 3<sup>rd</sup> day of November 2020

**APPROVED:** this 3<sup>rd</sup> day of November 2020

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

**ATTEST:**

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

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

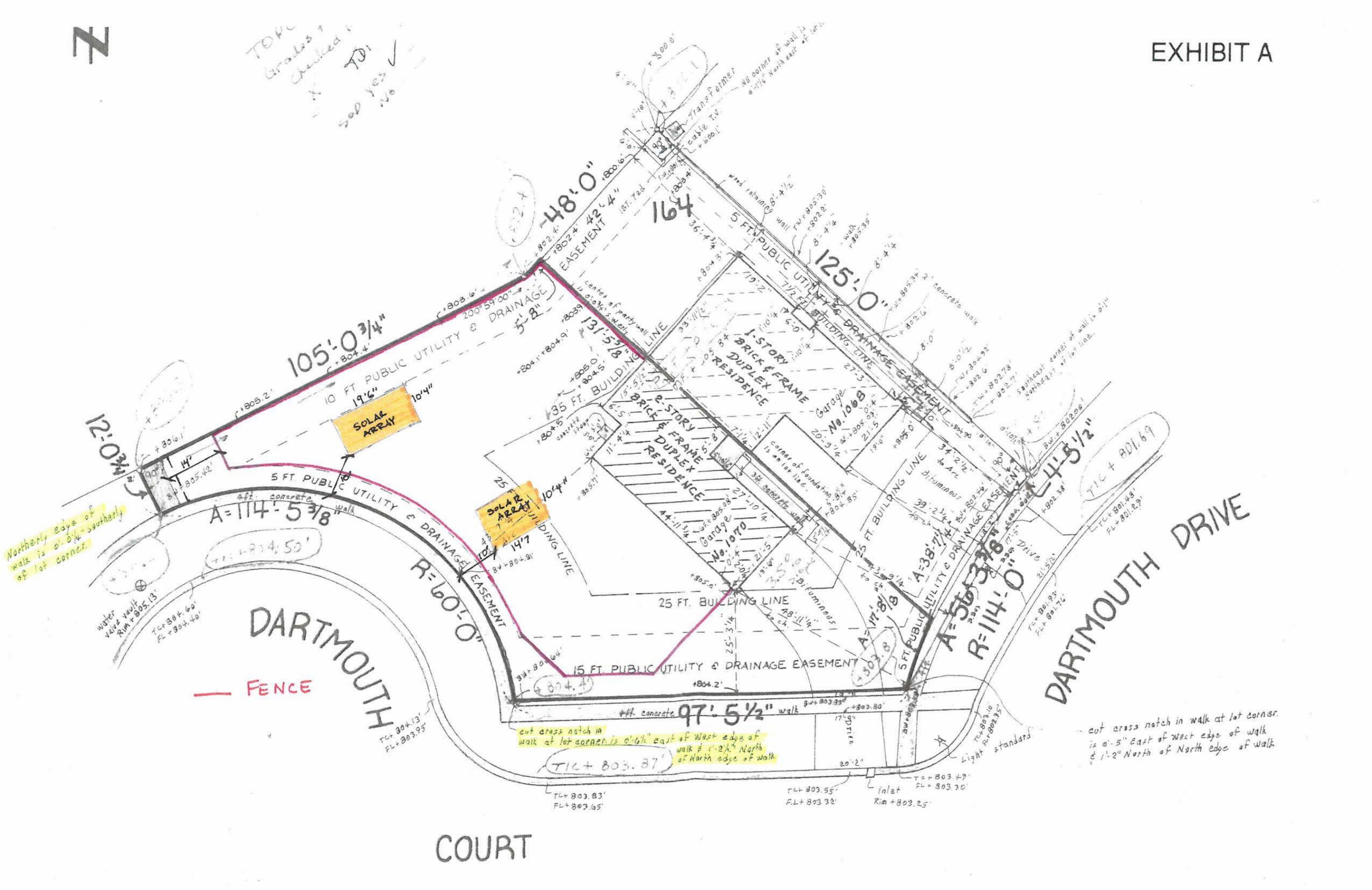
I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2020-\_\_\_\_\_, enacted on November 3, 2020 and approved on November 3, 2020 as the same appears in the official records of the Village of Bartlett.

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

N

TOP  
Grades +  
Checked +  
TD  
500 Yes ✓  
No

EXHIBIT A



Northern edge of walk is 0'-5/4" southerly of lot corner.

FENCE

cut across notch in walk at lot corner is 0'-6" east of west edge of walk & 1'-2 1/4" North of North edge of walk

cut across notch in walk at lot corner is 0'-5" East of west edge of walk & 1'-2" North of North edge of walk

COURT

DARTMOUTH DRIVE



# Agenda Item Executive Summary

Item Name    TOT Holdings I, LLC, (Jet Foods) Letter of Intent    Committee or Board    Board

## BUDGET IMPACT

Amount:	\$500,000	Budgeted	N/A
List what fund	To General Fund		

## EXECUTIVE SUMMARY

Attached is a Letter of Intent (LOI) from John Thomas, CEO and Principal of TOT Holdings I, LLC, on behalf of Jet Foods, to purchase 4.03 acres of vacant land owned by the village.

This is pursuant to the village's business attraction efforts for a second grocery store to serve the community. The offer is for \$500,000, or \$2.85 per square foot.

The Letter of Intent has been reviewed and revised by Village Attorney Mraz, and Mr. Thomas agreed to the revisions.

## ATTACHMENTS (PLEASE LIST)

Staff Memo, Resolution, Letter of Intent (LOI) from TOT Holdings I, LLC

## ACTION REQUESTED

- Resolution - I move to Approve Resolution 2020 - \_\_\_\_, A RESOLUTION APPROVING THE LETTER OF INTENT BETWEEN TOT HOLDINGS I, LLC AND THE VILLAGE OF BARTLETT
- Ordinance

Staff:            Tony Fradin, E.D. Coordinator

Date:            October 27, 2020

## ECONOMIC DEVELOPMENT MEMORANDUM

**DATE:** October 27, 2020  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Tony Fradin, Economic Development Coordinator *TF*  
**RE:** Jet Foods LOI

---

In our continued pursuit of a second grocery store for the village, staff has been pursuing Jet Foods, a new entry into the Chicago area market.

We have met with its principal and owner, John E. Thomas, whose initials comprise the store's name, and his executive team including CEO Christian Peterson.

As they exhausted other potential sites in our community, we proposed that they purchase and develop four acres of village-owned commercial frontage along Lake Street, at the southwest corner of Route 59 and Lake. The village currently has another pending Letter of Intent (LOI) with Gateway Development Partners for 6.68 acres due south of this site.

TOT HOLDINGS I, LLC, is the parent company of Jet Foods. It is their intention to construct a 45,000 SF grocery store and a 5,000 SF breakfast-oriented restaurant on the site. Should this LOI proceed to a contract, they will be required to specify uses, time frames, etc., and apply for all required zoning approvals.

This week, Mr. Thomas has agreed with Village Attorney Mraz's amendments to their earlier LOI, resulting in the attached letter and the accompanying Resolution.

### **MOTION:**

I move to approve Resolution 2020 - \_\_\_\_\_, a Resolution approving the letter of intent between TOT Holdings I, LLC and the Village of Bartlett

RESOLUTION 2020 - \_\_\_\_\_

**A RESOLUTION APPROVING THE LETTER OF INTENT BETWEEN  
TOT HOLDINGS I, LLC AND THE VILLAGE OF BARTLETT**

---

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

**SECTION ONE:** That the Letter of Intent between the Village of Bartlett and TOT Holdings I, LLC (the "LOI"), for 4.03 +/- acres located at the southwest corner of Route 20 and Route 59, Bartlett, Illinois, a copy of which is appended hereto and is expressly incorporated herein, is hereby approved.

**SECTION TWO:** That the Village President is authorized and directed to execute the LOI on behalf of the Village of Bartlett.

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

**SECTION 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 its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: November 3, 2020

APPROVED: November 3, 2020

---

Kevin Wallace, President

ATTEST:

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Lorna Giless, Village Clerk

## CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2020 - \_\_\_\_\_ enacted on November 3, 2020 and approved on November 3, 2020 as the same appears from the official records of the Village of Bartlett.

---

Lorna Giles, Village Clerk

TOT HOLDINGS I, LLC  
910 W. Van Buren, Suite 500  
Chicago, IL 60607  
312/781-7588

October 13, 2020

Mr. Tony Fradin Village  
of Bartlett 228 S. Main  
Street  
Bartlett, Illinois 60103

RE: Letter of Intent: 4.03 +/- acres at the SWC of Route 20 & Route 59, Bartlett, Illinois  
(the "Property").

Dear Mr. Fradin:

This letter outlines the basic terms and conditions under which the undersigned Buyer intends to enter into an agreement to purchase from the Village of Bartlett (the "Seller") the Property as described below:

- Property:** A 100% fee simple interest in the above referenced Property which consists of 4.03 +/- acres of vacant land depicted in blue on Exhibit B and designated thereon as "Retail/Commercial 4.03A".
- Seller:** Village of Bartlett
- Purchaser:** TOT Holdings I, LLC and/or its assigns.
- Agreements:** Seller and Buyer agree to negotiate in good faith and use their best efforts to enter into a Purchase Agreement ("Agreement") which will set forth the terms and conditions mutually agreeable to Seller and Buyer. The Agreement shall be contingent upon the passage of an ordinance approving of the same by a vote of not less than 3/4 of the Board of Trustees of the Village of Bartlett then holding office.
- Purchase Price:** The purchase price for the Property will be \$500,000.00 and shall include the Property Documents (hereinafter defined).
- Earnest Money:** Within 5 business days of execution of the Agreement, Purchaser shall deposit initial earnest money in the sum of \$25,000.00 with the title company to be held in a non-interest bearing account pursuant to a strict joint order escrow agreement (the "Earnest Money"). The Earnest Money deposit shall be fully refundable until the end of the Due Diligence Period described below, upon receipt of a sworn contractor's statement signed by the Buyer and final waivers of lien evidencing that all of the Buyer's consultants have been paid in full

(the "Payment Documents") and subject to Buyer's Insurance and Indemnification Obligations as defined below. The Earnest Money deposit shall apply and be credited toward the Purchase Price on the Closing Date.

**Access:**

Buyer and its agents shall have access to the Property during normal business hours throughout the term of the Due Diligence Period and until closing in order to perform physical inspections and studies.

**Inspection, Due Diligence Period and Seller Obligations**

Buyer shall have sixty (60) days commencing upon the mutual execution of the Agreement (the "Contract Date") to complete its due diligence (the "Due Diligence Period". Buyer shall have a right to extend the Due Diligence Period for an additional thirty (30) days (the "Extended Period"). From and after the Contract Date and prior to engaging or hiring any new consultant or third party to perform any professional services, inspections, tests, investigations, or studies and/or to prepare any plans in connection with the feasibility and/or development of the Property, other than Buyer's Initial Consultants (defined below), and/or directing any of Buyer's Initial Consultants to perform additional or further studies costing in the aggregate more than the initial \$25,000, the Buyer shall either (i) post a payment bond co-signed by a surety company authorized by the Illinois Department of Insurance to sign sureties, or (ii) cause a bank or financial institution meeting the minimum financial requirements for issuing a standby letter of credit (performance and payment) under the Bartlett Subdivision & PUD Ordinance (the "Subdivision Ordinance"), to issue a letter of credit, to guaranty the full payment of all of the civil engineers, traffic engineers, land planners, architects, surveyors, soils engineers/geotech consultants, and environmental consultants hired by or on behalf of the Buyer, its agents, and/or each of their respective subcontractors and sub-consultants (collectively, the "Buyer's Consultants"), to perform any inspections, tests, investigations, studies, and/or to prepare any plans and/or drawings during and after the Due Diligence Period and any extension thereof in connection with the Buyer's determination of the feasibility of and/or the proposed development of the Property (collectively, the "Feasibility Studies and Plans"). The amount of said payment bond or letter of credit shall be determined by the total of all the Buyer's Consultant's contracts and/or the Buyer's good faith estimates for all other consultants it will need to perform and prepare all of the Feasibility Studies and Plans (less the amount actually paid by the Buyer for the Initial Inspection Work (hereinafter defined) supported by partial waivers of lien from the Buyer's Initial Consultants listed on a new sworn statement signed by the Buyer listing the name, address, contract amount or estimated amount to be due Buyer's actual and projected Consultants from and after the Contract Date through the end of the Due Diligence Period and the Extension Period (the "Lien Security Amount"). Buyer shall indemnify Seller from and against liens from Buyer's Consultants which shall not be limited to the Lien Security Amount and shall cause each of Buyer's Consultants to procure

commercial general liability insurance of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate coverage prior to entering upon the Property and shall maintain said insurance through the closing (collectively, "Buyer's Insurance and Indemnification Obligations")

Seller will make available all relevant documents relating to the Property in its possession within five (5) business days from the execution of the Agreement. Such documents will include but are not limited to existing reports, surveys, engineering studies, details of any encumbrances, leases, improvement plans, service contracts, tax bills, reciprocal easement agreements, REA's and any other relevant materials in the Seller's possession if any (the "Property Documents").

In the event Buyer determines the Property to be unsuitable for its intended purposes within the Due Diligence Period, or the Extended Period if applicable, and so notifies Seller in writing, Buyer may declare the Agreement null and void and all Earnest Money shall be refunded, subject to submittal of the Proof of Payment Documents satisfactory to the Seller and the Buyer's Insurance and Indemnification Obligations which shall survive the termination of the Agreement.

**Closing:**

The Closing ("Closing") shall occur within sixty (60) days of the expiration of the Due Diligence Period, or the Extended Period if so extended. Buyer shall have a right to extend the Closing for an additional thirty (30) days. The Seller will provide all mutually agreed upon representations and warranties regarding the Property contained in the Agreement through the Closing. Seller's future performance of the same shall extend to the Buyer's assignee just as said assignee is receiving title directly from Seller. Any such assignment shall not, however, terminate the Buyer's Insurance and Indemnification Obligations.

**Costs:**

Seller shall pay for the following costs: State, County, and City transfer taxes, if any; any Seller's brokerage commissions; Seller's attorney fees; 1/2 of title closing costs; owner's title insurance including standard endorsements; and, a current ALTA survey. Purchaser shall pay its attorney fees; 1/2 of title closing costs; loan title insurance costs, Buyer's brokerage commissions and due diligence costs.

**Confidentiality:**

Each party will use good faith to keep the terms of this letter of intent confidential, except to the extent required to comply with the Illinois Open Meetings Act (5 ILCS 120/1, *et seq.*) and the Illinois Freedom of Information Act (5 ILCS 140/1, *et seq.*)

**Brokerage:**

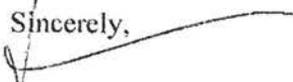
Seller represents to Buyer that they have engaged in the services of SVN and is responsible to pay any brokerage commission per a separate listing agreement. Buyer represents to the Seller that it has not engaged the services of a real estate broker. Seller and Buyer shall each

indemnify the other for any claims made by any other brokers claiming to have dealt with such party in connection with the transaction described herein.

This Letter of Intent is a preliminary offer only and will remain in effect for fourteen (14) days after which time this offer shall be considered withdrawn and of no further force or effect. Upon Seller's acceptance of this offer, Buyer will begin expending substantial amounts of time and money on physical inspections and studies of the Property prior to entering the Agreement, provided, however, that prior to engaging or hiring any consultant or third party to perform any professional services, inspections, tests, investigations, or studies and/or to prepare any plans in connection with the feasibility of the Buyer's intended use and/or development of the Property estimated not to exceed \$25,000 (the "Initial Inspection Work"), the Buyer shall have first submitted to the Seller a general contractor's sworn statement (the "Initial Sworn Statement") listing the name, address, contract amount or estimated amount that will be due to any civil engineer, traffic engineer, land planner, architect, surveyor, soils engineer, geotech consultant, environmental engineer, and any other consultant (the "Buyer's Initial Consultants"), the Buyer and any of its affiliates or agents intend to or engage to perform the Initial Inspection Work. Buyer shall indemnify, defend and hold harmless the Village from and against mechanics lien claims, or claims against the Village arising out of any actual or alleged failure to require a payment bond from the Buyer as may be required under the Construction Bond Act for any of the Initial Inspection Work, and/or liability arising out of the actual or alleged failure to pay all or any of the Buyer's Initial Consultants in full for all Initial Inspection Work performed, whether or not an Agreement is entered by the parties to this Letter of Intent ("Buyer's Initial Lien Indemnification Obligations"). Prior to the Buyer or any of the Buyer's Initial Consultants entering on the Property to perform any Initial Inspection Work, the Buyer shall cause each of the Buyer's Initial Consultants to procure and maintain commercial general liability insurance (CGL) of not less than \$1,000,000 per occurrence and not less than \$1,000,000 aggregate CGL coverage, and the Buyer shall indemnify, defend and hold the Village harmless from and against any and all claims suits or actions alleging personal injury and/or property damage while on the Property or arising out of any of the Buyer's Initial Consultants' negligent acts or omissions or willful misconduct ("Buyer's Initial Insurance and Indemnification Obligations"). Accordingly, Seller's acceptance of this offer evidences its agreement not to enter into negotiations with any other parties pertaining to the sale of the Property for a period of fourteen (14) business days from Seller's acceptance.

If in the Buyer's sole judgment and opinion the Property is not suitable for Buyer's intended use, Buyer may terminate this LOI and both parties shall be relieved from any obligations and liability hereunder, except for the Buyer's Initial Lien Indemnification Obligations, and Buyer's Initial Insurance and Indemnification Obligations which shall survive the termination of this LOI, and the termination of the Agreement for the sale and purchase of the Property, if subsequently entered by the parties. Buyer shall be entitled to a refund of its Earnest Money upon submittal of the Proof of Payment Documents satisfactory to the Seller in its reasonable discretion.

Sincerely,

  
John Thomas  
Chief Executive Officer

The foregoing Letter of Intent is acknowledged and agreed to by the undersigned on behalf of the Buyer on this 10 day of October, 2020

BUYER:

TOT HOLDINGS I, LLC

By:

John Thomas  
Chief Executive Officer

The foregoing Letter of Intent is acknowledged and agreed to by the undersigned on behalf of the Seller on this \_\_\_\_\_ day of October, 2020

SELLER:

VILLAGE OF BARTLETT

By:

Kevin Wallace  
Village President



## Agenda Item Executive Summary

Item Name: Cook CARES Act IGA Amendment No. 1 -Resolution 2020-110-R  
Committee or Board: Board

### BUDGET IMPACT

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

### EXECUTIVE SUMMARY

On November 2, 2020 the Village received the attached Amendment from Cook County and we are required to submit our application by November 13<sup>th</sup>, the Friday before our second Board Meeting in November.

Attached for your consideration is an Amendment to the Intergovernmental Agreement and Subrecipient Agreement for Coronavirus Relief Funds from Cook County. The Village previously submitted an application that was significantly more than our cap of \$144,006.86. This amendment allocates an additional \$12,000 to the Village, increasing our cap to \$156,006.86.

Items that qualify under this program include PPE, sanitation and disinfectant products, and technology software/equipment necessary to hold board meetings online. Additional expenses include payroll costs for employees dedicated to mitigating the spread of or responding to COVID-19.

### ATTACHMENTS (PLEASE LIST)

Staff memo dated November 3, 2020

Resolution

Amendment No. 1

### ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve Resolution 2020-\_\_\_\_\_ a Resolution approving Amendment No. 1 to the Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds Between the County of Cook and The Village of Bartlett

Staff: Samuel Hughes, Sr. Management Analyst

Date: 11/03/2020

# Memorandum

**To:** Paula Schumacher, Village Administrator  
**From:** Samuel Hughes, Senior Management Analyst  
**Date:** 11/03/2020  
**Re:** Cook Cares Act IGA Amendment No. 1

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Attached for your consideration is an Amendment to the Intergovernmental Agreement and Subrecipient Agreement for Coronavirus Relief Funds (CRF) from Cook County. Through their reimbursement program, Cook County is offering cities and villages in the county a disbursement based on their Equitable Distribution Model. Through their disbursement model, the Village of Bartlett's original distribution cap was \$144,006.86. In our first application we reached our cap and are awaiting approval from the County. However, Cook County set a deadline of October 30<sup>th</sup> for applications to be completed and the aggregate allocation total for CRF of \$51.4 million dollars was not fully claimed by all municipalities. Cook County has decided to take the unclaimed funding and increase the distribution cap for municipalities that met their cap. The Village is now eligible for an additional \$12,000 in funding through Cook County CRF, raising our cap to \$156,006.86. Our first submission was significantly higher than this amount, so we anticipate approval for the total distribution.

Items that qualify under this program include PPE, sanitation and disinfectant products, and technology software/equipment necessary to hold board meetings online. Additional expenses include payroll costs for employees dedicated to mitigating the spread of or responding to COVID-19.

## Motion

I move to approve Resolution 2020-\_\_\_\_\_ a Resolution approving Amendment No. 1 to the Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds Between the County of Cook and The Village of Bartlett

**RESOLUTION 2020-110-R**

**A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AND SUBRECIPIENT AGREEMENT FOR CORONAVIRUS RELIEF FUNDS BETWEEN THE COUNTY OF COOK AND THE VILLAGE OF BARTLETT**

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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:** That Amendment No. 1, dated as of November 3, 2020, to the Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds between the County of Cook and the Village of Bartlett ("Amendment No. 1"), a copy of which is appended hereto and is expressly incorporated herein, is hereby approved.

**SECTION TWO:** That the Village President is hereby authorized and directed to execute Amendment No. 1 on behalf of the Village of Bartlett.

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

**SECTION 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 its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: November 3, 2020

APPROVED: November 3, 2020

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Kevin Wallace, 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 Resolution 2020-110-R enacted on November 3, 2020 and approved on November 3, 2020 as the same appears from the official records of the Village of Bartlett.

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Lorna Giles, Village Clerk

Intergovernmental and Subrecipient Agreement  
for Coronavirus Relief Funds

**AMENDMENT NO. 1**

This Amendment modifies the Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds by and between the County of Cook, Illinois, a body politic and corporate of the State of Illinois, through the Office of the Chief Financial Officer and Bureau of Finance (herein called “Cook County”), and Village of Bartlett (herein called “Subrecipient”). Cook County and Subrecipient shall sometimes be referred to herein individually as the “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, Cook County has received Coronavirus Relief Funds (“CRF”) pursuant to the CARES Act, and in the spirit of intergovernmental cooperation has allocated \$51.4 Million in CRF to suburban municipalities and other units of local government in Cook County; and

WHEREAS, Cook County allocated CRF to suburban municipalities and other units of local government within the County based on Cook County’s allocation model and understanding of local government needs; and

WHEREAS, Cook County and Subrecipient entered into an Intergovernmental and Subrecipient Agreement for Coronavirus Relief Funds (“Agreement”) on 09/01/2020 for a CRF allocation; and

WHEREAS, in some cases, the aggregate intergovernmental allocation of \$51.4 million has not been fully claimed and as a result, Cook County desires to amend the Agreement to increase the CRF allocation provided to the Subrecipient; and

WHEREAS, Section IV. H of the Agreement provides that the Agreement “may be amended at any time only by a written instrument signed by both Parties.” Such amendments shall not invalidate the Agreement, nor relieve or release either Party from its obligations under the Agreement. “Cook County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.”

Now, therefore in consideration of mutual covenants contained herein, it is agreed by and between the Parties to amend the Agreement as follows:

1. The Subaward Information provided on Page 1 of the Agreement is amended to increase

the amount of Federal Funds allocated to the Subrecipient by \$12,000 for a total amount of \$156006.86 allocated to the Subrecipient.

2. All other terms and conditions remain as stated in the Agreement

In witness whereof, Cook County and Subrecipient have caused this Amendment No. 1 to be executed on date and year last written below.

Village of Bartlett

COOK COUNTY, ILLINOIS

Signed:

Signed:

\_\_\_\_\_

\_\_\_\_\_

Its Duly Authorized Agent

Its Duly Authorized Agent

Printed Name: Kevin Wallace

Printed Name: \_\_\_\_\_

Title: Village President

Title: \_\_\_\_\_

Date: 11-3-2020

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



# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Senior Management Analyst  
**Date:** 10/27/2020  
**Re:** Liquor License Creation Class A

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Attached for your consideration is an ordinance amending Section 3-3-2-1: Class A of the Bartlett Liquor Control Ordinance.

A new license in this class must be created before the license can be issued by the liquor commissioner.

## **Motion**

I move to approve Ordinance 2020-\_\_\_\_ an Ordinance Creating a Class A Liquor License.

**ORDINANCE 2020-\_\_\_\_\_**

**AN ORDINANCE CREATING A CLASS A LIQUOR LICENSE**

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

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

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

3-3-2-1: A     **NUMBER ISSUED: THE NUMBER OF CLASS A  
LICENSES SHALL BE LIMITED TO 18**

**SECTION THREE: SEVERABILITY**

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

**SECTION FOUR: REPEAL OF PRIOR ORDINANCES**

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

**SECTION FIVE: EFFECTIVE DATE**

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED: November 3, 2020**

**APPROVED: November 3, 2020**

---

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 2020-\_\_\_\_\_ enacted on November 3, 2020 and approved on November 3, 2020 as the same appears from the official records of the Village of Bartlett.

---

Lorna Giles, Village Clerk



# Agenda Item Executive Summary

Item Name Authorization to Purchase Five Police Vehicles Committee or Board Board

BUDGET IMPACT			
Amount:	\$173,865.00	Budgeted	\$200,000
List what fund	Vehicle Replacement Fund & Equitable Sharing Fund		
EXECUTIVE SUMMARY			
<p>The police department would like to purchase five (5), 2021 Ford Utility Police Interceptor vehicles. Three (3) police vehicles were budgeted in the Vehicle Replacement Fund to replace our fleet in the patrol division. Two (2) additional police vehicles were budgeted in the Equitable Sharing Fund to increase our patrol fleet to account for the three additional police officers hired during this fiscal year. The Suburban Purchasing Cooperative awarded Contract #152 to Currie Motors Fleet in Frankfort, Illinois for the 2021 Ford Utility Police Interceptor vehicle.</p>			
ATTACHMENTS (PLEASE LIST)			
<ul style="list-style-type: none"><li>• Police Department Memorandum</li><li>• Cost Summary</li><li>• SPC Contract #152</li></ul>			

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION:** I move to purchase five (5) 2021 Ford Utility Interceptor vehicles through the Suburban Purchasing Cooperative Contract #152 in the amount of \$173,865.00 from Currie Motors Fleet in Frankfort, Illinois.

Staff:

Date:

Geoffrey T. Pretkelis, Deputy Chief

10/19/20

**POLICE DEPARTMENT MEMORANDUM  
20-68**

**DATE:** October 19, 2020  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Geoffrey T. Pretkelis, Deputy Chief of Support Services   
**RE:** FY 20/21 – Purchase of Five (5), 2021 Ford Interceptor Utility Police Vehicles

The Suburban Purchasing Cooperative is a joint purchasing program sponsored by the Northwest Municipal Conference (NWMC), DuPage Mayors & Managers Conference (DMMC) South Suburban Mayors and Managers Association (SSMMA), and Will County Governmental League (WCGL). It represents 145 municipalities and townships in northeastern Illinois. The Suburban Purchasing Cooperative awarded Currie Motors Fleet in Frankfort, Illinois the contract for the 2021 Ford Utility Police Interceptor Police Vehicle. The 2021 Ford Utility Police Interceptor Police Vehicle comes standard with All-Wheel Drive and features a V-6 engine.

The FY 2020/2021 budget provides \$200,000 for the purchase of five (5) patrol vehicles. The total price for these vehicles, including delivery is \$173,865.00, which is \$26,135.00 under budget. Three (3) of these vehicles would be purchased as part of our normal vehicle rotation for the patrol division as budgeted in the Vehicle Replacement Fund. The other two (2) vehicles would be purchased with Equitable Sharing Funds to increase our fleet to account for the three (3) additional officers hired this year. The vehicles would be delivered in 12 to 18 months from the time the order is placed with Currie Motors Fleet.

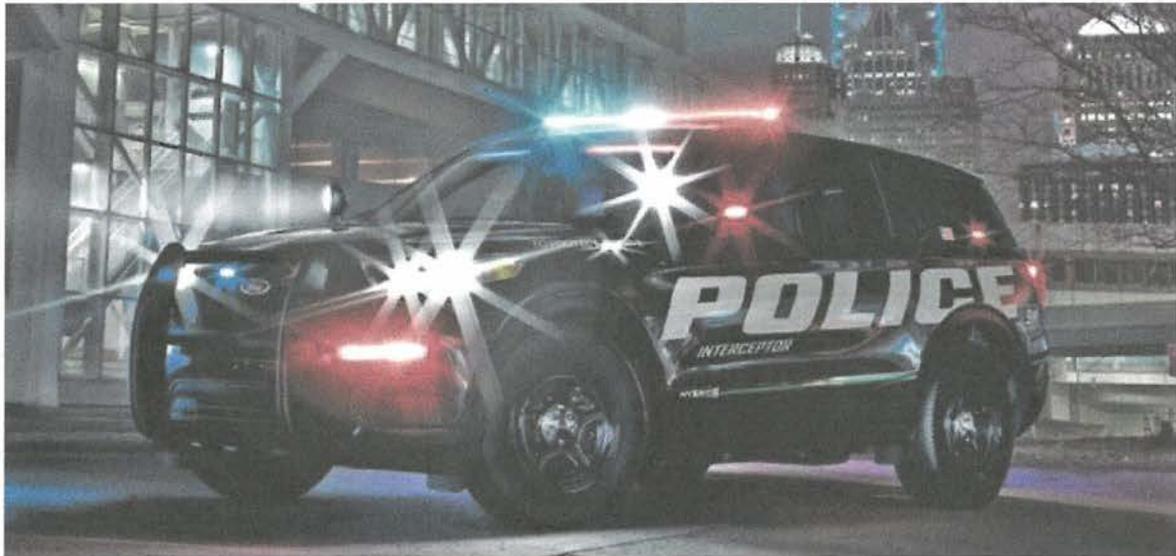
**MOTION: I move to purchase five (5) 2021 Ford Utility Interceptor vehicles through the Suburban Purchasing Cooperative Contract #152 in the amount of \$173,865.00 from Currie Motors Fleet in Frankfort, Illinois.**

**2021 Ford Interceptor Utility Police Package AWD - Patrol**

OPTIONS	PRICE
Base Price-3.3L V-6 TIVCT Gasoline Motor 99B	<b>\$32,094.00</b>
Spot Light - Driver Side 51R	<b>\$371.00</b>
Agate Black UM	N/C
Charcoal Black / Vinyl Rear	N/C
Global Lock/Unlock 18D	<b>\$24</b>
Pre-wiring grill lamp, siren, speaker 60A	<b>\$47.00</b>
Keyed Alike	<b>\$47.00</b>
Reverse Sensing 76R	<b>\$261.00</b>
BLIS Blind Spot Monitoring 55B	<b>\$512.00</b>
Dark Car Feature 43D	<b>\$24.00</b>
Delivery Over 50 Miles	<b>\$150.00</b>
Police Wire Harness Connector Kit Front/Rear 67V	<b>\$174.00</b>
Police Perimeter Alert	<b>\$641.00</b>
Rear Lighting Solution - 66C	<b>\$428.00</b>
<b>TOTAL FOR (1) PATROL UTILITY</b>	<b>\$34,773.00</b>
<b>TOTAL FOR (5) PATROL UTILITIES</b>	<b>\$173,865.00</b>



## **2021 Ford Utility Police Interceptor AWD Hybrid Contract #152**



**Currie Motors Commercial Center**  
Your Full Line Municipal Dealer

"Nice People to do Business With"

**HYBRID MOTOR STANDARD  
MARK OPTION 99B FOR GASOLINE MOTOR**

**ORDER CUT OFF APRIL 2021  
PRODUCTION BEGINS SEPTEMBER 2020**



## 2021 Ford Utility Police Interceptor AWD Hybrid

### Contract #152

### \$35,259

#### MECHANICAL

3.3L Police-Calibrated V6 Direct-Injection Hybrid Engine System  
 – Standard (Hybrid technology is optimal for performance and long days spent idling on the job)  
 ● AWD Drivetrain – Standard for enhanced handling precision and unsurpassed traction on wet or dry surfaces  
 Transmission – 10-speed automatic, police calibrated for maximum acceleration and faster closing speeds  
 Lithium-Ion Battery Pack  
 Brakes – Police calibrated high-performance regenerative braking system  
 ● 4-Wheel heavy-duty disc w/heavy-duty front and rear calipers  
 ● Brake Rotors – large mass for high thermal capacity and calipers with large swept area.  
 ● Electric Power-Assist Steering (EPAS) – Heavy-Duty DC/DC converter – 220-Amp (in lieu of alternator)  
 H7 AGM Battery (Standard; 800 CCA/80-amp)  
 ● Cooling System – Heavy-duty, large high volume radiator, Engine oil cooler and transmission oil cooler  
 ● Engine Idle Hour Meter  
 ● Engine Hour Meter  
 ● Powertrain mounts – Heavy-Duty  
 50-State Emissions System

#### INTERIOR/COMFORT

● Cargo Area – Spacious area for police equipment; Lithium-Ion Battery Pack does not intrude into the cargo area  
 ● Cargo Hooks  
 ● Climate Control – Dual-Zone Electronic Automatic Temperature Control (DEATC)  
 ● Door-Locks — Power — Rear-Door Handles and Locks Operable ● Fixed Pedals (Driver Dead Pedal)  
 ● Floor – Flooring – Heavy-Duty Thermoplastic Elastomer  
 ● Glove Box – Locking/non-illuminated  
 ● Grab Handles – (1 – Front-passenger side, 2-Rear)  
 ● Liftgate Release Switch located in overhead console (45 second timeout feature)  
 ● Lighting — Overhead Console — Red/White Task Lighting in  
 ● Overhead Console — 3rd row overhead map light  
 ● Mirror – Day/night Rear View  
 ● Particulate Air Filter  
 ● Powerpoints – (1) First Row  
 ● Rear-window Defrost  
 ● Scuff Plates – Front & Rear  
 ● Speed (Cruise) Control  
 ● Speedometer – Calibrated (includes digital readout)  
 ● Steering Wheel – Manual / Tilt, Urethane wheel finish w/Silver Painted Bezels with Speed Controls and 4-user configurable latching switches  
 ● Sun visors, color-keyed, non-illuminated

#### INTERIOR/COMFORT (CONTINUED)

● Seats — 1st Row Police Grade Cloth Trim, Dual Front Buckets with reduced bolsters — 1st Row – Driver 6-way Power track (fore/aft. Up/down, tilt with manual recline, 2-way manual lumbar) — 1st Row – Passenger 2-way manual track (fore/aft. with manual recline) — Built-in steel intrusion plates in both driver/passenger seatbacks — 2nd Row Vinyl, 35/30/35 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track  
 ● Universal Top Tray – Center of I/P for mounting aftermarket equipment  
 ● Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature

#### EXTERIOR

● Antenna, Roof-mounted Cladding – Lower bodyside cladding MIC ● Door Handles – Black (MIC)  
 ● Exhaust True Dual (down-turned)  
 ● Front-Door-Lock Cylinders (Front Driver / Passenger / Liftgate)  
 ● Glass – 2nd Row, Rear Quarter and Liftgate Privacy Glass  
 ● Grille – Black (MIC)  
 ● Headlamps – Automatic, LED Low-and-High-Beam Note: Includes Front Headlamp / Police Interceptor Housing (with LED wig-wag feature) — Pre-drilled hole for side marker police use, does not include LED strobe, but includes LED wig-wag functionality (eliminates need to drill housing assemblies and provides LED wig-wag feature) — Pre-molded side warning LED holes with standard sealed capability (does not include LED installed lights)  
 ● Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder ● Mirrors – Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Spotter (integrated blind spot mirrors not included when equipped with BLIS®)  
 ● Spare – Full size 18" Tire w/TPMS  
 ● Spoiler – Painted Black Tailgate Handle – (MIC)  
 ● Tail lamps – LED  
 ● Tires – 255/60R18 A/S BSW  
 ● Wheel-Lip Molding – Black (MIC)  
 ● Wheels – 18" x 8.0 painted black steel with wheel hub cover  
 ● Windshield – Acoustic Laminated  
**POLICE UPFIT FRIENDLY**  
 ● Consistent 11-inch space between driver and passenger seats for aftermarket consoles (9-inch center console mounting plate)  
 ● Console mounting plate  
 ● Dash pass-thru opening for aftermarket wiring  
 ● Headliner – Easy to service  
 ● Two (2) 50 amp battery ground circuits – power distribution junction block (repositioned behind 2nd row seat floorboard).

**SAFETY/SECURITY HIGHLIGHTS**

- 75-mph Rear-impact Crash Tested

**Note:** The full-size spare tire secured in the factory location is necessary to achieve police-rated 75-mph rear impact crash-test performance attributes

- AdvanceTrac® w/RSC® (Roll Stability Control™) police tuned

gyroscopic sensors work seamlessly with the ABS

- Rear Video Camera with Washer (standard)
- Airbags, dual-stage driver & front-passenger, side seat, passenger-side knee, Roll Curtain Airbags and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control Brakes – Police calibrated high-performance regenerative braking system
- Belt-Minder® (Front Driver / Passenger)
- Child-Safety Locks (capped)
- Individual Tire Pressure Monitoring System (TPMS)
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1st Row
- SOS Post-Crash Alert System™

**WARRANTY**

- 3 Year / 36,000 Miles Bumper / Bumper
- 8 Year / 100,000 Miles Hybrid Unique Components

**FUNCTIONAL**

- Audio — AM/FM / MP3 Capable / Clock / 4-speakers — Bluetooth® interface — 4.2" Color LCD Screen Center-Stack "Smart Display" Note: Standard radio does not include USB Port or Aux. Audio Input ● Jack; Aux. Audio Input Jack requires SYNC 3®

- Easy Fuel® Capless Fuel-Filler
- Ford Telematics™ – Includes Ford Modem and complimentary 2- year trial subscription
- Front door tether straps (driver/passenger)
- Power pigtail harness
- Recovery Hooks; two in front and trailer bar in rear
- Simple Fleet Key (w/o microchip, easy to replace; 4-keys)
- Two-way radio pre-wire
- Two (2) 50 amp battery ground circuits – power distribution junction block (behind 2nd row passenger seat floorboard)
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

**POWERTRAIN CARE EXTENDED SERVICE PLAN**

- 5-year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible) – Standard

<input checked="" type="checkbox"/> 99B	<b>3.3L V-6 TIVCT Gasoline Motor</b>	<b>-\$3,165</b>
<input type="checkbox"/> 99C	3.0 V-6 Eco-Boost Engine	\$743
<input type="checkbox"/> 41H	Engine Block Heater	\$85
<input type="checkbox"/> 19K	H8 AGM Battery (900 CCA/92 AMP)	\$103
<input checked="" type="checkbox"/> 43D	<b>Dark Car Feature—Courtesy Lights Inoperative</b>	<b>\$24</b>
<input type="checkbox"/> 942	Daytime Running Lights	\$42
<input type="checkbox"/> 17T	Dome Lamp Red/White Cargo Area	\$47
<input checked="" type="checkbox"/> 51R	<b>Spot Light Drivers Side LED Bulb—Unity</b>	<b>\$371</b>
<input type="checkbox"/> 51T	Spot Light Drivers Side LED Bulb—Whelen	\$394
<input type="checkbox"/> 51S	Spot Light Dual LED Bulbs—Unity	\$582
<input type="checkbox"/> 51V	Spot Light Dual LED Bulbs—Whelen	\$625
<input type="checkbox"/> 51P	Spot Lamp Prep Kit—Driver Side <b>(does not include housing &amp; bulb)</b>	\$132
<input type="checkbox"/> 51W	Spot Lamp Prep Kit—Dual Side <b>(does not include housing &amp; bulb)</b>	\$264
<input type="checkbox"/> 21L	Front Auxiliary Light Red/Blue	\$517
<input checked="" type="checkbox"/> 60A	<b>Prewiring Grille Lamp, Siren, Speaker</b>	<b>\$47</b>
<input type="checkbox"/> 63B	Side Marker LED—Red/Blue—requires option 60A	\$273
<input type="checkbox"/> 63L	Rear Quarter Glass Side Marker Lights—Red/Blue	\$541
<input type="checkbox"/> 87R	Rearview Camera—Includes Electrochromic Rearview Mirror <b>(replaces standard camera in center stack area)</b>	N/C
<input type="checkbox"/> 19V	Rear Camera-On-Demand	\$217
<input type="checkbox"/> 76P	Pre-Collision Assist w/ Pedestrian Detection <b>(N/A w/ 96W)</b>	\$136
<input checked="" type="checkbox"/> 68B	<b>Police Perimeter Alert</b>	<b>\$641</b>
<input type="checkbox"/> 68G	Rear Door Handles Inoperable/Locks Inoperable	\$71
<input type="checkbox"/> 52P	Hidden Door Lock Plunger w/ Rear Door Handles Inoperable	\$150
<input type="checkbox"/> 16C	1 <sup>st</sup> & 2 <sup>nd</sup> Row Carpet Floor Covering <b>(includes mats)</b>	\$118
<input checked="" type="checkbox"/> 18D	<b>Global Lock/Unlock (Disables Auto Lock on Rear Hatch)</b>	<b>\$24</b>
<input type="checkbox"/> 87P	Power Passenger Seat (8-Way) w/ manual recline/lumbar	\$306
<input type="checkbox"/> 85D	Front Console Plate Delete	N/C
<input type="checkbox"/> 85R	Rear Console Plate	\$42
<input type="checkbox"/> 90D	Ballistic Door Panels—Level III Driver Front Only	\$1,506
<input type="checkbox"/> 90E	Ballistic Door Panels—Level III Driver/Passenger Front	\$3,012
<input type="checkbox"/> 90F	Ballistic Door Panels—Level IV Driver Front Only	\$2,294
<input type="checkbox"/> 90G	Ballistic Door Panels—Level IV Driver/Passenger Front	\$4,588
<input type="checkbox"/> 96W	Front Interior Windshield Warning Lights N/A with 76P	\$1,087
<input type="checkbox"/> 96T	Rear Spoiler Traffic Light <b>(requires 60A)</b>	\$1,405
<input checked="" type="checkbox"/> 55B	<b>BLIS Blind Spot Monitoring (includes manual heated mirrors)</b>	<b>\$512</b>
<input type="checkbox"/> 52T	Class III Trailer Tow Light Wiring Package	\$76
<input type="checkbox"/> 549	Mirrors—Heated Side view	\$56

<input type="checkbox"/>	593	Perimeter Anti-Theft Alarm—(Requires Keyless 55F)	\$112
<input type="checkbox"/>	55F	Keyless Entry—4 Fobs	\$320
<input type="checkbox"/>	43A	Rear Auxiliary Lights	\$371
<input type="checkbox"/>	47E	12.1" Screen	\$2,580
<input type="checkbox"/>	61B	OBD-II Split Connector	\$52
<input type="checkbox"/>	68E	Noise Suppression Kit	\$183
<input type="checkbox"/>	76D	Deflector Plate	\$315

<input checked="" type="checkbox"/>	76R	Reverse Sensing	\$261
<input type="checkbox"/>		Keyed Alike Code <u>1435X</u> Please Specify Current Keyed Alike Code	\$47
<input type="checkbox"/>	65L	18" 5 Spoke Full Face Wheel Covers w/ Metal Clips	\$56
<input type="checkbox"/>	64E	18" Painted Aluminum Wheels	\$451
<input type="checkbox"/>	17A	Aux Air Conditioning	\$573
<input type="checkbox"/>	16D	Badge Delete	N/C
<input type="checkbox"/>	63V	Cargo Storage Vault—(lockable/ideal for contraband/small arms)	\$230
<input type="checkbox"/>	60R	Noise Suppression Bonds (Ground Straps)	\$94
<input type="checkbox"/>	18X	100 Watt Siren/Speaker (includes bracket & pigtail)	\$296
<input type="checkbox"/>	47A	Engine Idle Control	\$385
<input type="checkbox"/>		Rustproofing (Sound shield N/A)	\$395
<input type="checkbox"/>		4 Corner LED Strobes (aftermarket using 86T)	\$895
<input type="checkbox"/>		CD-ROM Service Manual	\$325
<input checked="" type="checkbox"/>		Delivery Greater than 50 Miles of Dealership	\$150
<input type="checkbox"/>		License & Title—Municipal _____ Municipal Police _____	\$203
<input type="checkbox"/>		License & Title—Passenger Plates	\$221
<input type="checkbox"/>		Dealership Handled License Plate Transfer	\$95
<input type="checkbox"/>		Manufacturer's Statement of Origin (MSO) / Customer completes their own license & title work for the municipality.	N/C

<input type="checkbox"/>		ESP Extended Warranty Extra Care 5 Year/100,000 Miles	\$1,940
<input type="checkbox"/>		ESP Extended Warranty Base Care 3 Year/100,000 Miles	\$1,710
<input type="checkbox"/>		ESP Extended Warranty Powertrain 6 Year/100,000 Miles	\$1,795
<input type="checkbox"/>		ESP Extended Warranty Base Care 6 Year/100,000 Miles	\$1,850

<input checked="" type="checkbox"/>	67V	<b>Police Wire Harness Connector Kit</b> —Front/Rear <b>Front</b> —2 male 4-pin connectors for siren, 5 female 4-pin connectors for lighting/siren/speaker, 4-pin IP connector for speakers, 4-pin IP connector for siren controller connectivity, 8-pin sealed connector, & 14-pin IP connector <b>Rear</b> — 2 male 4-pin connectors for siren, 5 female 4-pin connectors for lighting/siren/speaker, 4-pin IP connector for speakers, 4-pin IP connector for siren controller connectivity, 8-pin sealed connector, & 14-pin IP connector	\$174
<input type="checkbox"/>	66A	<b>Front Headlamp Lighting Solution</b> —Includes Base LED low beam/halogen high beam w/ wig-wag function, 2 white LED side warning lights, wiring, LED lights included, controller <b>not</b> included (N/A w/ 67H) Recommend using 67G or 67U	\$850
<input type="checkbox"/>	65U	<b>Police Interior Upgrade Package</b> —1 <sup>st</sup> & 2 <sup>nd</sup> row carpet floor covering, rear cloth seats, center floor console less shifter—include console. Deletes standard console mounting plate. SYNC 3 (Enhanced Voice Recognition Communications and Entertainment System), 4.2 Color LCD Screen Center Stack, Applink, & 911 Assist (N/A w/ 67G, 67H, 67U)	\$367

<input type="checkbox"/> 66C	<b>Rear Lighting Solution</b> —Includes two backlit flashing LED lights (mounted to inside lift gate glass), two lift gate flashing LED lights (N/A w/ 67H)	\$428
<input type="checkbox"/> 66B	<b>Tail Lamp Lighting Solution</b> —Recommend using Ultimate Wiring Package (67U). Includes LED lights plus (2) rear integrated hemispheric light head white LED side warning lights in tail lamps. LED lights only. Wiring and controller not included.	\$405
<input type="checkbox"/> 86T	<b>Tail lamp Housing Only</b> —Includes pre-existing holes with standard twist lock sealed capability, does <b>not</b> include LED lights (N/A w/ 66B, 67H)	\$58
<input type="checkbox"/> 67U	<b>Ultimate Wiring Package</b> —Includes rear console mounting plate (85R)—contours through 2 <sup>nd</sup> row, channel for wiring, pre-wiring for grille LED lights, siren & speaker, wiring harness I/P to rear (overlay), 2 light cables—supports up to 6 LED lights (engine compartment/grille), 2 50 amp battery & ground circuits in RH rear quarter, 1 10 amp siren/speaker circuit engine cargo area, rear hatch/cargo area wiring—supports up to 6 rear LED lights (N/A w/ 65U, 67G, 67H)	\$526
<input type="checkbox"/> 67H	<b>Ready for the Road—All-in Complete Package—Includes Police Interceptor Packages 66A, 66B, 66C plus—</b> <ul style="list-style-type: none"> <li>• Whelen Cencom Light Controller</li> <li>• Whelen Concom Relay Center/Siren Amp w/ Traffic Advisor</li> <li>• Light Controller/Relay Cencom Wiring</li> <li>• Grille LED Lights</li> <li>• 100 Watt Siren/Speaker</li> <li>• 9 I/O Digital Serial Cable (console to cargo)</li> <li>• Hidden Door Lock Plunger &amp; Read Door Handles Inoperable</li> <li>• Rear Console Mounting Plate</li> </ul> <b>(N/A w/ 66A, 66B, 66C, 67G, 67U, 65U)</b>	\$3,415

<input type="checkbox"/> BU	Medium Brown Metallic	N/C
<input type="checkbox"/> E3	Arizona Beige Metallic Clear coat	N/C
<input type="checkbox"/> E4	Vermillion Red	N/C
<input type="checkbox"/> FT	Blue Metallic	N/C
<input type="checkbox"/> HG	Smokestone Metallic	N/C
<input type="checkbox"/> J1	Kodiak Brown Metallic	N/C
<input type="checkbox"/> JL	Dark Toreador Red Metallic	N/C
<input type="checkbox"/> JS	Iconic Silver Metallic	N/C
<input type="checkbox"/> M7	Carbonized Gray	N/C
<input type="checkbox"/> LK	Dark Blue	N/C
<input type="checkbox"/> LM	Royal Blue	N/C
<input type="checkbox"/> LN	Light Blue Metallic	N/C
<input type="checkbox"/> TN	Silver Grey Metallic	N/C
<input type="checkbox"/> UJ	Sterling Grey Metallic	N/C
<input type="checkbox"/> UM	Agate Black	N/C
<input type="checkbox"/> YG	Medium Titanium Metallic	N/C
<input type="checkbox"/> YZ	Oxford White	N/C

<input type="checkbox"/>	Charcoal Black w/ Vinyl Rear	N/C
<input type="checkbox"/>	Charcoal Black w/ Cloth Rear	\$58



Please complete the following in its entirety.

**Title Information:**

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**Contact Name:**

---

**Phone Number:**

---

**Purchase Order Number:**

---

**Ford FIN Code:**

---

**Tax Exempt Number:**

---

**Total Number of Units:**

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**Total Dollar Amount:**

---

**Delivery Address:**

---



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**Orders require an original signed purchase order & tax exempt letter.  
Scheduled Orders Cannot be canceled**

Currie Motors Commercial Center  
10125 W. Laraway Road  
Frankfort, IL 60423  
(815) 464-9200  
Kristen De La Riva [fleetcurrie@gmail.com](mailto:fleetcurrie@gmail.com)  
Tom Sullivan [curriefleet@gmail.com](mailto:curriefleet@gmail.com)



# Agenda Item Executive Summary

Item Name: Trail Road  
Acceptance of Public Improvements for the Galleria of Bartlett, 30W100 Army Trail Road  
Committee or Board: Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

Attached is an ordinance to accept the public improvements for the Galleria of Bartlett at 30W100 Army Trail Road. The developer, 59<sup>th</sup> & Army Trail, LLC has submitted all required final documents to the Village. A set of Record Drawings has been received and is on file.

Because the water main has been operational and functioning successfully for more than 12 months, Village staff recommends waiving the maintenance period.

## ATTACHMENTS (PLEASE LIST)

Memo, PW Letter, Ordinance, Bill of Sale

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION: I MOVE TO APPROVE ORDINANCE \_\_\_\_\_ ACCEPTING THE PUBLIC IMPROVEMENTS FOR THE GALLERIA OF BARTLETT AT 30W100 ARMY TRAIL ROAD**

Staff: Bob Allen, Village Engineer

Date: November 3, 2020

# MEMORANDUM

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To: Paula Schumacher, Village Administrator

From: Bob Allen, Village Engineer *BA*

Subject: Acceptance of Public Improvements for the Galleria of Bartlett,  
30W100 Army Trail Road

Date: November 3, 2020

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Attached is an ordinance to accept the public improvements for the Galleria of Bartlett at 30W100 Army Trail Road. The developer, 59<sup>th</sup> & Army Trail, LLC has submitted all required final documents to the Village. A set of Record Drawings has been received and is on file.

Because the water main has been operational and functioning successfully for more than 12 months, Village staff recommends waiving the maintenance period.

Please place this ordinance on the next available agenda.

**MOTION: I MOVE TO APPROVE ORDINANCE \_\_\_\_\_ ACCEPTING THE PUBLIC IMPROVEMENTS FOR THE GALLERIA OF BARTLETT AT 30W100 ARMY TRAIL ROAD**

November 3, 2020

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

Attn: Dan Dinges, Director of Public Works

**RE: VILLAGE ACCEPTANCE OF PUBLIC IMPROVEMENTS  
GALLERIA OF BARTLETT,  
30W100 ARMY TRAIL ROAD**

Please be advised that the public improvements have been completed for the Galleria of Bartlett at 30W100 Army Trail Road.

All punch list work, for items covered by the Site Plan Completion Letter of Credit, have been successfully completed. The Public Works Department has conducted final reviews and inspections of the utilities and other public improvements. As a result, it has been determined that the public improvements have been constructed in substantial conformance with the approved Final Engineering Plans and Specifications for the Galleria of Bartlett.

The developer, 59<sup>th</sup> & Army Trail, LLC, has submitted all required final documents to the Village. A set of reproducible Record Drawings, showing the completed public improvements has been received. The public improvements consist of an extension of the Village's water main system. Because this water main has been operational and functioning successfully for more than 12 months, Village staff recommends waiving the maintenance period.

I recommend that the Village Board adopt an Ordinance accepting the public improvements at the Galleria of Bartlett, 30W100 Army Trail Road.

Sincerely,



Robert Allen, P.E.  
Village Engineer

Attachment

cc: Lorna Giless, Village Clerk  
Beth Uργο, Public Works  
Brian Goralski, Building Director  
Todd Dowden, Director of Finance  
Bryan Mraz, Village Attorney  
Roberta Grill, Director of PDS  
Ron DeRosa, 59<sup>th</sup> & Army Trail  
Alec DeRosa, 59<sup>th</sup> & Army Trail

**ORDINANCE 2020-**

**AN ORDINANCE ACCEPTING THE PUBLIC IMPROVEMENTS FOR  
THE GALLERIA OF BARTLETT AT 30W100 ARMY TRAIL ROAD**

**WHEREAS**, the Village Engineer has reported to the corporate authorities that the water distribution system, (“the Public Improvements”) for the site known as the Galleria of Bartlett (“the Development”) were completed substantially in accordance with the plans and specifications therefore and the requirements of the Village Subdivision Ordinance on October 1, 2019 (“the Completion Date”) and that 59<sup>th</sup> & Army Trail, LLC, the developer of the site, (“the Developer”) has presented evidence that all of the Public Improvements have been fully paid for; and

**WHEREAS**, the Developer has submitted all required documents and drawings to the Village of Bartlett; and

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

**SECTION ONE:** That the Village of Bartlett hereby accepts the Public Improvements for the Galleria of Bartlett.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**PASSED**

**APPROVED**

**ATTEST:**

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

\_\_\_\_\_  
**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 2020-\_\_\_\_\_ enacted on November 3, 2020 and approved on November 3, 2020, as the same appears from the official records of the Village of Bartlett.

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

**BILL OF SALE**

**FOR THE WATER MAIN INSTALLED  
AT THE**

GALLERIA OF BARTLETT INDUSTRIAL SITE  
LOT NO. 58, FAR HILL SUBDIVISION  
ADDRESS 1048-1084 ARMY TRAIL RD

In consideration of the payment of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby expressly acknowledged, 59<sup>TH</sup> + ARMY TRAIL, LLC (the Seller) do hereby sell, assign, transfer and set over unto the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, the following described property:

**The water distribution system, including, but not limited to, water mains and services, valves, valve vaults, fire hydrants, and all structures appurtenant thereto;**

("the Property") being the Public Improvements for the GALLERIA OF BARTLETT Industrial Site developed by the Seller in the Village of Bartlett.

The Seller hereby represents and warrants to the Village of Bartlett that the Seller is the absolute owner of the Property; that the Property is free and clear of all liens, charges and encumbrances, including, without limitation, mechanic's liens, mortgages, and chattel mortgage security instruments; and that the Seller has full right, power and authority to transfer title to the Property to the Village of Bartlett, and to execute and deliver this Bill of Sale.

IN WITNESS WHEREOF the Seller has signed and sealed, or caused this Bill of Sale to be signed and sealed, at BARTLETT, Illinois on OCTOBER 2, 2020

Signed: *Ron Derosa*  
President

Attest: *Alec Derosa*  
Secretary

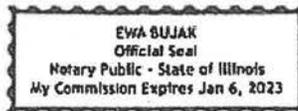
STATE OF ILLINOIS )  
                                  )     SS:  
COUNTY OF DuPage )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RON DEROSA and ALEC DEROSA, personally known to me to be the President and Secretary, respectively of SSK: ARMY TRAIL, ("the Corporation"), and personally known to me to be the same persons whose names are subscribed to the foregoing Bill of Sale, appeared before this day in person and severally acknowledged that they signed the foregoing Bill of Sale as such President and Secretary of the Corporation and caused the seal of the Corporation to be affixed thereto, as their free and voluntary act, and as the free and voluntary act of the Corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2<sup>nd</sup> day of October, 2020.

*Ewa Sujak*  
Notary Public

My Commission Expires: 1.6.23



N:\Mo-13\WP\MC-13 - Bill of Sale Form 10-03-08.wpd



# Agenda Item Executive Summary

Item Name      Approval of Self-Guarantee to the Illinois  
Emergency Management Agency, Division of      Committee  
Nuclear Safety      or Board      Board

## BUDGET IMPACT

Amount:      \$180,590 (Restricted Reserve Account)      Budgeted      N/A

List what fund      Water Fund

## EXECUTIVE SUMMARY

In 2006 The Village of Bartlett entered into a contract with WRT Environmental LLC and R.M.D. Operations LLC for the removal of radium in wells 4 & 7. Included in the agreement and required by the Illinois Emergency Management Agency (IEMA) is a radium removal contingency reserve. This reserve is for assurance of the proper disposal of radium that is removed from the water. IEMA requires the reserve to ensure the protection of the health and safety in the event of abandonment, default or other inability of RMD to properly remove all of the radium from the two well sites. IEMA revised their reserve amount from \$120,000 to \$180,590. This self-guarantee revises our reserve to the new required amount.

Although the Village is now receiving Lake Michigan water, we plan to maintain wells 4 & 7 as emergency backup for the time being therefore must follow the IEMA requirements.

## ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Self-Guarantee, IEMA & WRT Letters

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve Resolution 2020-\_\_\_\_\_, a Resolution Authorizing the Execution of the Village of Bartlett Self Guarantee to the Illinois Emergency Management Agency.

Staff:      Dan Dinges, Director of Public Works      Date:      10/22/20

# Memo

DATE: October 22, 2020

TO: Paula Schumacher  
Village Administrator

FROM: Dan Dinges, PE  
Director of Public Works

SUBJECT: Approval of Self-Guarantee to the Illinois Emergency Management Agency,  
Division of Nuclear Safety

In 2006 The Village of Bartlett entered into a contract with WRT Environmental LLC and R.M.D. Operations LLC for the removal of radium in wells 4 & 7. Included in the agreement and required by the Illinois Emergency Management Agency (IEMA) is a radium removal contingency reserve. This reserve is for assurance of the proper disposal of radium that is removed from the water. IEMA requires the reserve to ensure the protection of the health and safety in the event of abandonment, default or other inability of RMD to properly remove all of the radium from the two well sites.

IEMA revised their reserve amount from \$120,000 to \$180,590. This self-guarantee revises our reserve to the new required amount.

Although the Village is now receiving Lake Michigan water, we plan to maintain wells 4 & 7 as emergency backup for the time being therefore must follow the IEMA requirements.

**MOTION:** I move to approve Resolution 2020-\_\_\_\_\_, a Resolution Authorizing the Execution of the Village of Bartlett Self Guarantee to the Illinois Emergency Management Agency.

**RESOLUTION 2020 - \_\_\_\_\_**

**A RESOLUTION APPROVING THE SELF GUARANTEE TO THE ILLINOIS  
EMERGENCY MANAGEMENT AGENCY, DIVISION OF NUCLEAR SAFETY.**

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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:** The Self Guarantee dated November 3, 2020 for the Illinois Emergency Management Agency, Division of Nuclear Safety in the amount of \$180,590, is hereby reserved for the Illinois Emergency Management Agency in accordance with 32 Ill. Adm. Code 326.90.

**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:** November 3, 2020

**APPROVED:** November 3, 2020

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

**ATTEST:**

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

**CERTIFICATION**

I, Lorna Giles, 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 2020 - \_\_\_\_\_ enacted on November 3, 2020 and approved on November 3, 2020 as the same appears from the official records of the Village of Bartlett.

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

## SELF-GUARANTEE

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This Self Guarantee is made this 3rd day of November 2020, by the Village of Bartlett (the "Village") to the Illinois Emergency Management Agency, Division of Nuclear Safety (the Agency"). For purpose of this Self-Guarantee, the "Village" means the Village of Bartlett and the "Licensee" means R.M.D.Operations LLC ("RMD") or its successors or assigns. This Self-Guarantee is being given with regard to R.M.D.Operations LLC License Number IL-02251-01.

### RECITALS:

1. The Village has the full authority and capacity to enter into this guarantee under the authority of and cited in Resolution 2006-29-R adopted by the Village.
2. This guarantee is being issued to comply with regulations issued by the Agency, pursuant to the Radiation Protection Act of 1990. The Agency has promulgated regulations in 32 Ill. Adm. Code 326 that require that general or specific licensees provide assurance that funds will be available when needed for reclamation activities. While the Village is not a licensee, it is appropriate to permit the Village to provide this guarantee in lieu of the Licensee.
3. The guarantee is issued to provide financial assurance for reclamation activities associated with the removal of radium from the Village's public water supply as required by 32 Ill. Adm. Code 326. The reclamation costs are estimated to be \$180,590.00.
4. The Village has a bond rating of Aa1 given by Moody's Investor Service, is fiscally sound and agrees to comply with all notification requirements as specified in 32 Ill. Adm. Code 326. The Village shall notify the Agency within 90 days of any decrease in the bond rating. If the Agency deems it necessary, the Village shall provide alternate financial assurance within 120 days of such notice by the Agency.
5. Reclamation activities as used below refer to the activities required by 32 Ill. Adm. Code 330 for reclamation of facility(ies) identified above.
6. The Village guarantees to the Agency that in the event of a refusal by the Licensee to perform, or when otherwise required by the Agency, it will:
  - a. Carry out the required reclamation activities as required by 32 Ill. Adm. Code 330; or
  - b. Upon written notification from the Agency, pay the reclamation cost amount guaranteed for the facility(ies) to the Agency as directed by the Director.

7. The Village shall submit audited financial statements to the Agency annually within 180 days after the close of its fiscal year.
8. The Village, ass well as its successors and assigns, agrees to remain bound, jointly and severally, under this guarantee notwithstanding and all of the following: Amendment or modification of the license or Agency-approved reclamation funding plan for that facility, the extension or reduction of the time of performance of required activities, or any other modification or alteration of an obligation of the license pursuant to 32 Ill. Adm. Code 326.
9. All bound parties shall be jointly and severally liable for all litigation costs incurred by the Agency in any successful effort to enforce this guarantee.
10. The Village shall remain bound under this guarantee for as long as the Licensee must comply with the applicable financial assurance requirements of 32 Ill. Adm. Code 326 for the previously listed facility(ies).

This Self-Guarantee is issued this 3<sup>rd</sup> day of November, 2020, at Bartlett, Illinois.

VILLAGE OF BARTLETT

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

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



October 13, 2020

Mr. Blake Grenlie  
228 S. Main Street  
Bartlett, IL 60103

[bgrenlie@vbartlett.org](mailto:bgrenlie@vbartlett.org)

Re: Adjustments to the Financial Assurance Amount for WRT's Radioactive Material License

Dear: Mr. Grenlie

As explained further below, I am writing to confirm your receipt of the Illinois Emergency Management Agency (IEMA) letter regarding the Financial Assurance Arrangement for Bartlett. An evaluation, as required by Illinois regulatory requirements, was conducted on the decommissioning cost estimate (DCE) related to the WRT Radium Removal Systems operating in Bartlett, IL. This resulted in an increase in the financial assurance amount required to be provided by the City of Bartlett, to IEMA, for the operation of these treatment systems.

The WRT multi-site Radioactive Material License is issued by IEMA. The license and IL requirements specify that the DCE be reviewed and the estimated decommissioning costs be deposited or appropriated for purposes of Financial Assurance (FA). The FA is a contingency that is put in place in the event that WRT is unable to carry out its contractual obligations to decommission and decontaminate a treatment system upon the termination of the water treatment agreement.

IEMA allows government entities, such as the City of Bartlett, the client community water system (CWS), to provide the financial assurance amount on behalf of WRT and the license. In most cases WRT's Illinois government clients have chosen to provide this financial assurance as a non-dispersed, line-item set-aside in its utility budget or trust fund.

The re-calculation of the DCE for the Bartlett, IL CWS treatment systems resulted in a value of \$180,590.00. IEMA provided a letter which approved this new amount, following its review of the DCE (see Attachment 1). This increase in the DCE and financial assurance amount is attributed to the following:

1. The normally-expected inflation or increase in costs over the term of the license – labor, fuel, equipment rentals, and outside services (e.g., transportation of the spent media).
2. Actual known costs (vs. theoretical) for services, supplies, labor, media packaging, equipment, and other consumables needed to perform the final media exchange and treatment equipment decontamination.
3. Contingency costs increase as all other costs increase.

FROM SOURCE TO SOLUTION®



Water Remediation Technology LLC

901 W. 116<sup>th</sup> Avenue, Suite 400, Westminster, Colorado 80234 · tel 303.424.5355

email: [info@wrtnet.com](mailto:info@wrtnet.com) · web: [www.wrtnet.com](http://www.wrtnet.com)



The City of Bartlett worked directly with IEMA to put the original financial assurance arrangement in place, so WRT does not have a complete record of that detail. The IEMA contact information regarding the FA is provided in the attached letter. All correspondence related to this FA should reference WRT's Radioactive Materials License # IL-02251-01.

Updating the financial assurance should be a straightforward process, where the City can set aside an additional amount of money up to the amount specified in the revised DCE. WRT understands that the City of Bartlett provided a municipal resolution to establish the original FA amount as a budget line-item set-aside. IEMA will accept a new municipal resolution revised with the new financial assurance amount (\$180,590.00).

This has been an ongoing process since last year and has been delayed several times because of limited resources at IEMA and precautions imposed for the COVID-19 response. Now that we have been notified by IEMA that the financial assurance instrument needs to be updated, I'd like to get the issue resolved as soon as possible. In IEMA's letter, they state that an original copy of the instrument must be provided to them by October 31, 2020.

We want to work with you to get this change in place as soon as practicable. Please do what is possible with your City schedule to revise the FA. If you are delayed at providing the revised FA to IEMA in the time they desire, please notify them and me at your earliest convenience. When you do provide the revised FA to IEMA, please provide a copy to me for our records. WRT is very sensitive to the fact that this increase in the financial assurance is an additional burden to the city's budget, even though monies are not sent to the State.

If you have any questions that I can answer, I can be reached by email at [jvoorhies@wrtnet.com](mailto:jvoorhies@wrtnet.com) or by phone at (303) 424-5355 x164.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J. Voorhies", is written over a light blue horizontal line.

James Voorhies  
Corporate Radiation Safety Officer & Program Manager

cc: Rick Zahnow  
Ron Dollar

Encl: IEMA letter, dated September 2, 2020, approving financial assurance adjustment

FROM SOURCE TO SOLUTION®





File: IL-BAR 1.15



**ILLINOIS EMERGENCY MANAGEMENT AGENCY**

**JB Pritzker**  
Governor

September 2, 2020

**Alicia Tate-Nadeau**  
Director

Radioactive Material License  
IL-02251-01

James Voorhies, MS  
Corporate Radiation Safety Officer  
Water Remediation Technology, LLC  
901 West 116<sup>th</sup> Avenue, Suite 400  
Westminster, CO 80234

Subject: Financial Assurance Arrangement – Bartlett

Dear Mr. Voorhies:

The Reclamation Plan and Cost Estimate submitted in letters dated June 3, 2019 and March 12, 2020, are approved as proposed. The cost estimate of \$180,590.00 includes a contingency factor of 25% applied to the sum of all estimated decommissioning costs. A signed original of the financial assurance instrument must be provided to the Illinois Emergency Management Agency (Agency) by **October 31, 2020** in order to continuously cover the cost estimate for decommissioning. The cost estimate should be reviewed annually by the licensee and when requested by the Agency in accordance with 32 Ill. Adm. Code 326.90.

Correspondence to the Agency regarding your Financial Assurance should reference the above license number. You may contact me at (217) 785-9947 if you have any questions. Please visit the nuclear safety section of the Agency's website at [www.illinois.gov/iema](http://www.illinois.gov/iema) for the latest information concerning the Agency's radiation safety programs. The Agency supports the U.S. NRC in its emphasis of the critical importance of an active and positive safety culture. Please visit our website for this and other important information such as new and proposed requirements, guidance, events and other items of interest.

Sincerely,

Mary E. Burkhart, Supervisor  
Radioactive Materials Licensing

MEB:wnc

cc: Blake Grenlie  
228 S. Main Street  
Bartlett, IL 60103

COPY





# Agenda Item Executive Summary

Item Name      Class A Liquor License Request- D'licious Crepes and Roti      Committee or Board      Board

## BUDGET IMPACT

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

## EXECUTIVE SUMMARY

Attached for your consideration is a Liquor License application submitted by D'licious Inc. doing business as D'licious Crepes and Roti, 124 Bartlett Plaza. The Class A allows for the retail sale of beer, wine and alcoholic liquor for consumption on their premises, Sunday through Thursday from 8:00 a.m. until 1:00 a.m. and 8:00 a.m. until 2:00 a.m. Friday and Saturday.

## ATTACHMENTS (PLEASE LIST)

Staff Memo Dated 10/27/2020  
Class A Liquor License Application  
Proof of Insurance  
Surety Bond

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve the Class A Liquor License application submitted by D'licious Inc.

Staff:              Samuel Hughes  
                         Sr. Management Analyst

Date:              10/27/2020

# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Sr. Management Analyst  
**Date:** October 27, 2020  
**Re:** Class A Liquor License Request- D'licious Crepes and Roti

---

Attached for your consideration is a Liquor License application submitted by D'licious Inc., doing business as D'licious Crepes and Roti, 124 Bartlett Plaza.

D'licious Crepes and Roti currently holds a Class B liquor license which limits alcohol sales to beer and wine only.

The owners are requesting a Class A License. The Class A allows for retail sale of beer, wine and liquor for use and consumption on the premises from 8:00 a.m. to 1:00 a.m. Sunday through Thursday and 8:00 a.m. to 2:00 a.m. Friday and Saturday.

The appropriate Surety Bond and Certificate of Insurance have been submitted by the applicant. They have been reviewed and approved by the Village Attorney.

## Motion

I move to approve the Class A Liquor License application submitted by D'licious Inc.

Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103  
630-837-0800



**LIQUOR LICENSE APPLICATION**

*Changing to class A*

Date: 8/17/20

Class of License: \_\_\_\_\_

License Fee: \_\_\_\_\_

1. Business Name: D<sup>l</sup>icious crêpes and rōti
2. Business Address: 124 Bartlett Plaza, Bartlett, IL 60103
3. Telephone Number: 808-364-9708
4. Contact Name: Rakesh Chopra
5. Email Address: sunnychopragroup1@gmail.com
6. Registered Corporate Name: D<sup>l</sup>icious Inc.
7. Date of Incorporation: 6/11/2018 State of Incorporation: Illinois
8. Retailer Occupational/Sales Tax Number: [REDACTED]
9. State principal kind of business: Restaurant
10. Description of premises or portion thereof sought to be licensed:  
Serving Indian and French food with beer & wine
11. Does applicant seek a License to sell Liquor on the premises as a restaurant: \_\_\_\_\_

If so, are premises:

Maintained and held out to the public as a place where meals are actually and regularly served: yes

Provided with adequate and sanitary kitchen and dining room equipment and capacity with sufficient employees to prepare, cook and serve suitable food: yes

What is the seating capacity of the restaurant: 70

12. Will the applicant be applying for a video gaming license for the purpose of conducting video gaming at the proposed licensed premises: NO

If yes, each license application for an initial license at a premises shall be accompanied by a set of floor and site plans prepared under the seal of an architect or engineer licensed to practice in the state. The plans shall show the dimensions of the premises, its location on and the dimensions of its site; the property lines and their relationship to the building and all parking areas located on the property; and the design and layout for determination of occupancy, including, but not limited to, exiting, seating, dining rooms, bars, game and waiting areas, proposed video gaming areas, and position of equipment and fixtures therein whether or not an application for a video gaming license has or will be submitted. The plans shall show on the face thereof a written computation of proposed occupancy limits, parking requirements and areas which will be reasonably necessary for loading and unloading. The layout of a licensed premises may not be substantially changed without submission of a new set of plans and approval by the local liquor control commissioner. The requirements of this subsection shall not apply to any applicant seeking a class C, C Extended, G, H, J, K, L or M license.

13. Does applicant own premises for which this license is sought: NO

Attach evidence that applicant is the owner of record of the premises to be licensed pursuant to this application.

14. Has applicant a lease on such premise covering the full period for which license is sought: yes

If so, give:

Name and Address of Lessor:

Manny - MMAJ, LLC

P.O. Box 315, Itasca, IL. 60143

Period covered by lease:

From: 11/1/2019 To: 10/31/2024

**Attach copy of signed lease**

15. Specify the value of goods, wares, and merchandise now on hand: \_\_\_\_\_

16. Do you hold any other current business license issued by the Village of Bartlett: yes

If so,

Type of license: Restaurant

Address of license: 124 Bartlett Plaza, Bartlett, IL  
60103

17. Has any manufacturer, distributor or importing distributor directly or indirectly paid or agreed to pay for this license, advanced money or anything else of value, or any credit (other than merchandising credit in the ordinary course of business for a period not to exceed 30 days) or is such person directly or indirectly interested in the ownership, conduct or operation of the place of business? NO

18. Is the applicant engaged in the manufacture of alcoholic liquors? NO

If so, at what location: \_\_\_\_\_

19. Is the applicant conducting the business of an importing distributor or distributor of alcoholic liquors? NO

If so, at what location: \_\_\_\_\_

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

If so, give,

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

Date of the offense: \_\_\_\_\_

Nature of the Offense: \_\_\_\_\_

Disposition of said conviction: \_\_\_\_\_

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

If so, give,

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

Date of the offense: \_\_\_\_\_

Disposition of said conviction: \_\_\_\_\_



**2. Limited Liability Company ( LLC)**

a. List name and address of all managers:

Name	Address
N/A	

b. List name and address of all members:

Name	Address

c. List name of each member and the percentage of membership interest of each member:

Name	Percentage of membership interest
	_____ %
	_____ %
	_____ %
	_____ %

d. Attach a copy of the Articles of Organization for the LLC.

e. Attach a Certificate of Good Standing for the LLC issued by the Secretary of State of the state in which organized.

**3. Partnership**

List the name and address of each general partner and the percentage owned by each general partner:

Name	Address	Percent Owned
N/A		

a. List the name and address of each limited partner and the percentage interest of each Limited partner:

Name	Address	Percent Owned

b. If any of the general partners is a corporation or a limited liability company, provide the information requested in Section 1 or 2 for that entity.

c. Provide proof of filing a certificate to transact business under an assumed name for the Partnership with the County Clerk of the country in which the business is or will be located and in which the partnership conducts or intends to conduct business as required under the Assumed Business Name Act (805 ILCS 405/0.01).

**4. Sole Proprietorship**

a. List name and address of the Sole Proprietor:

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

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

b. Provide proof of filing a certificate to transact business with County Clerk of the county In which such individual's business is or will be located and in which he or she conducts Or intends to conduct business as required under the Assumed Business Name Act (805 ILCS 405/0.01).

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

If so, give,

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

Date of the offense: \_\_\_\_\_

Nature of offense: \_\_\_\_\_

Disposition of said conviction: \_\_\_\_\_

24. Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders, owning in the aggregate more than five (5%) percent of the stock of such corporation, ever permitted an appearance bond forfeiture of any of the violations mentioned questions 21, 22 and 23? N/A

If so, state particulars:

\_\_\_\_\_  
\_\_\_\_\_

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

If so, give,

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

Location of premises: \_\_\_\_\_

Date of application: \_\_\_\_\_ Disposition of application: \_\_\_\_\_

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

27. Has any license previously issued by Federal, State or Local Authorities to the Corporation (Applicant) or to any Officer, Manager or Director of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation been revoked? N/A

If so, give,

Name of licensee: \_\_\_\_\_

Date of revocation: \_\_\_\_\_ Reason: \_\_\_\_\_

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

Name of the Liquor Manager: Rakesh Chopra

Residence Address: 

Authority conferred upon the Liquor Manager by the Corporation with relation to the operation or management of the business for which this license is sought?

\_\_\_\_\_

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

If so,

Where: Bartlett Police Station When: \_\_\_\_\_

Please have the Liquor Manager(s) complete STATEMENT OF LIQUOR MANAGER CONDUCTING BUSINESS FOR CORPORATE APPLICANT, and attach as part of the application.

The following **MUST** be included with the application:

Certificate of Insurance in compliance with Section 3-3-6 of the Bartlett Liquor Control Ordinance.

Liquor License Surety Bond in the amount of \$2,000.00 in compliance with Section 3-3-5 of the Bartlett Liquor Control Ordinance.

Certificates of Completion of a State of Illinois Certified Alcohol Awareness Program for the manager, bartenders and servers for licensed premise  
Copy of the Lease or proof of ownership.

A \$250.00 non-refundable application fee for first time applicants only.

No person shall knowingly furnish false or misleading information or withhold any relevant information on any application for any license required by this chapter nor knowingly cause or suffer another to furnish or withhold such information on his behalf. No person shall knowingly furnish any false or misleading information in the investigation of any application for a license required by this chapter. No person shall willfully withhold any information that is relevant to any such investigation when called upon by any Village officials to furnish such information. The furnishing of false or misleading information or withholding any relevant information on any application for any license required by this chapter shall be grounds for denial of any such application, or if discovered after the granting of the license, shall be grounds for a fine and/or the suspension or revocation of the license.

A Licensee shall conduct the business at a licensed premises in a manner consistent with the statements and representations made on the Licensee's application before the local liquor control commissioner.

### AFFIDAVIT

Village of Bartlett  
Cook, DuPage, and Kane Counties, Illinois

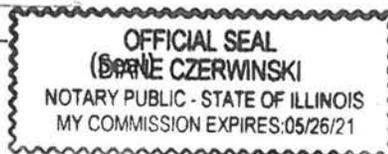
The undersigned swears (or affirms) that the Corporation in whose name this application is made will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the laws of the State of Illinois or the United States of America, 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.

Rakesh Chopra \_\_\_\_\_ President\*  
Signature

\_\_\_\_\_  
Signature Secretary

Subscribed and sworn to by Rakesh Chopra  
before me this 20<sup>th</sup> day of August 2020

[Signature]  
Notary Public



\*If the signatory is someone other than the President, said signatory shall attach a copy of the Corporate resolution authorizing said signatory to sign on behalf of the Corporation.

### STATEMENT OF LIQUOR MANAGER CONDUCTING BUSINESS FOR CORPORATE APPLICANT

1. Business Name: D'licious crêpes + roti  
Business Address: 124 Bartlett Plaza, Bartlett, IL 60103

2. Name of Liquor Manager: Rakesh Chopra

Residence Address: [REDACTED]

How long have you resided at this residence: 1 year  
(If less than one year, list previous residence address)

Date of Birth: [REDACTED] Place of Birth: [REDACTED]

Social Security Number: [REDACTED]

Driver's License Number: [REDACTED] State: IL

Telephone Numbers:  
Home: cel [REDACTED]

Business: 630-855 3246

Email Address: sunnychopragroup1@gmail.com

3. Have you been fingerprinted for the purpose of this application: yes

If so,  
Where: Bartlett Police Station

When: \_\_\_\_\_

4. Have you ever been convicted of any felony under any Federal or State law in the last 10 years: No

If so, give,  
Date: \_\_\_\_\_

Nature of offense: \_\_\_\_\_

Disposition of said conviction: \_\_\_\_\_

5. Have you been convicted of being the keeper of a house of ill fame, or of pandering or other Crimes or misdemeanors opposed to decency and morality: No

If so, give,

Nature of offense: \_\_\_\_\_

Disposition of said conviction: \_\_\_\_\_

6. Have you ever been convicted of a violation of any Federal, State or Local Liquor law: No

If so, give,

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

Disposition of said conviction: \_\_\_\_\_

7. Have you ever permitted an Appearance Bond Forfeiture for any of the violations mentioned in questions, 4, 5, and 6: No

If so,

State particulars: \_\_\_\_\_

8. Has any license previously issued to you by Federal, State or Local authorities been revoked: No

If so, give,

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

Reason for revocation: \_\_\_\_\_

9. In what capacity are you employed by the applicant: Owner

10. Give name of person who appointed you in your present capacity:

Name: Self

Date of appointment: \_\_\_\_\_

11. List employer for past five year:

Name: D<sup>l</sup>icious crêpes and roti

Address: 124 Bartlett Plaza, Bartlett, IL 60103

Manager's name: Rakesh Chopra

Employment type: Owner

12. List all prior experience that you have in managing the sale of alcoholic liquor and/or in

conducting any business which is similar in nature to the business which you will be engaged in pursuant to the application:

Sansaveria - Bartlett, Tipsi Monkey - Bartlett

13. List any other experience and education that you have which you believe qualifies you to act as a Liquor Manager:

36 years of fullservice restaurant management

14. How many hours per week will you be physically present at the premises to be licensed: 75 hours +

15. Will the applicant be applying for a video gaming license for the purpose of conducting video gaming at the proposed licensed premises: NO

If yes, each license application for an initial license at a premises shall be accompanied by a set of floor and site plans prepared under the seal of an architect or engineer licensed to practice in the state. The plans shall show the dimensions of the premises, its location on and the dimensions of its site; the property lines and their relationship to the building and all parking areas located on the property; and the design and layout for determination of occupancy, including, but not limited to, exiting, seating, dining rooms, bars, game and waiting areas, proposed video gaming areas, and position of equipment and fixtures therein whether or not an application for a video gaming license has or will be submitted. The plans shall show on the face thereof a written computation of proposed occupancy limits, parking requirements and areas which will be reasonably necessary for loading and unloading. The layout of a licensed premises may not be substantially changed without submission of a new set of plans and approval by the local liquor control commissioner. The requirements of this subsection shall not apply to any applicant seeking a class C, C Extended, G, H, J, K, L or M license.

AFFIDAVIT

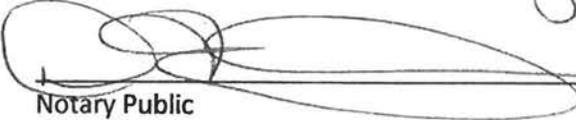
Village of Bartlett  
Counties of Cook, DuPage and Kane, Illinois

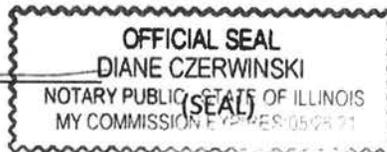
The undersigned swears (or affirms) that he/she will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the Laws of the State of Illinois or the Laws of the State of Illinois or the Laws of the United States of America, in the conduct of the place of business described herein.

The undersigned further swears (of affirms) that he/she shall conduct the business in a manner consistent with all representations made on this application and consistent with any representations made before the Local Liquor Commissioner.

  
\_\_\_\_\_  
Signature of Manager/Agent

Subscribed and sworn to by Rakesh Chopra  
before me this 20<sup>th</sup> day of August, 2020

  
Notary Public



**CORPORATION INVESTIGATION AUTHORIZATION/RELEASE**







Bond Number 2444492

# License and Permit Bond

Not valid for Contract, Performance, Maintenance, Subdivision, Supply or Utility Guarantee Bond.

Principal: (Full name and address)

D^licious Inc  
124 Bartlett Plz  
Bartlett, IL 60103-4234  
Effective Date: 08/25/2020

Obligee: (Principal's customer)

Village of Bartlett  
228 S Main St  
Bartlett, IL 60103-4421  
Expiration Date: 08/25/2021

PENAL AMOUNT OF BOND:

Two Thousand Dollars and Zero Cents Dollars (\$ 2,000.00 ),  
lawful money of the United States, to be paid to the said obligee, for which payment well and truly to be made we bind ourselves and our legal representative, jointly and severally.

The condition of this obligation is such, that whereas, the principal has been licensed by the Obligee for:

Liquor License Bond

NOW, THEREFORE, if said Principal shall faithfully perform all the duties and comply with the laws and ordinances, (including all amendments) pertaining to the license or permit, then this obligation shall be null and void; otherwise to remain in full force unless renewed by continuation certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing to the Obligee and to the Principal and at the expiration of thirty-five (35) days from the mailing of notice or as soon thereafter as permitted by applicable law, whichever is later, this bond shall ipso facto terminate and the Surety shall be relieved from any liability for any subsequent acts or omissions of the Principal.

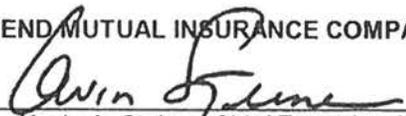
Principal shall save and keep harmless the Obligee from all losses or damage which it may sustain or for which it may become liable on account of the issuance of said license and permit. The maximum liability shall not exceed the bond penalty.

Signed with our hands and sealed with our seals this, the 25th day of August, 20 20.

D^licious Inc

(Principal)

WEST BEND MUTUAL INSURANCE COMPANY

  
Kevin A. Steiner, Chief Executive Officer



MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.



THE SILVER LINING®

Bond No. 2444492

**POWER OF ATTORNEY**

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Kevin A. Steiner

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Two Thousand Dollars and Zero Cents 2,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21<sup>st</sup> day of December, 1999.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest Christopher C. Zwygart  
Christopher C. Zwygart  
Secretary



Kevin A. Steiner  
Kevin A. Steiner  
Chief Executive Officer/President

State of Wisconsin  
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum  
Juli A. Benedum  
Senior Corporate Attorney  
Notary Public, Washington Co., WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 25th day of August, 2020



Heather A. Dunn  
Heather Dunn  
Vice President – Chief Financial Officer

**Notice:** Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

# Liquor License



September 10, 2020



Letter ID: L2002157808

D^LICIOUS INC  
D^LICIOUS CREPES AND ROTI  
124 BARTLETT PLZ  
BARTLETT IL 60103-4234

License No.: 1A-1143645  
Expiration Date: 08/31/21  
License Type: RETAILER  
Account ID: 43293360

The State of Illinois Liquor License must be FRAMED and displayed on the licensed premises in plain view of the general public.

Letter ID: L2002157808



## STATE OF ILLINOIS LIQUOR CONTROL COMMISSION Governor JB Pritzker

# 1A-1143645

License Number

IN ACCORDANCE WITH THE LIQUOR CONTROL ACT OF 1934, THIS CERTIFIES THAT:

D^LICIOUS INC  
D^LICIOUS CREPES AND ROTI  
124 BARTLETT PLZ  
BARTLETT IL 60103-4234

Cook

HAS PAID ALL FEES AND IS ISSUED A LICENSE IN THE FOLLOWING CLASS:

RETAILER  
ON-PREMISES

ISSUE DATE:

09/10/20

Effective: 09/10/20

THIS LICENSE EXPIRES ON:

08/31/21

THIS LICENSE MUST BE FRAMED AND HUNG IN PLAIN VIEW IN A CONSPICUOUS PLACE ON THE LICENSED PREMISES.

Warehouse: N/A

Sales Tax Acct # 43293360

THIS LICENSE NOT TRANSFERABLE AS TO PRINCIPAL



# Agenda Item Executive Summary

Item Name      Class A Liquor License Request- Magnolia's Weddings and Events      Committee or Board      Board

## BUDGET IMPACT

Amount:      N/A      Budgeted      N/A

List what fund      N/A

## EXECUTIVE SUMMARY

Attached for your consideration is a Liquor License application submitted by Magnolia's Weddings and Events LLC. doing business as Magnolia's Weddings and Events, 389 Bartlett Plaza. The Class A allows for the retail sale of beer, wine and alcoholic liquor for consumption on their premises, Sunday through Thursday from 8:00 a.m. until 1:00 a.m. and 8:00 a.m. until 2:00 a.m. Friday and Saturday.

## ATTACHMENTS (PLEASE LIST)

Staff Memo Dated 10/27/2020  
Class A Liquor License Application  
Proof of Insurance  
Surety Bond  
Basset Training Certificate  
Articles of Organization  
Copy of Lease Agreement  
Memo from Police Department

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve the Class A Liquor License application submitted by Magnolia's Weddings and Events LLC.

Staff:      Samuel Hughes      Date:      10/27/2020

Sr. Management Analyst

# Memorandum

**To:** Scott Skrycki, Assistant Village Administrator  
**From:** Samuel Hughes, Sr. Management Analyst  
**Date:** October 27, 2020  
**Re:** Class A Liquor License Request- Magnolia's Weddings and Events

---

Attached for your consideration is a Liquor License application submitted by Magnolia's Weddings and Events LLC, doing business as Magnolia's Weddings and Events, 389 Bartlett Plaza.

The owners are requesting a Class A License. The Class A allows for retail sale of beer, wine and liquor for use and consumption on the premises from 8:00 a.m. to 1:00 a.m. Sunday through Thursday and 8:00 a.m. to 2:00 a.m. Friday and Saturday.

An additional Class A license was not required to be created because a former Bartlett business, The Bartlett Tap, went out of business earlier this year and although they did not renew their license, the license has remained on the books.

The appropriate Surety Bond and Certificate of Insurance have been submitted by the applicant. They have been reviewed and approved by the Village Attorney.

## Motion

I move to approve the Class A Liquor License application submitted by Magnolia's Weddings and Events LLC.

\$ 250 - App Fee  
CK# 1003

BUSINESS LICENSE?

Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103  
630-837-0800



### LIQUOR LICENSE APPLICATION

Date: 9-7-2020

Class of License: A

License Fee: \_\_\_\_\_

1. Business Name: MAGNOLIA'S WEDDINGS & EVENTS
2. Business Address: 389 BARTLETT PLAZA, BARTLETT IL
3. Telephone Number: 630-855-4413
4. Contact Name: Kiri PANDARELLA
5. Email Address: MAGNOLIAS.EVENTS@YAHOO.COM
6. Registered Corporate Name: N/A MAGNOLIAS LLC
7. Date of Incorporation: 7/20/20 N/A State of Incorporation: ~~MA~~ IL
8. Retailer Occupational/Sales Tax Number: \_\_\_\_\_
9. State principal kind of business: Banquets + Events
10. Description of premises or portion thereof sought to be licensed:  
Liquor - Portable Bar - TO BE SOLD FOR EVENTS ONLY
11. Does applicant seek a License to sell Liquor on the premises as a restaurant: YES  
 If so, are premises: NO KITCHEN BANQUET SPACE ONLY  
 Maintained and held out to the public as a place where meals are actually and regularly served: YES  
 Provided with adequate and sanitary kitchen and dining room equipment and capacity with sufficient employees to prepare, cook and serve suitable food: yes  
 What is the seating capacity of the restaurant: 80

12. Will the applicant be applying for a video gaming license for the purpose of conducting video gaming at the proposed licensed premises: NO

If yes, each license application for an initial license at a premises shall be accompanied by a set of floor and site plans prepared under the seal of an architect or engineer licensed to practice in the state. The plans shall show the dimensions of the premises, its location on and the dimensions of its site; the property lines and their relationship to the building and all parking areas located on the property; and the design and layout for determination of occupancy, including, but not limited to, exiting, seating, dining rooms, bars, game and waiting areas, proposed video gaming areas, and position of equipment and fixtures therein whether or not an application for a video gaming license has or will be submitted. The plans shall show on the face thereof a written computation of proposed occupancy limits, parking requirements and areas which will be reasonably necessary for loading and unloading. The layout of a licensed premises may not be substantially changed without submission of a new set of plans and approval by the local liquor control commissioner. The requirements of this subsection shall not apply to any applicant seeking a class C, C Extended, G, H, J, K, L or M license.

13. Does applicant own premises for which this license is sought: NO

Attach evidence that applicant is the owner of record of the premises to be licensed pursuant to this application.

14. Has applicant a lease on such premise covering the full period for which license is sought: YES

If so, give:

Name and Address of Lessor:

MMAJ, LLC

MANNY RAVIDIA - 389 BARTLETT PLAZA, BARTLETT

Period covered by lease:

From: 9/1/2020 To: 9/1/2025

Attach copy of signed lease

15. Specify the value of goods, wares, and merchandise now on hand: \$10,000 -

16. Do you hold any other current business license issued by the Village of Bartlett: NO

If so,

Type of license: \_\_\_\_\_

Address of license: \_\_\_\_\_

17. Has any manufacturer, distributor or importing distributor directly or indirectly paid or agreed to pay for this license, advanced money or anything else of value, or any credit (other than merchandising credit in the ordinary course of business for a period not to exceed 30 days) or is such person directly or indirectly interested in the ownership, conduct or operation of the place of business? NO
18. Is the applicant engaged in the manufacture of alcoholic liquors? NO  
 If so, at what location: \_\_\_\_\_
19. Is the applicant conducting the business of an importing distributor or distributor of alcoholic liquors? NO  
 If so, at what location: \_\_\_\_\_
20. Has any Officer, Director, or Manager of said Corporation or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of any felony under any Federal or State law? NO  
 If so, give,  
 Name: \_\_\_\_\_  
 Date of the offense: \_\_\_\_\_  
 Nature of the Offense: \_\_\_\_\_  
 Disposition of said conviction: \_\_\_\_\_
21. Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation, ever been convicted of a violation of any Federal, State or Local law within the last 10 years? NO  
 If so, give,  
 Name: \_\_\_\_\_  
 Date of the offense: \_\_\_\_\_  
 Disposition of said conviction: \_\_\_\_\_

22. Please complete the appropriate section for your business

**1. Corporation:**

a. List name and address of each Director

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

b. List the name, address and title of each Officer

Name & Title	Address	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

c. List the total number of issued shares of common stock of the corporation \_\_\_\_\_.  
List the name and address of each shareholder and number of shares owned

Name	Address	#Shares
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

d. Attach a copy of the Articles of Incorporation

e. Attach a Certificate of Good Standing for the Corporation issued by the Secretary of State of the state of incorporation.

**2. Limited Liability Company ( LLC)**

a. List name and address of all managers:

Name	Address
<i>Kim M. Panzarella</i>	[REDACTED]
_____	_____
_____	_____
_____	_____

b. List name and address of all members:

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

c. List name of each member and the percentage of membership interest of each member:

Name	Percentage of membership interest
<i>Kim M. Panzarella</i>	<i>100</i> %
_____	_____ %
_____	_____ %
_____	_____ %

d. Attach a copy of the Articles of Organization for the LLC.

e. Attach a Certificate of Good Standing for the LLC issued by the Secretary of State of the state in which organized.

### 3. Partnership

List the name and address of each general partner and the percentage owned by each general partner:

Name	Address	Percent Owned
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

a. List the name and address of each limited partner and the percentage interest of each Limited partner:

Name	Address	Percent Owned
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. If any of the general partners is a corporation or a limited liability company, provide the Information requested in Section 1 or 2 for that entity.

c. Provide proof of filing a certificate to transact business under an assumed name for the Partnership with the County Clerk of the country in which the business is or will be located and in which the partnership conducts or intends to conduct business as required under the Assumed Business Name Act (805 ILCS 405/0.01).

**4. Sole Proprietorship**

a. List name and address of the Sole Proprietor:

Name: Kim M. Panzarella

Address: 

b. Provide proof of filing a certificate to transact business with County Clerk of the county in which such individual's business is or will be located and in which he or she conducts or intends to conduct business as required under the Assumed Business Name Act (805 ILCS 405/0.01).

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

If so, give,

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

Date of the offense: \_\_\_\_\_

Nature of offense: \_\_\_\_\_

Disposition of said conviction: \_\_\_\_\_

24. Has any Officer, Director or Manager of said Corporation, or any stockholder or stockholders, owning in the aggregate more than five (5%) percent of the stock of such corporation, ever permitted an appearance bond forfeiture of any of the violations mentioned questions 21, 22 and 23? N/A

If so, state particulars:

\_\_\_\_\_  
\_\_\_\_\_

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

If so, give,

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

Location of premises: \_\_\_\_\_

Date of application: \_\_\_\_\_ Disposition of application: \_\_\_\_\_

26. Is any law enforcing Official, Mayor, Alderman, Member of the City Council or Commission, Member of the Village Board of Trustees, or member of a County Board, directly or indirectly interested in the business for which license is sought? NO

27. Has any license previously issued by Federal, State or Local Authorities to the Corporation (Applicant) or to any Officer, Manager or Director of said Corporation, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation been revoked? NO

If so, give,

Name of licensee: \_\_\_\_\_

Date of revocation: \_\_\_\_\_ Reason: \_\_\_\_\_

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

Name of the Liquor Manager: Tim Panzarella

Residence Address: \_\_\_\_\_

Authority conferred upon the Liquor Manager by the Corporation with relation to the operation or management of the business for which this license is sought?

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

If so,

Where: \_\_\_\_\_ When: \_\_\_\_\_

Please have the Liquor Manager(s) complete STATEMENT OF LIQUOR MANAGER CONDUCTING BUSINESS FOR CORPORATE APPLICANT, and attach as part of the application.

\* The following **MUST** be included with the application:

Certificate of Insurance in compliance with Section 3-3-6 of the Bartlett Liquor Control Ordinance.

Liquor License Surety Bond in the amount of \$2,000.00 in compliance with Section 3-3-5 of the Bartlett Liquor Control Ordinance.

Certificates of Completion of a State of Illinois Certified Alcohol Awareness Program for the manager, bartenders and servers for licensed premise  
Copy of the Lease or proof of ownership.

A \$250.00 non-refundable application fee for first time applicants only.

No person shall knowingly furnish false or misleading information or withhold any relevant information on any application for any license required by this chapter nor knowingly cause or suffer another to furnish or withhold such information on his behalf. No person shall knowingly furnish any false or misleading information in the investigation of any application for a license required by this chapter. No person shall willfully withhold any information that is relevant to any such investigation when called upon by any Village officials to furnish such information. The furnishing of false or misleading information or withholding any relevant information on any application for any license required by this chapter shall be grounds for denial of any such application, or if discovered after the granting of the license, shall be grounds for a fine and/or the suspension or revocation of the license.

A Licensee shall conduct the business at a licensed premises in a manner consistent with the statements and representations made on the Licensee's application before the local liquor control commissioner.

### AFFIDAVIT

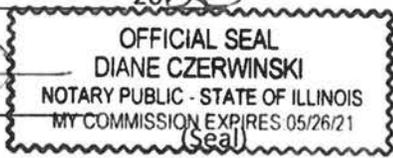
Village of Bartlett  
Cook, DuPage, and Kane Counties, Illinois

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.

  
\_\_\_\_\_  
Signature President\*  
  
\_\_\_\_\_  
Signature Secretary

Subscribed and sworn to by Kim Panzerella  
before me this 20<sup>th</sup> day of Oct 2020

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



\*If the signatory is someone other than the President, said signatory shall attach a copy of the Corporate resolution authorizing said signatory to sign on behalf of the Corporation.

### STATEMENT OF LIQUOR MANAGER CONDUCTING BUSINESS FOR CORPORATE APPLICANT

1. Business Name: MAGNOLIA'S WEDDINGS + EVENTS  
Business Address: 389 BARTLETT PLAZA, BARTLETT  
2. Name of Liquor Manager: Kim Panarella  
Residence Address: 1264 S. SMITH ST. PALATINE, IL  
How long have you resided at this residence: 3 years  
(If less than one year, list previous residence address)

Date of Birth: [REDACTED] Place of Birth: [REDACTED]  
Social Security Number: [REDACTED]

Driver's License Number: [REDACTED] State: IL

Telephone Numbers:  
Home: [REDACTED]  
Business: 630 855-4413  
Email Address: MAGNOLIASEVENTS.COM

3. Have you been fingerprinted for the purpose of this application: \_\_\_\_\_  
If so,  
Where: \_\_\_\_\_  
When: \_\_\_\_\_

4. Have you ever been convicted of any felony under any Federal or State law in the last 10 years: NO  
If so, give,  
Date: \_\_\_\_\_  
Nature of offense: \_\_\_\_\_  
Disposition of said conviction: \_\_\_\_\_

5. Have you been convicted of being the keeper of a house of ill fame, or of pandering or other Crimes or misdemeanors opposed to decency and morality: NO

If so, give,  
Nature of offense: \_\_\_\_\_

Disposition of said conviction: \_\_\_\_\_

6. Have you ever been convicted of a violation of any Federal, State or Local Liquor law: NO

If so, give,  
Date: \_\_\_\_\_

Disposition of said conviction: \_\_\_\_\_

7. Have you ever permitted an Appearance Bond Forfeiture for any of the violations mentioned in questions, 4, 5, and 6: NO

If so,  
State particulars: \_\_\_\_\_

8. Has any license previously issued to you by Federal, State or Local authorities been revoked: NO

If so, give,  
Date: \_\_\_\_\_

Reason for revocation: \_\_\_\_\_

9. In what capacity are you employed by the applicant: OWNER

10. Give name of person who appointed you in your present capacity:

Name: N/A

Date of appointment: \_\_\_\_\_

11. List employer for past five year:

Name: DUNDEE PARK DISTRICT (RANDALL OAKS)

Address: 4101 BINNIE RD. WEST DUNDEE, IL

Manager's name: STEVE BILLIE

Employment type: FOOD + BEV DIRECTOR

12. List all prior experience that you have in managing the sale of alcoholic liquor and/or in

conducting any business which is similar in nature to the business which you will be engaged in pursuant to the application:

20 years + 17 Restaurant + Banquet

13. List any other experience and education that you have which you believe qualifies you to act as a Liquor Manager:

Basset Certification

14. How many hours per week will you be physically present at the premises to be licensed: Full Time +

15. Will the applicant be applying for a video gaming license for the purpose of conducting video gaming at the proposed licensed premises: N/A

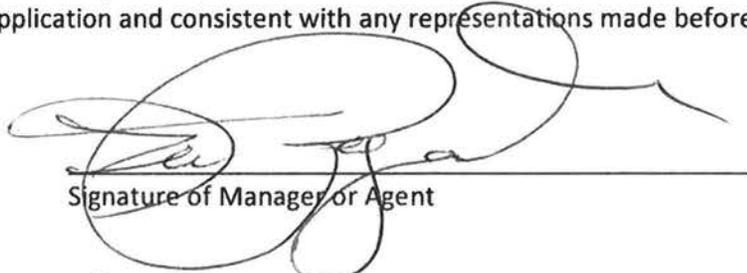
If yes, each license application for an initial license at a premises shall be accompanied by a set of floor and site plans prepared under the seal of an architect or engineer licensed to practice in the state. The plans shall show the dimensions of the premises, its location on and the dimensions of its site; the property lines and their relationship to the building and all parking areas located on the property; and the design and layout for determination of occupancy, including, but not limited to, exiting, seating, dining rooms, bars, game and waiting areas, proposed video gaming areas, and position of equipment and fixtures therein whether or not an application for a video gaming license has or will be submitted. The plans shall show on the face thereof a written computation of proposed occupancy limits, parking requirements and areas which will be reasonably necessary for loading and unloading. The layout of a licensed premises may not be substantially changed without submission of a new set of plans and approval by the local liquor control commissioner. The requirements of this subsection shall not apply to any applicant seeking a class C, C Extended, G, H, J, K, L or M license.

AFFIDAVIT

Village of Bartlett  
Counties of Cook, DuPage and Kane, Illinois

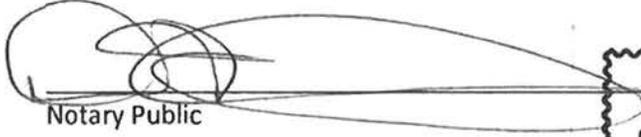
The undersigned swears (or affirms) that he/she will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the Laws of the State of Illinois or the Laws of the State of Illinois or the Laws of the United States of America, in the conduct of the place of business described herein.

The undersigned further swears (of affirms) that he/she shall conduct the business in a manner consistent with all representations made on this application and consistent with any representations made before the Local Liquor Commissioner.

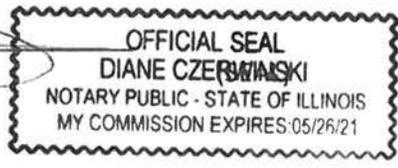


Signature of Manager or Agent

Subscribed and sworn to by Kim Pazarella  
before me this 20 day of Oct, 2020



Notary Public



CORPORATION INVESTIGATION AUTHORIZATION/RELEASE

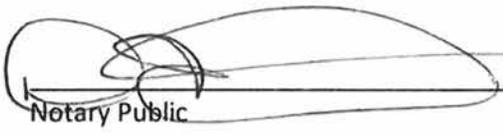
Each applicant, Officer, Director, Manager proposed Liquor Manager, proposed manager of the premises, and Shareholder or Stockholder owning in the aggregate more than five (5%) percent of the stock of such corporation shall complete and sign the following investigation authorization. For a corporation whose stock is publicly traded and is listed on a recognized exchange, shareholders owning in the aggregate less than 25% of the stock of such corporation, and Directors and Officer who do not have any management responsibilities of such corporation need complete this investigation authorization.

**INVESTIGATION AUTHORIZATION**

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

  
Signature of Applicant

Subscribed and sworn to by Kim Panzarella  
before me this 20 day of Oct, 2020

  
Notary Public



**Liquor Descriptions and Hours**

Class A – Serve All Alcohol

\$1250.00





Effective Date: October 19th, 2020

# Western Surety Company

## LICENSE AND PERMIT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 65262006

That we, Magnolia's Weddings & Events, LLC

of Bartlett, State of Illinois, as Principal,  
and WESTERN SURETY COMPANY, a corporation duly licensed to do surety business in the State of  
Illinois, as Surety, are held and firmly bound unto the

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

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

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

\_\_\_\_\_ by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply  
with the laws and ordinances, including all amendments thereto, pertaining to the license or permit  
applied for, then this obligation to be void, otherwise to remain in full force and effect until  
October 19th, 2021, unless renewed by Continuation Certificate.

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

Dated this 19th day of October, 2020.

Magnolia's Weddings & Events, LLC

Principal

Principal

WESTERN SURETY COMPANY

By

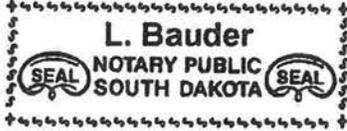
Paul T. Bruffat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

ACKNOWLEDGMENT OF SURETY  
(Corporate Officer)

On this 19th day of October, 2020, before me, the undersigned officer, personally appeared Paul T. Bruflat, who acknowledged himself to be the aforesaid officer of WESTERN SURETY COMPANY, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

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



*L. Bauder*  
Notary Public — South Dakota

My Commission Expires January 29, 2022

ACKNOWLEDGMENT OF PRINCIPAL  
(Individual or Partners)

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

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

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL  
(Corporate Officer)

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

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

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

Notary Public



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

LICENSE AND PERMIT  
BOND  
As

of \_\_\_\_\_

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

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

Address \_\_\_\_\_

Filed \_\_\_\_\_

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

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

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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

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

One Liquor Village of Bartlett

bond with bond number 65262006

for Magnolia's Weddings & Events, LLC

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

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 19th day of October, 2020.

ATTEST

*L. Nelson*

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By *Paul T. Bruflat*

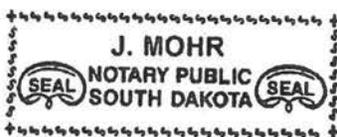
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 19th day of October, 2020, before me, a Notary Public, personally appeared Paul T. Bruflat and L. Nelson

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



My Commission Expires June 23, 2021

*J. Mohr*

Notary Public

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



# BASSET Card



July 2, 2019



Letter ID: L0932557776

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
KIM PANZARELLA  
1264 S. SMITH ST.  
PALATINE IL 60067

License No.: 5A-0110606  
Expiration Date: 6/28/2022  
License Type: Basset Card

**Your "Student ID number" is: 13718923**

**Your "Trainer's ID number" is: 5A-0110606**

**Your BASSET Card is located BELOW**

**DO NOT throw away this letter as you will need your "Student ID number" directly above to re-print your card.**

**IMPORTANT:**

To re-print your card, visit the Illinois Liquor Control Commission website at [ILCC.illinois.gov](http://ILCC.illinois.gov)  
(click on the RESOURCES tab to access the "BASSET Card Lookup" page).

**ILLINOIS LIQUOR CONTROL COMMISSION**  
100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601  
**BEVERAGE ALCOHOL SELLERS AND SERVERS  
EDUCATION AND TRAINING [BASSET] CARD**

Date of Certification: ~~6/28/2019~~ Expires: 6/28/2022  
Trainer's IL Liquor License Number: 5A-0110606

KIM PANZARELLA  
1264 S. SMITH ST.  
PALATINE IL 60067

**\*\*Card is not transferrable\*\***

A circular seal of the State of Illinois is stamped over the text, featuring the state's coat of arms and the words "OFFICE OF THE COMMISSIONER" and "STATE OF ILLINOIS".

**Illinois  
Limited Liability Company Act  
Articles of Organization**FILE # **08961662**Secretary of State **Jesse White**  
Department of Business Services  
Limited Liability Division  
www.cyberdriveillinois.comFiling Fee: **\$150**Approved By: **MME****FILED**  
**JUL 20 2020**  
**Jesse White**  
Secretary of State1. Limited Liability Company Name: MAGNOLIAS WEDDINGS AND EVENTS LLC2. Address of Principal Place of Business where records of the company will be kept:  
389 BARTLETT PLAZABARTLETT, IL 60103

3. The Limited Liability Company has one or more members on the filing date.

4. Registered Agent's Name and Registered Office Address:

KIM PANZARELLA  
1264 S SMITH ST  
PALATINE, IL 60067-72355. Purpose for which the Limited Liability Company is organized:  
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. Name and business addresses of all the managers and any member having the authority of manager:

KIM PANZARELLA  
1264 S SMITH ST.  
PALATINE, IL 600678. **Name and Address of Organizer**

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: JULY 20, 2020

KIM PANZARELLA  
1264 S. SMITH ST.  
PALATINE, IL 60067

Magnolia's  
Micro Weddings & Mini Events  
A Place For Everything Wonderful!

10 28-2020

To Whom it may concern  
Kim Panzarella is able to  
sublease to Magnolias.  
with Landlord Approval

  
10/28/2020

T: 630.855.4413  
389 Bartlett Plaza, Bartlett IL 60103  
Email-magnolias..events@yahoo.com  
Magnoliasweddingsandevents.com

**STORE LEASE**

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

Above Space for Recorder's use only

TERM OF LEASE		DATE OF LEASE	LOCATION OF PREMISES
BEGINNING	ENDING		
Sooner of Opening to Business or no later than September 1, 2020	August 31, 2025	July 8, 2020	389 Bartlett Plaza Bartlett, IL 60103 2,875 Rentable Square Feet of Space
MONTHLY RENT			
September 1, 2020 or sooner – August 31, 2021 = \$2,881.15 September 1, 2021 – August 31, 2025 = \$3,881.15 *See Note 1 and 2			

**PURPOSE**

Lessee shall occupy the Premises for the operation of a Banquet facility with vendor catering and for no other purpose unless written approval is provided by Lessor.

\* **Note 1**, Lessee shall pay the monthly Base Rent, as indicated above, plus Lessee shall pay its proportionate share, equating to 3.34%, of the Common Area Maintenance and Real Estate Tax expenses. The 2020 budgeted Common Area Maintenance expense is estimated at \$2.51/per square foot, equating to a monthly charge of \$601.35. The 2020 budgeted Real Estate Tax expense is estimated at \$2.16/per square foot, equating to a monthly charge of \$517.50.

\* **Note 2**, The Rent Commencement Date of this Lease shall be upon receiving an occupancy permit from the Village of Bartlett.

\* **Note 3**, Lessor Work. Lessor shall perform the following improvements on the space and which will be the sole cost of Lessor.

1. Demolition of the existing walls and bathroom; one office will remain undemolished.
2. Sandblast the walls on the south end of space and bring it to its natural brick look.
3. Excavate the area for the bathrooms in the rear of the space.
4. Remove all piping in the existing bathroom, including the ejector pump and any water lines.
5. Close the three openings between units 389 and 399 with drywall and metal studs, as well as insulate.
6. Double drywall the open drywall area to the north and insulate the area between the walls, more accurately the wall between units 383 and 389 Bartlett Plaza.
7. Level the floor to be ready for tile or carpet.
8. Spray paint the entire ceiling with black paint. The front 650 SF shall remain as existing drop ceiling.
9. Retrofit the sprinkler heads in the back area for open ceilings, industrial style.
10. Provide bar triple sink and two door beer coolers.
11. HVAC shall be delivered by Lessor in good, working condition and sufficient to supply heat and air conditioning to the space.

\* **Note 4**, Lessee work. Lessee shall pay Lessor \$75,000 to do the following work on the date of the execution of the Lease, Lessee shall pay Lessor ~~\$37,500.00~~ to begin work, and the remaining balance of ~~\$37,500.00~~ upon Lessor obtaining the occupancy permit from the Village of Bartlett. *\$30,000.00 K.P.M.G. K.P. 30,000 Occupancy, 1715,000.00 one year from C.O. Date. M.D.*

1. Build the washrooms specified on the blueprint, provided by Shawn Purnell, Architect.
2. Fire alarm the unit as required by the Bartlett Fire Department.
3. Install new flooring similar to One Taco Dos Tequilas, located at 274 E. Devon Ave, Bartlett, IL, with the color choice up to the Lessee.
4. Pour back concrete after plumbing work has been completed for the bathrooms.
5. All electrical work as specified in the blueprints provided by Shawn Purnell, Architect dated July 27, 2020.
6. Paint the space as Lessee choice by the Lessor.
7. Regular maintenance and upkeep to the HVAC system is the responsibility of the Lessee.
8. The following items are excluded from Lessor's expense and must be paid directly by Lessee:
  - Architectural drawings and any cost related to designs
  - Signage inside and outside the space
  - Any light fixtures included but not limited to any other decorative light fixtures.

- Any other decorations beyond one coat of paint shall be the responsibility of the Lessee.

\* **Note 5**, Lessee must install an illuminated channel sign within ninety (90) days after the Delivery Date, which shall be approved by Lessor and the Village of Bartlett.

\* **Note 6**, Lessor and Lessee mutually agree that this lease is contingent upon Lessee obtaining the proper business licenses from the Village of Bartlett to operate business. Lessee agrees to work diligently and in good faith to expedite obtaining the business license.

\* **Note 7**, Lessee shall pay a Security Deposit equating to \$4,000.00. Lessee shall prepay the first month's Rent, for the period of September 2020 or sooner. Lessee shall pay the total amount of \$8,000.00 for the Security Deposit and first month's Rent upon the execution of the Lease. Lessee shall personally guarantee this Lease.

LESSEE		LESSOR	
NAME	• Kim Panzarella, Individually	NAME	• MMAJ, LLC, an Illinois limited liability company
ADDRESS	389 Bartlett Plaza Bartlett, IL 60103	ADDRESS	• PO Box 315 • Itasca, IL 60143 • (847) 921-9200
	• Email: kim@lovelyceremony.com		• Email: mmajllc@gmail.com

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

#### LEASE COVENANTS AND AGREEMENTS

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

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

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

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

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

**6. REPAIRS AND MAINTENANCE.** Lessee shall keep the Premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at his own expense, and shall yield the same back to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightlines as at the date of the execution hereof, reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon Premises and replace broken globes, glass, doors, door hardware and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the Premises at his own expense. If, however, the Premises shall not thus be kept in good repair and in a clean, sightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of this lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightlines, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect of the water, gas or electric fixtures. Lessee, at its own cost and expense, shall heat and air condition the Leased Premises to meet its requirements. Lessee, at Lessee's sole cost and expense, during the lease term, shall keep the heating and air conditioning systems in good order, repair and condition, and shall replace any parts, which may require replacement with parts of equal or superior quality to those now in use in the systems.

**7. ACCESS TO PREMISES.** Lessee shall allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereof which Lessor may see fit to make, and Lessee will allow Lessor to have placed upon the Premises at all times notices of "For Sale" and "For Rent", and Lessee will not interfere with the same. Notwithstanding the foregoing, Lessor shall at all times, with or without notice, have the right to access the sprinkler room in the Leased Premises, as it holds the North riser for the building.

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

**9. RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES).** Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Lessor or his agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Premises, or upon any of the appurtenances thereto, without in each case the written consent of Lessor first had and obtained; and shall not commit or suffer any waste in or about said premises; and shall make no changes or alterations in the Premises by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of Lessor; and in case Lessee shall affix additional locks or bolts on doors or windows, or shall place in the Premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor. Lessor shall have the privilege of retaining the same if he desires. If he does not desire to retain the same, he may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. The provisions of this paragraph shall not however apply to Lessee's trade fixtures, equipment and movable furniture.

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

**11. TERMINATION; HOLDING OVER.** At the termination of the term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefore to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the

termination of the term by lapse of time or otherwise, then Lessor may at its option within thirty days after termination of the term serve written notice upon Lessee that such holding over constitutes either (a) renewal of this lease for one year, and from year to year thereafter, at double the then rental (computed on an annual basis) specified in Section 1, or (b) creation of a month to month tenancy, upon the terms of this lease except at double the then monthly rental specified in Section 1, for the time Lessee remains in possession. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmation of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein.

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

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

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

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

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

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

**18. NOTICES.** Notices may be served on either party, at the respective addresses given at the beginning of this lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served at the time the copy is mailed.

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

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

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

**Charge for Common Areas and Facilities.** Lessee shall, as Additional Rent, pay to Lessor in the manner provided in this Section 21, Lessee's Proportion of all Common Areas Maintenance Cost and Taxes as are herein defined:

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

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

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

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

**21. MISCELLANEOUS.** (a) Provisions typed on this lease and all riders attached to this lease and signed by Lessor and Lessee are hereby made a part of this lease.  
(b) Lessee shall keep and observe such reasonable rules and regulations now or hereafter required by Lessor, which may be necessary for the proper and orderly care of the building of which the Premises are a part.  
(c) All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.  
(d) The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.  
(e) The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. If there is more than one Lessee the warrant of attorney in paragraph 15 is given jointly and severally and shall authorize the entry of appearance of, and waiver of issuance of process and trial by jury by, and confession of judgment against any one or more of such Lessees, and shall authorize the performance of every other act in the name of and on behalf of any one or more of such Lessees.  
(f) Lessee represents and warrants to Lessor that neither it nor its officers or agents nor anyone acting on its behalf has dealt with any real estate broker, in the negotiating or making of this Lease and Lessee agrees to indemnify and hold Lessor, its agents, employees, partners, directors, shareholders and independent contractors harmless from all liabilities, costs, demands, judgments, settlements, claims, and losses, including reasonable attorneys' fees and costs, incurred by Lessor in conjunction with any such claim or claims of any other broker or brokers claiming to have interested Lessee in the Building or the Premises or claiming to have caused Lessee to enter into this Lease.  
(g) Lessor and Lessee hereby knowingly, voluntarily and intentionally waive the right to a trial by jury in respect of any litigation based hereon, arising out of, under or in connection with the lease or any documents contemplated to be executed in connection herewith or any course of conduct, course or dealings, statements (whether oral or written) or actions of either party arising out of or related in any manner with the Premises.

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

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

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

LESSEE: Kim Panzarella, Individually  
 \_\_\_\_\_ (SEAL)  
 Kim Panzarella

LESSOR: MMAJ, LLC  
 \_\_\_\_\_ (SEAL)  
 Manny Rafidia, Managing Member

8/15/2020

**PERSONAL GUARANTEE**

On this \_\_\_\_\_ day of, 2020, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Personal Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above Lease.

\_\_\_\_\_(SEAL)

Home Address: 1264 S. Smith St  
Palatine, IL 60067

Cell Number:

Driver's License No: P526-5136-0952

Social Security No:

State of \_\_\_\_\_, County of \_\_\_\_\_ ss.

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by Kim Panzarella.

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

\_\_\_\_\_  
My Commission Expires

**POLICE DEPARTMENT MEMORANDUM  
20-66**

**DATE:** October 12, 2020  
**TO:** Paula Schumacher, Village Administrator  
**FROM:** Patrick B. Ullrich, Chief of Police   
**RE:** Liquor License Applicant

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

Kim Panzarella

Business: Magnolia's Weddings & Events

The applicant's criminal records were checked through the Bureau of Identification and Federal Bureau of Identification and were returned showing no criminal record.

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

PBU/hma

cc: Diane Czerwinski  
File